

A rental deposit of 50% of the rental fee is due the date this contract is signed by you to reserve the space(s) indicated and is non-refundable. The rental fee set forth above must be paid in full seven days prior to your event. If you cancel the event less than ninety (90) days prior to the event date, you will forfeit the rental deposit. Returned checks will be subject to a \$50 processing fee and constitute grounds to cancel this contract.

In the event there is no rental fee, but a minimum purchase amount instead, it will be handled as such: If at the end of your event, the bar tab is less than the minimum purchase required, the difference will be charged as a rental fee. Sales tax will be charged on any applicable rental fee. A 20% gratuity will also be charged on the final bar tab. Gratuity and tax due is in addition to your minimum purchase. All charges must be paid in full at the end of your event using cash or credit card (we do not accept American Express or checks). Large groups can hold a date without a deposit. If another group wants to make a reservation for the same day, the original group will get first right of refusal and must respond with a signed contract and deposit within 48 hours to keep their reservation.

The credit card listed on the private party contract will be charged for any additional fees you incur related to this contract, including excessive cleaning fees, fees related to this contract's carry-in policy, and fees for damages to our property.

We are not responsible for inclement weather, please plan accordingly. All contingency plans must be prearranged and put in writing.

**Our Pledge:** WBC will have the reserved space available and ready for guests on the date agreed upon and provide adequate staff for your event. Most importantly, we pledge a unique event space with the freshest WBC craft beer on tap!

**Beverage Purchase:** All beverages (alcoholic or non-alcoholic) must be purchased through WBC. **No carry-ins are allowed.** This includes soda and bottled water as WBC provides these items. Should carry-ins be found in your guests' possession during your event, a \$500.00 fee will be charged to the credit card provided. No beverages are allowed to leave the premises. WBC will provide trained, licensed bartenders. WBC staff reserves the right to refuse beverage service to any person without legal age verification (21) or anyone who appears intoxicated. A gratuity charge of 20% will be added to your final bar bill based on the price and number of beverages served.

**Catering:** All catering vendors must be approved by WBC. We will coordinate with you and your caterer to ensure your food service runs as smoothly as possible. WBC does not provide catering or food service items and is not responsible for bussing tables or for paying your caterer. You are responsible for providing us with the names of all vendors at least fifteen (15) days before your event. If a catering vendor not on WBC's list of recommended caterers is hired for your event at WBC, the addendum to the contract titled "Catering Addendum" will be signed by the customer, the catering vendor, and WBC's event coordinator.

Any groups interested in using the WBC grill must get permission from the WBC events manager at least two weeks in advance and should check in with a WBC employee before using the grill.

**Entertainment:** All entertainment (e.g. DJ, musicians, other entertainers) must be arranged by the client and you are responsible for determining if the features of the room(s) rented are sufficient for your needs and those of your entertainer(s). All equipment must be removed within one hour of the scheduled event end time. WBC has the right to impose volume restrictions for the entertainment. We require contact information and certificates of insurance for your vendor at least 30 days prior to the event. WBC is not responsible for handling payment of the entertainment. Any vendors must sign the addendum to the contract titled "Vendor Addendum."

**Audiovisual:** WBC is happy to accommodate basic AV needs at no additional charge. Our sound system, CD/DVD player, wireless microphone, HDMI cable, and large screen TV are available upon request, but use must be prearranged. WBC is not responsible for technical issues involving the use of WBC equipment. All WBC equipment must be returned in good working order and you are responsible for any damage to our audiovisual equipment that occurs during your event.

**Decorations:** Our staff will set up furnishings provided by WBC based on your request. We will provide vendors for your rental of additional equipment if necessary. All decoration details must be approved prior to the event. The use of glitter, confetti, sequins, tinsel, tape, nails, tacks and staples or the like is prohibited. Open-flame candles, fogging and bubble machines are also not allowed. If you wish to keep any decorations that you put up, they must be taken down within one hour of the scheduled event end time unless other arrangements are made; otherwise our staff will remove and discard them and you will be liable for paying an appropriate cleaning/removal as discussed under the “Set-up/Breakdown” portion of this contract.

The firepit is available upon request but is the responsibility of a WBC staff member to maintain it. Guests should not be adding wood to the fire.

