

✓ Quote

✓ Contract

Invoice



### Basic Agreement Terms

This Agreement is voluntary between La Fontaine Event Center (Venue) and the Client. This Agreement defines the obligations of all parties pertaining to the rental of the Venue. This agreement includes the provisions and fees outlined below.

Sean Sullivan  
City of Ramsey Meeting  
La Fontaine Event Center  
Wednesday, January 29, 2025  
8:00 am  
10:00 am  
130 Guests

Initials here: SS

### Rental Time

The rental time period is noted in the face of the contract. In addition to the length of your event, this must encompass any time that the Client, venue employees, vendors, or subcontractors will be present in the Venue. All events must end no later than the time stated on the face of the contract. Failure to vacate at the end time will result in a charge of \$800. Thirty days prior to the event, a list of all vendors and contact information is required. The venue will contact each vendor to review venue policies and procedures. If additional hours are needed by vendors, the Client may purchase additional hours (8am - 12am) for \$100 per hour and must be approved by the venue. Additional hours between the hours of 1am - 8am must be approved by the venue and are available for \$500 per hour.

### Final Details

Venue staff will be available via email, phone calls, and in-person meetings to provide guidance and support during the planning process. All final details are required thirty days before the event along with a final meeting. No changes are permitted after this time period. All details confirmed with the Venue will be available via the Client event order.

### Payments

A deposit is required to secure the Venue and is due with a signed contract. The deposit is the venue rental rate. A payment schedule is available with a second payment due halfway through and the final payment scheduled thirty days before the event. All payments will be outlined in the Client contract and invoice. A valid credit card on file is required prior to all events, and this card shall be used for any unpaid balances. If payment is not received in full by the terms stated in this contract, the credit card on file will be charged. Any late payments past five days of the due date will incur a late fee of \$150. Any costs (including legal fees) incurred for collecting amounts due will be the responsibility of the Client. Failure to pay any balance due

will result in a cancellation of the event at the discretion of the Venue. All payments toward the booked date are non-refundable and non-transferable.

#### Cancellation Policy

All payments are non-refundable when the Client cancels their event. Date changes will be based on availability and specific circumstances and must be approved by the Venue. Dates may be changed for a \$3000 re-booking fee.

#### Vendors

All vendors must be pre-approved by the venue. All Vendors working at the Venue shall carry and maintain workers' compensation insurance, and general liability insurance, and provide a policy endorsement naming La Fontaine Event Center as an additional insured showing the required insurance is in place. Venue staff will work directly with Vendors to obtain this information. All rental items and vendor equipment must be removed at the end of the event. The venue will contact each vendor to review venue policies and procedures. Additional charges will incur for damages and/or excessive cleaning needed of the Venue. All damage and cleaning charges will be charged to the Client credit card on file.

#### Deliveries and Pickup

All deliveries and pick up from the Client and vendors must use the load in zones appointed by the venue. The Venue Manager and Event Manager will provide vendors with a delivery and pick-up schedule and access to the building. In the event the vendor arrives without a scheduled time, the vendor will not have immediate access for load-in until it is approved by the Event Manager. Under no circumstances should a vendor load equipment without an appointment or in a public right of way. The Venue is not responsible for any lost or stolen items of the Client or vendors. All Client and vendor equipment, materials, and personal belongings must be removed from the Venue by the conclusion of the Event.

#### Catering

*In-House Catering* - Final menu selection and minimum meal guarantees are due fourteen days prior to the event. The Venue requires the final guaranteed attendance at this time as well. Should the Venue not receive the final attendance by this time, Caterer will prepare the original estimated attendance amount and charge for the estimated attendance or the number actually in attendance, whichever is greater. The final attendance is not subject to reduction. Client agrees to pay for the number of attendees listed on the updated contract and invoice. This includes those individuals accounted for in the final attendance that do not attend. No adjustment will be made for guests accounted for in the final head counts that do not attend. Client may submit menu selections in conjunction with the execution of this agreement. Client may change its menu selections up to fourteen days prior to the Event, subject to the availability of products and any necessary pricing adjustments. All menu prices are subject to change fourteen days before the event. If a drastic change in ingredient prices within Client's menu is established, Client has two options: (i) a new cost (maintaining Client's present menu) will be assessed based on current market prices to which Client may agree to; or (ii) substitute menu item(s) will be presented to Client in order for Client to maintain the agreed upon menu price. Once Client final menu selections have been made, an updated menu will be prepared and added to the contract, which will cover all details as discussed. The Client will need to review this final event order indicating that all the information is correct and then return the form to the venue. Meals cannot be served without this final approval.

*Outside Catering* - Outside catering may be utilized with pre-approval if In-House Catering does not provide the choice cultural meals needed. Outside caterers will be charged a 20% fee at the venue along with licensing and insurance requirements. A minimum of \$1000 on the final food total will be assessed for outside caterers. The Venue may also assess additional fees to the Client and any clean-up or damage resulting from the caterer will be the responsibility of the Client. The Venue should be indemnified and held harmless from any and all claims, actions, costs, damages and liabilities resulting from the service or product of the Vendor. Client agrees to sign an outside catering waiver. Outside caterers are required to provide a business license and an insurance policy, and an outside catering agreement. All outside caterers must supply china, glassware, servers and abide by any city, state, or federal rules and regulations, and adhere to the Venue's policies and procedures. In the event, the outside caterer does not meet the criteria set forth in this agreement AND the outside catering agreement, the Venue reserves the right to decline the licensed caterer to provide service at the Venue.

