

BEST WESTERN PLUS INN TOWNER AND THE HIGHLAND CLUB POLICIES AND CONDITIONS

The BEST WESTERN PLUS InnTowner agrees to reserve the space necessary to accommodate the functions and requirements listed. The rates and terms in this agreement are based on your original guest room commitment. **The Hotel reserves the right to modify rates and charges based on group's actual pickup and attendance numbers. Function space is assigned according to the number of persons guaranteed to attend. The hotel reserves the right to reassign the space to accommodate both the group and all other groups or parties who are using the hotel's facilities during the Group's official meeting dates.** And in consideration thereof, the customer agrees to use said space under terms and conditions listed below.

1. Performance of this agreement is contingent upon the ability of the Hotel to complete the same, and is subject to labor troubles, disputes or strikes, accidents, government (federal, state or municipal) requisitions, restrictions upon travel, transportation, food, beverages or supplies; and other causes whether enumerated herein or not, beyond control of the Hotel preventing or interfering with performance. In no event shall the hotel be liable for the loss of profit or for other similar or dissimilar collateral or consequential damages whether based on breach of contract, warranty or otherwise.

2. Two weeks prior to your function, please inform our sales staff of your entree choice, special requests, specifics relating to your function and your estimated number of guests. You should select one entree for all your guests. The Hotel should be informed at this time of special dietary requests. Failure to do so will result in a \$100 administrative fee.

3. Seventy-two hours prior to your function, we require your guarantee of the number of guests attending. **Guarantees cannot be changed after this point.** If no final guarantee is received, we consider the number expected on the Event Order Contract to be the correct and guaranteed number. If the guarantee falls below the minimum number required for a banquet buffet, you will be charged the minimum number guarantee for that buffet. **Special dietary requests on the day of the function will be considered as extra charges over the minimum guarantee.** Special requests will be honored as possible.

4. If on the day of an event the client or guest changes the room set-up specified on the Banquet Event Order, a minimum \$100.00 labor charge will be posted on the check.

5. Requests for special menus or parties can be provided by the sales staff. The guarantee policy may differ for special requests.

6. All federal, state and municipal taxes which may be imposed or be applicable to this agreement and to the services rendered by the Hotel are in addition to the prices herein agreed upon, and the client agrees to pay them. **Please add 20% service charge and applicable 5.5% sales tax to all menu quotations.** Prior quotations are valid for a period of ninety days. After that time, adjustments may be made to cover changes in food, beverage and labor costs. The Hotel will notify the client of any price changes prior to the scheduled use of Hotel facilities and services.

7. Groups requesting tax exemptions must submit a copy of their Tax Exemption Certificate at least two weeks prior to your function.

8. In the event you should cancel within 90 days of your event, a cancellation charge of 50% of your meeting space and expected guest room block will be assessed. If any event is cancelled 30 days or less prior to the scheduled date the client is liable for full room rental and 100% of the estimated food costs and estimated guest room blocks. The client will be responsible to the Hotel for its attorney's fees and other collection costs, if it is necessary to pursue collection of payments due to the Hotel. All penalty fees are at the discretion of the Hotel General Manager, Director of Sales, and/or Sales Representative listed on contract.

9. Wedding receptions and other social functions require a non-refundable deposit of \$500.00 upon booking of the reservation. A second non-refundable deposit of \$500.00 will be required six months prior to the scheduled function date. The balance is due 72 hours before the event, along with the final guarantee. Payment must be made by money order or cashier's check. Additional charges that are incurred during the function are payable immediately following the event. Any refund due will be issued by the accounting department on the next business day following the event.

10. Banquet tickets will be presented to and approved by the Client in charge of the event following the event. Any discrepancies in the billing must be resolved at this time.

11. During the contract period, the client is responsible for any and all damage to the furnishing, equipment and property of the Hotel caused by the Client, or the client's guests, employees or agents (ordinary wear and tear expected) and Client shall pay the Hotel all reasonable costs incurred for cleaning, repairing or replacing such property or equipment. The InnTowner does not permit the affixing of anything to the walls, floors or ceilings of room with nails, staples, tape or any other substance by the Client, unless written approval has been received from the InnTowner prior to the function. No glitter or confetti may be placed on the tables.

12. Outside catering is allowed on site, however all outside catering and foods sources must have a complete and signed wavier, including licensing and insurance information on file with Sales Office 2 weeks prior to event. All outside food brought into Hotel Banquet Space must be provided by a licensed caterer. No liquor can be brought into function rooms of the hotel from outside sources (WI. Statute 125.32(6)). Due to health regulations, no left over food or beverage may be removed from the meeting rooms or off InnTowner property.

13. **You must notify the Hotel of any materials** that will be delivered prior to an event. The Hotel will not accept any C.O.D. deliveries. The Hotel will not be responsible for any damage or loss of any equipment, merchandise or any articles left in the Hotel prior to, during or following any function, including articles that are left at risk to clients. A storage charge may be assessed.

14. The Sales Staff must be informed, at time of booking, of functions which have live music, DJ music or other music. Entertainment must cease at 12:00 midnight sharp.

15. **A reduction in function attendance and in actual number of sleeping rooms used will result in an imposition of additional meeting and banquet room charges based on an established scale.**

16. The BEST WESTERN PLUS InnTowner and The Highland Club observes, and you must abide by, **Wisconsin State Liquor Laws**. No person under the age of 21 will be served intoxicants. IDs are required. All alcoholic beverages must be dispensed by hotel servers and bartenders only. The hotel reserves the right to refuse service and to end the function immediately if liquor laws are not obeyed.

17. Guests will be admitted to and expected to depart the facility in accordance with the times specified on the contract, unless other arrangements have been approved by the InnTowner. If a meeting extends past time allotted, an additional room charge will be added on the bill.

18. The name and/or logo of the BEST WESTERN PLUS InnTowner and The Highland Club can only be used for advertising purposes with permission from the Hotel.

19. No signs can be placed outside or within the BEST WESTERN PLUS InnTowner and The Highland Club, unless prior arrangements are made with the Hotel.

20. General operation of audio-visual equipment is to be managed by the client. Extensive assistance and/or manning of AV equipment, or additional set up not specified Banquet Event Order, will result in appropriate AV technician fees. The client assumes responsibility for condition of audio visual equipment resulting from use during function.