

# BANQUET & CONFERENCE CENTER OF DEWITT

1120 Commerce Park Drive – Suite A, DeWitt, Michigan 48820

Phone (517) 668-9229 Fax (517) 668-0818

www.bccde Witt.com

	Capacity (*approximately)	Rates*
Full facility	400 guests	\$1590.00
Large and small room	250 guests	\$1325.00
Large room only	220 guests	\$1166.00
Small and medium room	100 guests	\$ 477.00
Medium room only	50 guests	\$ 371.00
Small room only	40 guests	\$ 212.00

\*Depends on room arrangement

\*Additional fee applies to holidays

Rental of facility includes: Tables and chairs, set-up and break down  
Use of a portable bar cart  
Use of ice machine & refrigerator  
Staff member on site during the event

Other items available for rental: Tablecloths and napkins  
Table skirting  
Artificial trees with white lights and white tulling  
Round mirror tiles  
Candle globes  
Projection Screen

## The Parties:

Twinbrook Commerce, LLC (hereinafter "Owner") owns the property located at 1120 Commerce Park Drive, Suite A, DeWitt, Michigan 48820 more commonly known as the Banquet & Conference Center of DeWitt. \_\_\_\_\_ (hereinafter "Renter"), wishes to rent all or a portion of the Banquet & Conference Center of DeWitt.

## Payment for Banquet Contracts:

A non-refundable deposit of \$500.00 is required at the time the Banquet Contract is signed to reserve a date and either the facility or room(s) on a definite basis. Payment of 50% of the balance is due 180 days before the date of the scheduled event with the remaining balance due at least 45 days before the date of the scheduled event. The non-refundable deposit will be applied to any final payment. Any payments for the facility or room(s) rental are non-refundable. If final payment for any event is not received at least 30 days in advance of the event, then the Owner may cancel the contract.

In addition to the \$500.00 deposit referenced above, a \$500.00 refundable security/clean-up deposit is required and will be applied to any minor damages or excessive clean up if necessary. This fee will not be applied toward any other payment (catering fees, linens, etc.) and is not to be considered a form of credit, or intended to cover any non-payment. The security deposit will be refunded after all other matters are settled.

Should Renter require Owner to provide any "Other Needs", (hereinafter "Miscellaneous Items") as designated on the Banquet Contract, Renter is to provide Owner with Renter's final count of the Miscellaneous Items needed, no later than 10 days before the scheduled event. Payment for any Miscellaneous Items must be made 10 days before the event with cash, credit card, money order or cashier's check. Renter is responsible for full payment of any Miscellaneous Items once the items have been ordered.

**Catering Food and Beverages:**

The Owner does not sell, serve or furnish food or beverages of any kind for a Banquet Contract. The kitchen may not be used for the actual preparation of any food other than that incidentally related to use by the caterer.

The Renter, bartender, caterer and/or any other individual or entity providing alcoholic beverages shall take full responsibility for complying with the State of Michigan's alcoholic beverage laws. No one shall sell alcoholic beverages of any kind on the Owner's premises, although the Renter may serve alcoholic beverages to persons of lawful drinking age to the extent allowed by law. Pitchers of beer are not allowed on individual guest tables.

The bar area is not to be left unattended at any time.

The Owner does not have a license or permit for alcoholic beverages and any such permit or license, if required, must be obtained by the Renter or the Renter's caterer.

All items necessary to run the kitchen and bar are to be provided by your caterer, bartender or yourself.

A list of required caterers will be provided to you by the Owner. All approved caterers have previously agreed to pay Owner a fee of 15% of their total charges, for the Renter's event, for the use of the facilities. There will be no exceptions made for this fee or to the Required Caterers list.

Cash bars are not allowed. There is a 4 keg limit at all events, with last call being at 11:30 p.m. Pitchers of beer are not to be handed out to individuals or placed on tables. Pitchers must remain behind the bar area. Kegs are not to be put into the refrigerator or freezer, a damage fee will be applied if done so. Ice required to keep kegs cold, must be supplied by the Renter.

All outside services, outside equipment rental or equipment rental provided by the Owner may be subject to a 6% Michigan Sales tax and 15% service charge.

**Insurance: (This section applies to Banquet Contracts)**

Renter is obligated to provide Owner with a Certificate of Liability under a homeowner's policy, rental policy, special event policy or other policy, which provides that Owner (Twinbrook Commerce, LLC) is an additional insured for the purpose of the event. Renter shall deliver to the Owner, at least ten (10) days prior to the event, a certificate evidencing coverage. Renter is required to provide Owner with proof that Renter has a \$500,000.00 liability insurance policy for any non-alcohol event. If alcohol is to be served, a minimum of a \$1,000,000.00 proof of Liquor Liability insurance policy is required. Renter understands that providing evidence of coverage is a condition precedent to Owner's obligation under the terms of this agreement and in the event Renter fails to deliver a certificate evidencing coverage, Owner is excused from performance and can terminate this agreement.