### Beverage Service

The sourcing, management, and distribution of ALL beverages are required to be performed by Venue, as the holder of the liquor license, permits, and insurance. No alcoholic or non-alcoholic beverages may be brought into the Venue by Client, guests, vendors, or subcontractors. Any guests that appear to be thirty years of age or under will be carded by Venue staff and must have either a valid driver's license or picture ID. Any guest, attendee, agent, or sub-contractor without a valid form of identification will be refused service. The Venue has the responsibility to serve alcohol safely and maintain the right to refuse service to any person at any point during an event. All alcoholic beverages served at the Venue are strictly prohibited outside the venue. Any and all liabilities arising from the consumption of alcoholic beverages on the premises are the responsibility of the Client. No alcohol can be served unless food is provided. A minimum of one bartender and security per 100 guests – no exceptions. Note: this is a minimum requirement, additional bar staff may be necessary to ensure adequate service levels. The venue reserves the right to refuse service and evict Clients and/or their guests from the property or to close the bar at any time during the event for problematic behavior. The Venue demands strict adherence to state laws regarding alcohol consumption at all events.

### Restrictions

All vendors must be pre-approved by Venue staff and a liability waiver must be signed. No tape, nails, pins, or staples can be used on building surfaces. Nothing may be attached to the walls without approval from Venue staff. Anything needing to be installed must be pre-approved by the venue. Candles must be stationary and enclosed in non-flammable containers such as votives or glass vases. Battery-operated tea lights are recommended but open flame is permitted. Flower petals may only be used for decorating purposes on tables only, and must be cleaned up entirely at the end of the event. Flower petals are not allowed on the floor. No glitter or confetti is allowed at the Venue. All vinyl dance floors must be pre-approved by the Venue. Excessive material/waste/equipment provided by Client or vendors must be removed at the conclusion of the event. Client and vendors are responsible for all clean-up of personal effects/property after the event and will leave the Venue in the same condition as before the event. Additional charges will incur for damages and/or excessive cleaning needed of the Venue. All damage and cleaning charges will be charged to the Client credit card on file.

### Audio/Visual

Entertainment in the way of performers and DJs or their representatives, must contact the Venue with audio/visual needs they may have in regards to A/V, sound, and lighting equipment thirty days prior to the event. When utilizing the Venue, A/V, at least one Venue A/V Technician must be onsite for the full event time plus an hour prior for preparatory work. The Venue reserves the right to control all levels of A/V of any DJ, band, performer, or production. All music and entertainment performers and all of their equipment and services must be delivered, set up, and removed within the timeframe stated on the face of the contract. All final details of A/V logistics are due thirty days before the event. Any changes within that period will be charged a \$500 re-set fee.

### La Fontaine Event Center Staff

The Venue staff will be responsible for your event logistics and details happening in the Venue. The Venue staff does not act as a personal coordinator or planner. We highly recommend hiring an event planner or coordinator to assist you with your details. At the minimum, the Client is required to supply a day-of coordinator that is familiar with the details of the event.

### Conduct

Client and guests shall utilize the Venue in a considerate manner at all times. The Venue strictly prohibits drug use or smoking of any kind on the premises and will be cause for immediate expulsion. Disparaging remarks or any type of physical violence is strictly prohibited and will be cause for immediate expulsion. Weapons of any kind are strictly prohibited and will be cause of immediate expulsion. Conduct deemed disorderly is at the sole discretion of Venue staff and shall be grounds for immediate expulsion from the premises and the conclusion of the rental period. In such cases, event payments are not refundable. All conduct policies are applicable to any public space in the building. All legal consequences and ramifications are the sole responsibility of the Client.

### Indemnity

Client agrees to indemnify and hold harmless the Venue, our officers, directors, governors, managers, staff, and agents working on Client's behalf, from any and all claims, actions, suits, costs, damages, and liabilities resulting from any breach of this Agreement by Client, and any negligence, willful misconduct or omissions by Client, it's guests, attendees, agents or subcontractors.

### Force Majeure

Venue obligation to perform this Agreement is subject to labor disputes, strikes or picketing, accidents, governmental requisitions, restrictions upon travel, transportation, food, beverage, and other supplies, acts of God, and other causes beyond our control.

### Dispute Resolution

Any dispute, claim, or controversy arising out of or relating to this Agreement, including without limitation the breach, termination, enforcement, interpretation, or validity of this Agreement (and including the scope or applicability of this covenant to arbitrate), shall be determined by arbitration conducted in Ramsey, Minnesota before one single arbitrator selected by the parties (or if the parties cannot agree on an arbitrator, selected by a court having jurisdiction). The arbitration will be administered by the American Arbitration Association pursuant to its Commercial Arbitration Rules. Judgment on any arbitration award may be entered in any court having jurisdiction. Nothing in this Agreement will prevent the parties from seeking provisional remedies in furtherance of arbitration or enforcing an arbitration award, from a court having jurisdiction.

### General Provisions

This Agreement constitutes the entire Agreement of the parties and supersedes any prior understandings, agreements or representations by them, whether written or oral, to the extent related in any way to the subject matter of this agreement. No amendment of this agreement will be valid unless set forth in writing and signed by both parties. No waiver by any party of any breach hereunder will be deemed to constitute a waiver of any prior or subsequent breach in any way any rights arising by virtue of any prior or subsequent breach. Any provision of this Agreement that is invalid or unenforceable in any situation, in any jurisdiction, shall not affect the validity or enforceability of the remaining provisions of agreement, or the validity or enforceability of the ending provision in any other situation or in any other jurisdiction. This Agreement may be executed in any number of counterparts, each of which taken together shall be deemed to be an original, but all of which shall constitute one and the same.

SEAN SULLIVAN

*Sean Sullivan*

✓ Signed Sep 17th, 2024