

Wells Catering Service, Inc.
7533 Sunwood Dr
Ramsey, MN 55303
(763) 712-0987

Contract Terms and Conditions

- 1. Parties to this Agreement.** “Patron” means the client who is signing this contract and who assumes responsibility for sponsoring the event. “Wells Catering” means Wells Catering Service, Inc., which is catering the event.
- 2. Menu Selection.** Changes in menu selection or the estimated number of guests can be made up to fourteen days prior to the event, although the total charge can not be less than the deposit. All pricing subject to change and cannot be guaranteed within 60 days.
- 3. Payment Terms.** A deposit of the hall rental and signed contract is required to reserve a location and date for any event. Any reservation prior to the receipt of the deposit is deemed tentative and will not be honored if the deposit is not made within two days of the reservation. While the deposit is nonrefundable, it will be applied to the bill for services provided. When the deposit is made, a credit card number with and expiration date past the event date must also be provided. Final payment for the catering is due fourteen days prior to the event. If a credit card is used for the final payment an additional 3% charge will be added to the total bill. A food and beverage minimum of \$4000.00 does apply. In the event additional charges are incurred at the event, they will be immediately charged to the credit card account at the conclusion of the event. If this contract is cancelled by Wells Catering for untimely payment, patron forfeits the deposit.
- 4. Final Adjustment of Bill.** The initial menu selection and minimum guest estimates are made at the time the deposit is made. The final adjustments to menu selection, minimum guest guarantees, or other services must be made fourteen days in advance of any function. If Wells Catering does not receive any change in the final adjustment, it will prepare the event for the initial estimate of guests in attendance, menu selection and other services ordered. The final adjustment of the bill will be adjusted to the number of the original guest estimates or the actual number of guests, whichever is greater.
- 5. Service of Alcoholic and Non-alcoholic Beverages.** All beverages, alcoholic and non-alcoholic, must be provided by Wells Catering and served by our staff. Minnesota State Law provides that it is unlawful to serve liquor to any person under 21 years of age, or permit any person under 21 to consume liquor on our premises. Our staff has been instructed to request proof of age from any individual in question. They have also been instructed to refuse service to intoxicated persons. The patron will be responsible for controlling minor

consumption. Wells Catering reserves the right to assess the level of alcohol consumption and will act accordingly to provide a safe environment for all guests. This means that additional alcohol sales can be withheld at any by management or servers. Alcoholic beverages are not allowed in the parking lot or outside of the event center patio area. Anyone found bring in outside alcohol or consuming outside alcohol in the building, patio area or parking lot will be asked to leave immediately.

- 6. Patron Assumption of Liability.** Patron is responsible for any damage or theft of property in the premises (including repair or replacement of furniture, equipment and table accessories) by their guests, invites, or other individuals under control of the client. Wells Catering will bill or charge the Patron, or charge the credit card on account with it, or any damage to property. Damage to property includes but is not limited to excessive cleaning after the event. Any damage to the premises will also be charged to the client.
- 7. Unlawful Activities.** Patron will comply with the laws of the United States, the State of Minnesota, and the municipality, including all lawful orders of police and fire departments, and will not do anything on the premises in violation of any laws, ordinances, rules or orders.
- 8. Liability Limitation by Wells Catering.** Wells Catering is not responsible for any loss or damage to equipment, decorations, merchandise, clothing, personal items or articles left at the event center, on the patio, or in any other part of the premises prior to, during or after patron's event. Patron waives any right to claim damages or loss against Wells Catering regarding any act performed or connected to the event.
- 9. Security.** Wells Catering promotes a safe and friendly atmosphere. Wells Catering reserves the right to require licensed security for any function, which cost shall be the responsibility of the Patron. Wells Catering also reserves the right to inspect and control all events and to ask any guest to leave the premises at any time if it determines that their behavior is inappropriate, dangerous, disruptive or destructive.
- 10. Third Party Indemnification by Patron.** Patron agrees to indemnify and to hold Wells Catering harmless against all claims for injury or damage to persons or property arising out of any act, omission, negligence, or misconduct on the part of the patron or any of its agents, guests, patrons or invitees.
- 11. Third-Party Liability.** Wells Catering assumes no responsibility for the conduct of guests, members and third-parties hired to provide services.
- 12. Assignment.** This contract is not assignable without the written consent of Wells Catering.