**Decorations/Use/Set-up:**

The Renter shall not injure nor mar, nor in any manner deface said premises. The Renter shall not drive or permit to be driven any nails, hooks, tacks or screws in any part of the building, nor shall Renter make or allow to be made any alterations of any kind. Pins, tacks, nails, staples, tape or adhesive of any kind may not be used on wall, windows, window sills, ceilings, columns, doors, doorframes, tables, flooring, draperies or bar carts. Glitter, confetti, tinsel or other similar materials, rice, birdseed, pets, silly string, party poppers, sand, stones, bubbles, soap and fireworks are not permitted. Nothing is to be attached to the chandeliers or ceilings. Banquet Center furniture is not to be taken outside. There are to be no open flames. All candles must be contained within a globe or in water. California Crystals (jelly) are not allowed. The Manager of the Banquet & Conference Center must be consulted regarding final approval of all decorations prior to the event.

Subject to the discretion of the Manager of the Banquet & Conference Center, and if scheduling permits, you may be allowed access to the facility the afternoon prior to your event to decorate, hold a rehearsal or for set-up. However, there is a 2 hour limit on the time you are allowed access and you must be out of the premises no later than 4:30 p.m. On the day of the event, you will be allowed a maximum of 2 hours prior to the start of any event for any type of set-up including band and /or disc jockey. For any time required beyond two hours referenced above, Renter will be required to pay Owner \$50.00 /hour.

**All decorations are to be removed from the premises immediately following the event.**

Wedding rehearsals can be held prior to 6:00 p.m. without charge. If any rehearsal is not completed by 6:00 p.m., a fee of \$50.00 per hour will be charged to the Renter, this charge will be taken from the Security Deposit. No food is to be consumed on the premises before, during or after the rehearsal, unless the facility has been rented for the rehearsal dinner.

**Clean-up of Premises:**

The Banquet & Conference Center of DeWitt or any equipment or property located therein, are to

be returned to the condition they were in prior to the event. For Events held in the evening, clean up must begin no later than 12:00 a.m. (midnight) with the premises being vacated by 1:00 a.m. This includes all clean up required by the caterers, bartenders, bands and /or DJ.

All tables are to be cleared of disposable items and put into the trash containers provided. All trash is to be securely bagged and placed into the dumpster provided. Trash is NOT to be placed outside or around the dumpster. All table and bar cart liquids are to be disposed of in the kitchen sinks. Items such as stir sticks, limes, lemons, paper, gum, etc. are not to be dumped into the sinks, but disposed of in the trash. Clean up of the kitchen area after the caterers have cleaned and left, is the responsibility of the Renter. Bar carts are to be drained and wiped down.

**Due to limited space, items rented from businesses other than the Banquet & Conference Center can not be stored prior to, during or after your event. All items brought into the Banquet & Conference Center by you or your agent, must be removed from the premises at the end of the event. Any items left after the end of the event will be disposed of by the Banquet Center staff, and additional fees will be charged.**

In the event the Banquet & Conference Center of DeWitt, or any equipment or property located therein, are not returned to the original condition, or cleaned as designated above, fees will be assessed for any cost incurred by Owner in returning the Banquet & Conference Center or any property or equipment located therein, to it's/their original condition. Fees will be deducted from the \$500.00 refundable security/clean-up deposit referenced above or claimed on any applicable insurance policy.

**Non-Smoking Facility:**

The Banquet & Conference Center of DeWitt is a non-smoking facility. If smoking occurs inside the facility, a clean-up charge will be assessed against the \$500.00 refundable security/clean-up deposit.

**Damages:**

Renter is fully responsible for any damages that occur during an event to the Banquet & Conference Center of DeWitt or any equipment or property located therein. Renter shall indemnify, defend and hold harmless the Owner, it's employees, agents, principals, members, successors and assigns from all claims, demands, expenses, attorney fees and liabilities arising out of Renter's, it's guests', invitees', employees' or agent's use. Renter is responsible to Owner for damages, compensation or claims for inconvenience or loss of business, arising out of any repair or restoration as a result of any damages that occur during an event and will pay to the Owner, upon demand, such sum as shall be necessary to restore the premises to it's condition prior to the event.

