



Conference & Special Events Agreement



Please read the following terms of agreement carefully. This agreement is made between the undersigned ("Customer") and CLM Business Corp, which is referred to in this agreement as Hawk Hollow and/or Eagle Eye.

Name of Event:		Company Name:			
Event Location:					
Event Date:	Rental Fee:	Date Received:	Is Event Tax Exempt?		
Payment Type (Circle One):	American Express	Visa/MC	Discover	Check	Cash
Card Number: _____	Exp.: _____	Security Code: _____	Billing Zip: _____		
Check Number: _____	Name on Check: _____				

The below terms are made part of the Conference & Special Events Agreement. The undersigned Customer has read, understands and agrees with the terms below and by signing this agreement, the Customer agrees to all terms contained herein as part of the Conference & Special Events Agreement.

Customer:

Hawk Hollow/Eagle Eye Representative:

Print Name: _____

Manager: _____

Signature: _____

Signature: _____

Any requests for revisions to this contract must be typed into an addendum by Customer and returned HH/EE's event coordinator for approval. Upon approval of the addendum, the event coordinator will revise the contract appropriately and return to Customer.

The room rental fee is the deposit and is due at the time of booking. The rental fee includes the use of the room(s) for the event's specified time frames with premises vacated no later than 1:00 am, structure arrangements, set up/clean up, house linens (white 90" rounds) OR limited color options (72x72 inch square), house napkins, white table skirting, china, stemware, flatware, coat racks, podium, reserved signs and table numbers/stands. HH/EE reserves the right to adjust the room assignment based on the actual status and size of the event. Revisions in guest count, times, dates or meal plans may necessitate revision of room placement. Set up which requires use of the room prior to the day of the event will be determined based on room availability and is not a guarantee.

HH/EE banquet rooms have a minimum guest count requirement. These requirements are as follows:

Hillside Room – 125 guests

Lakepoint Room – 150 guests

Grand Garden Room – 275 guests

Eagle's Nest and Log Cabin Room – No minimum requirements

Lakeview Room – 125 guests

Patio 1 – 125 guests

Patio 2 – No minimum requirement

Patio 1 and 2 – 150 guests

Some exceptions may be made to the minimum requirements. This is at the discretion of HH/EE. In the event that the minimum requirement is not met, the event host may choose to purchase meals for the minimum requirements to reserve the space.

For events which require an excessive number of tables (vendor, auction, displays, etc.), white floor length banquet linens may be used in place of white table skirting.

The room rental fee is non-refundable unless an event of similar size is booked for the same date in the cancelled room. Room deposits may not be transferred to alternate dates. All cancellations must be submitted in writing and require the Customer copy of the contract to be returned to HH/EE. If reservation is cancelled 30-60 days prior to the event the deposit is forfeited. Food and beverage charges will be incurred based on your estimated guest count. Cancellations within 60 days prior to the event will be charged 30% F&B. Cancellations within 30 days prior will be charged 50% F&B.

Minimum food and beverage requirements for each event are as follows: \$9.95/person Sunday-Friday and \$14.95/person on Saturdays or holiday weekends.

Meeting packages will require full room rental fee as a deposit at the time of booking. With a guarantee of 20 guests or more the room rental fee will be applied to the final invoice. If there are less than 20 guests, the room rental fee will not be applied to the final invoice.

All events are given up to 12 banquet tables (30"x6'8") which are included in the rental fee. Events that require more than 12 banquet tables will be charged \$10/table and will include a linen. Should white table skirting be needed, cost for each additional table will be \$25/table. Classroom style tables are available at \$10/table and will include a linen only. Staging, cocktail tables and AV can equipment can be ordered through HH/EE. AV equipment will

be charged 18% service charge. Cancellations for AV equipment must be made at least 24 hours prior to the event to avoid be charged in full.

A two-week appointment between host and HH/EE will take place to gather final event details. Final menu selections must be submitted at this appointment to ensure availability of menu items. Final details appointments are not permitted to take place prior to two weeks before the event to allow optimal attention to current events taking place.

All food and beverage must be purchased through HH/EE. Food items may not be removed from the premises upon completion of the event. Leftover food is donated to Food Movers.

