



SPECIAL EVENTS AND WEDDING VENUE CONTRACT

This contract defines the terms and conditions under which Generation Pines, a Michigan Limited Liability Company, (“GP”) and _____ (hereinafter referred to as the “Lessee”) agree to the Lessee’s use of the Generation Pines Wedding Venue Facilities on _____ (event date). This contract constitutes the entire agreement between the parties and becomes binding upon signature of both parties. This contract may not be amended or changed unless executed in writing and signed by GP and the Lessee.

Lessee(s) Information

Name(s): _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Cell: _____

Email: _____

Function Information

Date(s) of Function: _____

Hours of Function: _____

Type of Function: _____

Event Planner/Contact Person: _____ Phone: _____

Estimated Number of Guests: _____

Fees and Deposits

a. Venue Rental

The total cost for use of the Generation Pines Wedding Venue as described in this contract is \$_____ plus Michigan sales tax, (if applicable). To reserve services on the date requested, GP requires this contract be signed by both parties and an initial deposit of fifty percent (50%) of the contract fee. Payment of the remaining balance of the contract fee is due thirty (30) days in advance of the event. Deposits and payments must be made by cash or check and be payable to Generation Pines, LLC

b. Damage/Excessive Cleanup Deposit

A damage/excessive cleanup deposit is required in the amount of \$50.00 and is due 30 days before the event. GP reserves the right to use any or all of the damage deposit toward any of the Lessee's obligations under this contract or any claims that GP may have for extraordinary cleanup, damages to or destruction of any property located in, on, or around the premises belonging to GP as a result of Lessee's use of the premises or in any way relating to the event. If extra repair, labor and/or cleanup is required as a result of Lessee's use of the facility, Lessee agrees to pay for such items.

Cancellation and Refund of Deposits

Refunds will only be provided for Lessee cancellations made eight (8) or more months in advance. Lessee will receive a full refund, less a \$100 service charge. Cancellations made less than eight (8) months in advance will receive no refund. Lessee-caused cancellation due to failure to meet the provisions of this contract will not receive a refund.

GP reserves the right to void this contract and cancel an event at any time prior to the commencement of the event should facilities become unavailable for any reason. A full refund will be provided for GP cancellations.

In the event that a refund is due, said refund will be sent to Lessee by check within 14 days of GP's receipt of Lessee's notice of cancellation.

GP reserves the right to cancel, postpone, or relocate any scheduled activity where in its sole opinion there exist factors that may jeopardize the public and/or facilities involved. In addition, GP shall not be liable for any damages/loss of services created by acts of nature on the date of the scheduled facility use.

GP shall have the right to terminate this contract if the Lessee fails to meet or violates any terms of this contract, in which case the provisions of this cancellation policy also apply.

Lessee shall not assign or sub-lease any terms, conditions, or services contained in this contract or any interest therein without the express written consent of GP.

Date Changes

GP cannot provide any date changes.

Facilities Provided

Contracted facility include the following. Usage times listed in the next section.

- Capacity:** GP has a maximum capacity of 216 people/guests.
- Parking:** Lot accommodates a maximum of 100 cars.
- Ceremony Area:** Lessee has a choice of their background arbor for their ceremony. Pictures will be provided to Lessee by GP prior to contract execution.

Usage Hours

Below are the usage hours included in this contract. During this time you will have access to the facilities listed above.

- Monday - Thursday:** 8:00 a.m. to 8:00 p.m.
- Friday & Saturday:** 8:00 a.m. to 10:00 p.m.
- Sunday:** 8:00 a.m. to 7:00 p.m.

Additional Hours

Additional time for setup and cleanup may possibly be able to be accommodated by GP. This request must be made at least 14 days prior to your event. A charge of \$25 per hour is required and must be paid prior to your event.

Rehearsal and/or Rehearsal Dinner

GP does not provide use of its facility for rehearsal and/or rehearsal dinner purposes.

Rules and Regulations

Lessee agrees to follow all Rules and Regulations of this contract. This includes responsibility for any and all actions of group members, event planners, wedding coordinators, and vendors who are involved in the planning and execution of the event or wedding on the premises of GP.

Alcoholic Beverages

GP does not allow alcoholic beverages to be consumed on the premises. Lessee is responsible/liable for any violations of this contract provision by their guests, themselves, their wedding party, or anyone else on the premises for this contracted event.

Smoke Free Facility

Smoking is not permitted. If smoking materials are discarded on roadways or grounds, an extra cleanup charge may be imposed. Any guests violating the smoking restrictions will be asked to vacate the premises by the GP staff.