Renter hereby assumes full responsibility for the character, acts and conduct of all persons admitted to the Banquet & Conference Center of DeWitt with the consent of the Renter, or by or with the consent of the Renter's employees or any person acting for and on behalf of the Renter. In addition, Renter, for itself and for all of it's employees, agents, guests and invitees, who may come upon the Banquet & Conference Center or adjoining areas and grounds during Renter's use of the Banquet & Conference Center hereby agrees that the Owner, it's employees, agents principals, members, successors and assigns shall not be liable in any way for any matter, cause, thing, action or omission with respect to the Renter's use of the Banquet & Conference Center or adjacent buildings or grounds. Renter agrees that Owner, it's employees, agents, principals, members, successors and assigns are hereby released and discharged of any and all liability of any kind with respect thereto.

The Owner cannot be responsible for the damage or loss of any merchandise or personal articles left at the Banquet & Conference Center prior to, during or following the event.

**Obstruction of Sidewalks:**

No portion of the sidewalks, entries, passages, vestibules, halls or ways of access to the Banquet & Conference Center, shall be obstructed by the Renter or used for any purpose other than for ingress and egress, to and from the premises. The restrooms shall not be used for any purpose other than that for which they were constructed, and no sweepings, rubbish, rags, papers or other substances shall be thrown therein. Renter shall be responsible for any damage resulting on account of misuse of any nature or character whatsoever. Any similar cost to clean up due to misuse will be deducted from the security deposit or claimed on any applicable insurance policy.

**Purpose and Restrictions:**

Renter, it's agents, employees, patrons, guests or any person admitted to the premises by Renter may not use the Banquet & Conference Center of DeWitt for any purpose other than the following event: \_\_\_\_\_ . Renter, it's agent's employees, patrons, guests, or any person admitted to the Banquet & Conference Center by Renter, shall not use the Banquet & Conference Center for any unlawful purpose, nor for any purpose inconsistent with the purposes of the Owner. Renter, it's agents, employees, patrons, guests or any person admitted to the Banquet & Conference Center by Renter, shall not use the Banquet & Conference Center in any way which would constitute a nuisance and shall not damage or waste the Banquet & Conference Center in any way.

**Assignments:**

The Renter shall not assign this agreement, nor suffer any use of said premises other than herein specified, without the written consent of the Owner.

**Waiver of Jury Trial:**

Owner and Renter hereby waive trial by jury in any action, proceeding or counterclaim brought by Owner or Renter against the other on any matter whatsoever arising out of or in any way connected with this agreement, the relationship of Owner to Renter, the use or occupancy of the demised premises by Renter or any person claiming through or under Renter, any claim of injury or damage, and any emergency or other statutory remedy; provided however, the foregoing waiver shall not apply to any action for personal injury or property damage.

**Room Changes:**

In an effort to maximize the use of rooms, the Owner reserves the right to make room changes in order to accommodate varied sizes of groups. Before a final decision is made, the original group will be advised of the change, giving careful consideration to protect their interest.

**Attorney Fees:**

Should it be necessary for Owner to employ legal counsel to enforce any of the provisions herein contained, Renter agrees to pay all reasonable attorney fees, and court costs incurred by Owner.

Owner shall not be liable for non-performance of this contract when such non-performance is attributable to labor troubles, disputes or strikes, accidents, government (federal, state and municipal) regulations, Acts of God, and other causes whether enumerated herein or not, which are beyond Owner's reasonable control and prevent or interfere with the performance of this contract.

**Miscellaneous:**

Renter further understands that if any alcoholic beverages are to be served at an event, Renter is prohibited from charging guests for the beverage and the bar area is not to be left unattended at anytime.

Purple grape juice and any beverages with red dye including, but not limited to, red punch, red sodas, and red Kool Aid and/or red Jello shots are not allowed.

The Owner does not provide high chairs, extension cords, ladders, tools, etc.

All tables must be covered, this includes the DJ table (s) and bar tables.

No pets are allowed in the premises at any time.

No property of the Banquet & Conference Center is to be taken outside at any time.

A \$100.00 fee will be deducted from the security deposit if any emergency personnel (Police, Fire etc.) are dispatched to the facility unnecessarily.

These policies are subject to change without notice.

Rates are subject to change, unless a contract has been signed.

Owner reserves the right to end an event early if deemed necessary. No refunds or adjustments will be made in such an event.

I agree to these arrangements and have reviewed and agree to abide by the Owner's Policies.

_____	_____	_____	_____
Renter's signature	Date	Lisa Stow For Owner-Twinbrook Commerce, LLC	Date