**Set-Up/Breakdown:** We will make the rooms identified above available for your use on the date and times indicated. Access for set-up may occur within one hour prior to the scheduled event start time and clean-up must be completed within one hour of the scheduled event end time. Additional access time may be available and must be negotiated no less than two weeks prior to the event. You are responsible for ensuring your vendors set up their equipment to your satisfaction and that they remove their equipment within the time frames negotiated. You are also responsible for ensuring that the rented room(s) are left in the same condition as they were before your event. If any equipment, decorations, supplies, or other property belonging to you, your guests, vendors, and/or entertainers are not removed from the rented room(s) at the end of the breakdown time, we will remove and/or dispose of the same at our discretion and you will be liable for paying a cleaning/removal fee not exceeding \$500.00.

**Losses & Damages:** WBC does not assume responsibility for damage or loss of equipment, merchandise or articles left unattended in public areas or elsewhere in the facility. WBC requires that you authorize charges to a valid credit card in the event of damage. The customer assumes all responsibility for any damage caused to their guests or Wisconsin Brewing Company property by his or her patrons. It is our priority to keep our guests safe.

### **Legal Terms**

This Event Contract (“Contract”) is made between Wisconsin Brewing Company, LLC (“We” or “Us” or “Our”) and the above-identified Client (“You”), collectively, “the parties.” In exchange for the payments and promises set forth below, We agree to provide You with use of the Room(s) identified above on the date and times indicated, subject to the following terms and conditions:

**Losses & Damages:** You are responsible and assume liability for any damage caused to the rented Room(s) or any of Our property during Your Event, including damage caused by You, Your guests, Vendors and/or Entertainers. You are also responsible and assume liability for all damages and/or losses to or of Your property and the property of Your guests, Vendors and Entertainers, and all damages or losses to third-parties or their property caused by You, Your guests, Vendors or Entertainers during Your Event.

**Limitation of Liability & Liquidated Damages:** In the event We breach this Contract, Our liability to You is limited to the amount of the Rental Fee You have paid. We are not liable for, and You hereby agree to waive, any claim for any and all other damages and losses, including, but not limited to, claims for personal injury, property damage, mental anguish, pain and suffering, disappointed expectations, interference with third-party contracts, loss of use of property, and any and all other incidental and consequential damages relating to a breach of this Contract by Us. You also agree and covenant not to sue Our officers, directors, members, and employees for any alleged acts or omissions, negligence, misrepresentations, or intentional torts relating to the formation of or performance of this Contract.

**Indemnification & Hold Harmless:** To the maximum extent allowed by law, You agree to indemnify and hold harmless Us, Our officers, directors, members, employees, heirs, successors, assigns, and any other person or entity claiming by or through Us for any & all losses, damages, claims, liability, lawsuits, demands, obligations, fines, fees, penalties, judgments, costs, expenses, and any & all other loss asserted by You, Your employees, guests, Vendors, Entertainers, third-parties, and their heirs, beneficiaries, successors, assigns, and any other person or entity claiming by or through them, arising directly or indirectly from Your performance and/or obligations under this Contract or any obligation imposed by law on You relating to the same, and/or from the acts, omissions, breaches, torts, and/or other behavior of You, Your guests, Vendors, Entertainers, and their employees, and/or agents during Your Event. The indemnification under this section shall remain operative and in full force and effect upon the completion of the services rendered under this Contract.

**Use of Intellectual Property:** You acknowledge that Our name, trademarks, trade dress, and copyrighted material owned by or licensed to Us and/or Our affiliates are protected under state and federal law. You also acknowledge that such material may be present in the Room(s) rented and/or other parts of our property. These items include, but are not limited to, Our corporate name, logo, trademarks, trade dress, merchandise, murals, stained glass, exhibits, displays, artwork, photographs, and other items located at Our property (“Our Intellectual Property”). Nothing contained in this Contract shall be construed to constitute a license, privilege, or permission for You to use, copy, reproduce, display, perform, or publish any of Our Intellectual Property in any manner before, during, or after Your Event. You may do so only upon entering into a separate, written licensing agreement signed by You and Us. We reserve the right to review and approve any and all marketing or publicity materials relating to Your event, including, but not limited to, invitations, programs, promotional materials, press releases, electronic copy, photographs, depictions, descriptions, telecasts, and/or radio advertisements. Upon Our request, You agree to provide Us with any and all requested material and await Our approval before disseminating, publishing, and/or using the same.