Decorations

GP reserves the right of final approval for all decorations brought onto the premises. In particular, for safety reasons, any items capable of creating an unsafe environment will not be allowed (fireworks, sparklers, open flames, sharp objects, etc.). The use of birdseed and blowing bubbles is permitted only for wedding reception farewells. Rice, confetti, glitter, pyrotechnics, sparklers and similar items are not permitted anywhere on GP's premises.

Lessee shall remove all decorations without causing damage to GP's premises. No glitter or foil confetti is allowed on the premises as it is extremely difficult to clean up.

Ladders may be used for decorating by the Lessee. The use of ladders is at the user's own risk. Any damages caused by securing decorations will be charged to Lessee.

Children

All children under the age of 16 must be supervised by an adult at all times. Children are not permitted to wander the grounds unattended by an adult.

Pets

Dogs are allowed in outdoor areas only provided they are leashed. No other pets are allowed. Service dogs are excluded from these restrictions.

Cleanup

GP does not include cleanup in its rental fees. Lessee is responsible for returning the facility to clean conditions. Any excess cleaning will be billed to Lessee as provided above.

"As Is" Condition

Lessee understands that the property, facility, and any other stated or implied physical articles are provided in "as is" condition and that no guarantee of a specific condition is provided by GP.

Unforeseen Events

Lessee agrees that GP and its Board members, employees and agents shall not be liable for losses, damages (including attorney's fees, court costs, and consequential damages), detention, delay or failure to perform in whole or in part resulting from causes beyond GP's control, including but not limited to acts of God, fires, weather conditions, power outages, strikes, riots, embargos, delays in transportation, inability to obtain supplies or requirements, or regulations of the United States Government or any other civil or military authority.

For the safety of all involved, should hazardous weather occur, such as tornado, severe thunderstorm, lightning strikes, etc., GP reserves the right to mandate taking shelter until hazardous weather is deemed no longer a threat. If hazardous weather requires the evacuation of our property for the safety of our guests, the event will be terminated, and guests will be required to vacate the premises. Cancellations of outdoor site use due to inclement weather will not be considered for refunds.

Indemnification

Lessee agrees to indemnify, defend, and hold harmless GP, its Board members, employees, members and agents from any liabilities, costs, penalties, or expenses arising out of and/or resulting from this agreement and use of the premises, including but not limited to, the personal guarantee of provision, service, and dispensing by Lessee, and their employees and agents. Lessee shall also indemnify and hold harmless GP, its officers, agents, and employees against any and all liability, claims, actions, demands, or losses of any kind or nature that may occur or be claimed with respect to any person or persons, corporation, personal property, on or about property owned by GP, or to the real estate itself resulting from any act done, or omission by or through the Lessee, its agents, contractors, employees, invitees, or any person on the premises of GP by reason of Lessee's use or occupancy thereof. These may include, but are not limited to accident, injury or damage to property arising from any act of the Lessee's guests, whether intentional or negligent, which occur during use. Lessee agrees to pay all costs and attorney fees incurred by GP, its Board members, employees, members and agents in defending any such claim or action brought against them.

In the event GP, its Board members, employees, members and/or agents are required to file any action in court in order to enforce any provisions of this contract, Lessee agrees to pay GP, its Board members, employees, members and/or agents all reasonable attorney fees, court costs, and costs of suit incurred by GP, including all collection expenses and interest due. Any suit brought by Lessee or GP with regard to any claim related to any aspect of this contract must be brought in Muskegon County, MI.

Assignment

This contract may not be assigned in whole or in part by the Lessee without the express written consent of GP.

Entire Agreement

This agreement supersedes any prior written or oral agreements between the parties.

Amendment

This agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

Severability

If any provision of this agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this contract is invalid or unenforceable, but that by limiting such provisions it would become valid and enforceable, then such provisions shall be deemed to be written, construed, and enforced as so limited.

Waiver of Contractual Right

The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this contract

Township, County, State, and Federal Laws

Lessee agrees to comply with all applicable township, county, state and federal laws and shall conduct no illegal act on the premises. This contract shall be governed by the laws of the state of Michigan.

Signatures

By signing below, Lessee agrees to pay for any damage to the interior or exterior of the said property and/or its furnishings from actions taken by the Lessee, their guests, or by any person contracted or otherwise hired by the Lessee for the event. The Lessee agrees to hold GP, its Board members, employees and agents harmless, including court costs and attorney fees, in any legal action which may result from the event.

Lessees (Printed name(s) of person(s) responsible for payment of fees and deposits)

Name(s): _____

Signature(s): _____ Date _____

GP (Printed name of representative)

Name: _____ Title: _____

Signature: _____ Date _____