Final plate count must be submitted seven business days prior to the event. This is the minimum guarantee for which you will be charged even if your guests do not attend. No reduction in count can be accepted less than seven business days prior to the event. Additions can be made up to four business days prior to the event. Additions made after four business days prior to the event are charged 20% above the menu price. If a guarantee is not received by the agreed upon date, your last estimated number of guests is considered your guarantee.

An additional charge of \$1.00/person will be applied to all plated meals which have a choice of two entrees. An additional charge of \$2.00/person will be applied to all plated meals which have a choice of three entrees. Substitutions may be made for guests with special dietary needs at no charge. Any such requirements must be made with the event coordinator no later than four business days prior to the event. For service of multiple choice meals, the host must provide clear, identifiable place cards which include the entrée selection of each guest. Combination plate meal costs are established by HH/EE. For groups less than 20, we require that a plated meal be offered with no more than two entrée choices. HH/EE reserve the right to substitute other available food and services if necessary in the event the number of guests exceeds the guaranteed number, or if the guaranteed number is received less than four business days prior to the event. If an event exceeds the final count, the final bill will reflect the actual number of guests served.

Billing for any additional meals added after four business days prior to the event will be sent following the event. Dependent upon the type of event, direct billing may take place in the days following the event and is due thirty days upon receipt.

Menu pricing is guaranteed 90 days prior to the event. All prices are subject to Michigan sales tax and 18% service charge. A service charge is added to food, beverage, décor and AV prices to offset facility maintenance and administrative costs. The service charge does not replace a gratuity for the servers/bartenders.

HH/EE are non-smoking facilities indoors. Guests may smoke on any patio, veranda or in the parking lot.

HH/EE does not permit the affixing of anything to the walls, ceilings or floors with nails, tacks, tape staples or any substance without prior approval from the event coordinator. Glitter/confetti, artificial snow and fireworks (including sparklers) are not permitted. The host of the event will assume responsibility for any and all damages to or loss of property from the guests, invitees, staff or others affiliated with the function. Fees will be assessed for decorations left in the room, excessive clean up or damages after the event.

Holiday décor are set the last week of November and remain in the room until the last holiday party has taken place. Christmas trees/décor are not allowed to be moved to other locations in the room. Color combinations on the trees are at the discretion of HH/EE and will not change once in place.

Any changes or additions to the room made within 24 hours prior to guest arrival will be subject to additional labor fees.

There will not be space available for the host to store personal property, equipment or supplies before or after the scheduled event.

HH/EE will not be held responsible for the damage or loss of any merchandise or personal articles left on the premises prior to or following the event. All items must be removed from the facility immediately following the event.

The use of outside vendors is permitted. This includes but is not limited to DJ's, cakes, bands and decorators. These vendors must meet all requirements stated in this Agreement. Entertainers must finish their last set by 12:45 am. All vendors must remove equipment/supplies by 1:30 am to avoid additional fees to the host.

Neither HH/EE shall be liable to the Customer and the Customer hereby waives all claims against HH/EE for injury or damage to persons or property sustained by Customer or made against Customer, resulting from any cause including but not limited to: 1.) any accident in or about the banquet facilities, including the parking lot area, or 2.) any personal injury or property damage resulting directly or indirectly from an act of negligence of the Customer, Customer's guests, Customer's employees, Customer's agents or Customer's invitees. In addition, Customer shall indemnify and hold harmless HH/EE against all liability, costs and attorney fees arising out of the Customer's use of the banquet facilities that arise from personal injury or property damage caused wholly or in part by any act or omission of the Customer, Customer's guests, Customer's employees, Customer's agents or Customer's invitees.

Any claim for damages against HH/EE for any reason by Customer, Customer's guests, Customer's agents or Customer's invitees, will be limited to the amount of the rental fee paid by Customer as set forth in the Conference & Special Events Agreement. HH/EE shall not be liable for non-performance of this contract when such non-performance is attributable to labor troubles, disputes, strikes, accidents, government (federal or municipal) regulations and/or restrictions upon travel or transportation, availability of food and beverages, riots, national emergencies, Acts of God, weather and other causes whether enumerated herein or not, which are beyond the reasonable control or prevent or interfere with the performance of HH/EE.

Dependent on the nature of the event, public liability and property damage insurance, security deposit or security personnel at the hosts expense may be required.