



## CONTRACT TERMS AND CONDITIONS

**Payment & Deposits:** 50% of the contracted rental fee or minimum purchase plus tax is due the date this contract is signed by you to reserve the space(s) indicated. This deposit will be forfeited if you cancel the event less than ninety (90) days prior to the event date. Your credit card will be charged the full contract minimum and/or rental fee amount plus tax if you cancel the event less than thirty (30) days prior to the event date. A valid credit card number will be kept on file. Checks or bank transfer are the preferred payment methods.

If at the end of your event, the tab is less than the required minimum purchase, the difference will be charged as a rental fee. Sales tax will be charged on any applicable rental fee. A 20% gratuity will be charged on the final food and/or beverage bill. Gratuity and tax due do not count towards the minimum purchase amount. All charges must be paid in full at the end of your event using cash, check or credit card. Payment with credit cards will incur a 3% processing fee.

Dates are not guaranteed until a signed contract and deposit have been received by The Lone Girl. Availability is on a first come, first served basis.

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.

**Beverage Purchase:** All beverages (alcoholic or non-alcoholic) must be purchased from The Lone Girl. No carry-ins are allowed. 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 with the exception of packaged beer purchased before 9pm. The Lone Girl will provide trained, licensed bartenders. The Lone Girl 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 food and/or beverage bill.

**Catering:** Catering must be provided by The Lone Girl or by one of The Lone Girl's preferred caterers. Exceptions may be made on a case by case basis, but all catering vendors must be approved by The Lone Girl. We will coordinate with you and the caterer to ensure your food service runs as smoothly as possible. The Lone Girl is not responsible 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 you select a different catering vendor not on The Lone Girl's list of preferred caterers, the addendum to the contract titled "Catering Addendum" will be signed by the customer and the catering vendor.

If you elect to use The Lone Girl for your catering needs, pricing for food and beverage cannot be guaranteed at the time of contract. Prices may fluctuate based on market pricing and product availability.

**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 unless other arrangements are agreed upon in writing. The Lone Girl 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. The Lone Girl is not responsible for handling payment of the entertainment. Any vendors must sign the addendum to the contract titled "Vendor Addendum."

**Audiovisual:** The Lone Girl is happy to accommodate basic AV needs at a \$100 base fee. Our sound system, BluRay player, microphone, HDMI cable, projectors, projection screens, and TV monitors are available upon request, but use must be prearranged. The Lone Girl is not responsible for technical issues involving the use of The Lone Girl equipment. All Lone Girl 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 The Lone Girl based on your request. We will provide vendors with additional equipment if possible. All decoration details must be approved prior to the event. The use of glitter, confetti, sequins, tinsel, 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.

**Set-Up/Breakdown:** We will make the spaces identified on the contract available for your use on the date and times indicated. Access for set-up may occur one hour prior to the scheduled event start time and clean-up must be completed within one hour of the scheduled event end time. These times must be arranged and approved in advance. 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 space(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 space(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:** The Lone Girl does not assume responsibility for damage or loss of equipment, merchandise or articles left unattended in public areas or elsewhere in the facility. The Lone Girl 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 Lone Girl property by his or her event attendees. It is our priority to keep our guests safe.

## Legal Terms

This Event Contract (“Contract”) is made between The Lone Girl 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 and/or Deposit 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, investors, 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, investors, 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. 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.

**Prohibited Uses:** You may not use the rented room(s) for any illegal or unlawful purpose. 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

The Lone Girl will accommodate catering vendors under the following conditions:

The Lone Girl 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 The Lone Girl 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, The Lone Girl will enact the cleaning/removal as discussed under the "Set-up/Breakdown" portion of this contract. If a caterer damages The Lone Girl property in any way, the caterer is liable and will be billed accordingly.

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

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

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

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

## Vendor Addendum

The Lone Girl will accommodate other vendors under the following conditions:

The Lone Girl 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. The Lone Girl 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 The Lone Girl property within one hour of the end of your event unless other arrangements have been made and approved by The Lone Girl. If the vendor cannot meet these requirements, The Lone Girl will enact the cleaning/removal as discussed under the "Set-up/Breakdown" portion of this contract. If a vendor damages The Lone Girl 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: \_\_\_\_\_