**Assignment; Binding Effect:** You may not assign this Contract or any rights hereunder without Our prior written consent. This Contract is binding upon the parties and their respective heirs, successors, agents, and assigns.

**Governing Law:** This Contract will be construed and interpreted in accordance with the laws of the State of Wisconsin without regard to conflict of laws principles.

**Non-Waiver:** Our failure to enforce or require performance of any term or condition contained in this Contract shall not constitute a waiver of any other term or condition and shall not constitute a waiver of any subsequent breach or default of the same term or condition.

**Merger & Integration:** This Contract contains the entire agreement between the parties with respect to the subject matter of this Contract and supersedes all prior negotiations, agreements, representations, and/or understandings with respect thereto. This Contract may only be amended by a written agreement signed by both parties.

**Venue:** Any action to enforce or interpret any part of this Contract shall be brought in the Circuit Court for Dane County, Wisconsin or the United States District Court for the Western District of Wisconsin, located in Madison, Wisconsin. You agree to waive any objection to personal jurisdiction, venue, or forum non-convenience in any action brought in these courts.

**Prohibited Uses:** You may not use the rented room(s) for any illegal or unlawful purpose. Additionally, you may not use the rented room(s) for the purpose of selling any merchandise. You may not charge an admission fee to your guests or use the rented room(s) for the purposes of fundraising for any person, organization, or cause unless you qualify as a not-for-profit, tax-exempt organization under section 501 (c) or other section of the Internal Revenue Code and provide us with a copy of the Internal Revenue Department's determination letter before signing this Contract. We reserve the right to deny use of the rented room(s) and/or cancel this contract if we determine that your proposed use of the Room(s) violates the terms of this contract or is inconsistent with our business interests, image, and/or reputation. If your organization is a non-profit or tax exempt, a certificate reflecting this exemption must be received no later than fourteen days prior to the event. If the tax exempt form is not received, all taxes associated with the event will be applicable.

**Attorney Fees:** If We are required to commence any legal action to recover monies due under this Contract and/or to enforce any term or condition herein, You will be liable for paying Our costs of collection and actual reasonable attorney fees if We prevail in whole or in part on any claim. If You commence any legal action against Us relating to the performance of this Agreement, You are responsible for paying Our actual reasonable attorney fees and costs in defending the action if We are successful in whole or in part on any defense asserted.

**Catering Addendum**

WBC will accommodate catering vendors under the following conditions:

WBC does not provide services typically provided by a caterer or food service items, and is not responsible for bussing tables or paying your catering vendor. The catering vendor is responsible for providing service items such as plates, utensils, and napkins and bussing these items during or immediately following food service. The catering vendor must clean up all his/her property and remove all items from WBC property within one hour of the end of your event. This includes taking trash and recyclables to the dumpster.

If the catering vendor cannot meet these requirements, WBC will enact the cleaning/removal as discussed under the "Set-up/Breakdown" portion of this contract.

Event Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Event Customer Name: \_\_\_\_\_

Catering Vendor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Catering Vendor Name: \_\_\_\_\_

Wisconsin Brewing Company Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Wisconsin Brewing Company Name: \_\_\_\_\_

**Vendor Addendum**

WBC will accommodate other vendors under the following conditions: WBC does not provide services typically provided by a DJ, event rentals company, or other vendor. This includes set up, take down, and equipment necessary for performing typical vendor functions. WBC is not responsible for paying your vendor, set up, take down, or providing tools to the vendors. The vendor must clean up all his/her property and remove all items from WBC property within one hour of the end of your event unless other arrangements have been made and approved by WBC's event manager. If the vendor cannot meet these requirements, WBC will enact the cleaning/removal as discussed under the "Set-up/Breakdown" portion of this contract. If a vendor damages WBC property in any way, the vendor is liable and will be billed accordingly.

Event Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Event Customer Name: \_\_\_\_\_

Vendor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Vendor Name: \_\_\_\_\_

Wisconsin Brewing Company Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Wisconsin Brewing Company Name: \_\_\_\_\_