- 13. Entertainment.** Patron will make arrangements for any entertainment provided for the event. Wells Catering reserves the right to control the volume of all musical entertainment. All entertainment must be approved by Wells Catering for every event. Entertainment must end thirty (30) minutes before closing time.
- 14. Smoking.** Wells Catering operates a non-smoking event center. Smoking is permitted, however, in designated areas outside the premises.
- 14. Additional Services.** Gifts, cakes, flowers, photographers, valet service and coat check arrangements are the responsibility of the Patron. Wells Catering will provide a cake table and gift table.
- 15. Food.** Pursuant to State Law, all food purchased for functions at the event center must be prepared by Wells Catering. Further, all food and beverage must be purchased solely through Wells Catering. Health Department regulations prohibit the consumption of outside food and/or beverages at the event center. This prohibition, however, does not apply to specialty cakes if the cakes are prepared at a licensed bakery. State and local health codes prohibit Patron or its guests from removing food from the premises without a signed leftover food waiver.
- 16. Decoration Policy.** No confetti, glitter, crape paper, sequins or natural vine garlands can be used in the event center. Usage of any of these items will result in a \$200.00 clean up fee. Patron must provide all necessary items to safely decorate, including but not limited to extension cords and duct tape to secure the cords to the floor. Room decorating times must be arranged through your event coordinator. **NO TACKS, TAPE, ETC ON THE WALLS, CEILING AND FLOOR.** Use of any candles or flame must be contained in glass, and when lit, the flame must be contained below the glass edge. All decorations and equipment must be removed from the event center when the event is completed. All Ceiling décor must be done by a licensed vendor.
- 17. Cancellation by Client.** The hall rental deposit is nonrefundable. If the event is cancelled within 180 days from the date of the scheduled event, all deposits and pre-payments are forfeited in full.
- 18. Cancellation by Wells Catering.** Wells Catering reserves the right to terminate this contract for any reason. If Wells Catering terminates this contract over 30 days prior to the event date, all deposits and pre-payments will be returned within ten (10) days. If Wells Catering terminates this contract within 30 days prior to the event date, all deposits and pre-payments will be returned in full. In addition, Wells Catering shall pay a \$250.00 penalty.
- 19. End of Events.** Any entertainment must end 30 minutes prior to closing time. All functions must end no later than 12:00 a.m. All guest, decorations and personal property must be removed by 1:00 a.m.

20. Taxes and Service Charge. All food and beverage is subject to state and local taxes. All liquor services are subject to state and local taxes. All food and beverage is subject to a 18% service charge. All taxes are subject to change according to local and state laws.

21. Waiver of Liability by Patron to Fountains of Ramsey. Fountains of Ramsey is an event center leased by Wells Catering from Ramsey Professional Center, LLC. Wells Catering and Ramsey Professional Center, LLC are not partners, joint venturers, or affiliates as it relates to the business of Wells Catering. Patron agrees that Ramsey Professional Center, LLC shall not be liable to patron or its guests for any breach of this agreement by Wells Catering.

22. Patron Waiver of Liability to Wells Catering, Fountains of Ramsey, and Ramsey Professional Center, LLC. Patron hereby releases Wells Catering, Fountains of Ramsey, and Ramsey Professional Center, LLC. (hereinafter "Landlord and Caterer") from all damage, compensation or claims from any cause other than the intentional misconduct of Landlord or Caterer (or their partners, officers or employees) arising from: 1.) loss or damage to personal property at the event center including wedding gifts, equipment, merchandise, musical instruments, coats, clothing, decorations, money, securities, or other property; 2.) lost business or other consequential damage arising out of interruption in the use of the event center, and 3.) personal injury to the patron or any of patron's guests or invites.

Patron's signature on this contract constitutes acknowledgement of the foregoing terms and conditions and affirms that Patron agrees to comply with these terms and conditions.

Patron

Wells Catering Services, Inc.

By:_____