

# Michaud's

CATERING & EVENT CENTER

## HELLO AND CONGRATULATIONS!

\*Throughout this document, "buyer", "you", "your", etc. means you, the customer. "seller", "we", "our", etc. means Michaud's, its agents, and employees

Michaud's is a family owned and operated catering establishment that has been pleasing customers since 1933. When you\* contract with Michaud's, you take a great step toward making your event the wonderful occasion that you dreamed it could be.

We very much appreciate your commitment to us; and, in return, we commit to you to have our facility, our equipment, our food and our highly-experienced staff ready when promised to provide you and your guests with the precise event that you expect. It is particularly important to understand, however, that we alone cannot do everything that makes your event a wonderful memory. By your contract, you enter a partnership with us to produce your event; and, if we each do our part, we know, from all our years of experience, that the result will be wonderful.

We warrant that all our services shall be performed by personnel possessing at least the highest level of competency consistent with the standards of our industry. We provide this warrant in lieu of all other warranties, express or implied, and as the sole warranty extended by this contract. The value of our services is fixed for you and for us by the payment terms of this contract.

The following are the **Terms and Conditions of the Contract**. They are a part of our contract; and they clarify our obligations and your obligations. It is vital to the success of your event that you become familiar with these Terms and Conditions and that you understand that they bind you and us.

## PRE-EVENT OBLIGATIONS

### **BOOKING DEPOSIT AND MANDATORY MONTHLY PAYMENTS**

**Non-Refundable Service Booking fee.** A non-refundable TWO HUNDRED AND FIFTY Dollar (\$250.00US) service booking fee is to be paid at the time our contract is signed. This fee covers the work done to administer, register, secure and file your contract. This fee does not apply to your final balance for your event. This agreement becomes effective upon the date the buyer and seller both sign the contract and has received the non-refundable service booking fee from the buyer. Buyer acknowledges and agrees that in consideration of and in reliance upon the Non-Refundable Service Booking Fee, Seller declined the opportunity to enter into a contract with another prospective purchaser, and that whether or not this Agreement closes, the Non-Refundable Service Booking Fee is a fee unto itself is NON-REFUNDABLE and NON-TRANSFERABLE.

**Mandatory Monthly Payments.** The following mandatory payments **are applied** to your final balance. Three mandatory monthly minimum payments of \$300.00 (Three Hundred Dollars) are due by January 25<sup>th</sup>, (the year of your event) February 25<sup>th</sup>, (the year of your event) and March 25<sup>th</sup>, (the year of your event), unless you book after March of your event year and unless your event occurs in one of those months. In which case, no mandatory payment is due that month besides your **final balance** payment. We will send you out an invoice for each month. You can pay as much as you would like, but we only require a minimum payment of \$300.00 (Three Hundred Dollars) for each of those months.

### **THE ABSOLUTE LATEST DATE FOR COMPLETING ALL THREE OF THE FOLLOWING IS ONE WEEK BEFORE YOUR EVENT:**

**1. FINAL BALANCE** Your **final balance** must be paid in full. We accept Cash, Checks, Venmo, PayPal, Master Card, Visa, Discover and American Express. You may also make any payment directly on our website. Sorry, checks are not accepted 30 days before your event.

**2. FINAL GUEST COUNT & MENU SELECTIONS** To determine your final balance, we must have your **final guest count** and **menu selections**. Please note that we do not offer a reduced price if any of your guests arrive late or will be arriving after dinner. Each room has a predetermined adult minimum and maximum guest count that is based on the room you have selected. Due to health codes or any governmental announcements Michaud's may need to reduce the maximum occupancy of the room sometimes substantially. Room Maximums or Regulated Maximums cannot be exceeded for any reason. Your final guest count will include any adults (including vendors who will be eating), children between the ages of 4 and 12, and children 3 and under. Children between the ages of 4 and 12 are \$10.95 per child, while children 3 and under are free of charge. Children 12 years old or younger cannot be counted towards your guaranteed adult minimum. If your final adult guest count falls below the guaranteed adult minimum listed on your contract, you will pay 100% for each person that your final guest count falls below that minimum. We are not preparing food or supplying seating for this below minimum count and will not change your room on you based on your final count. You are however able to switch to a smaller room up to seven days prior at no charge if one is available.

**3. FINAL DETAILS, DECORATING & SEATING CHART** All of the **final details** of your event must be confirmed. If you are having assigned seating, your **seating chart** must be turned in, and your chart count must be the same as your final guest count. Again, Michaud's may need to modify any seating arrangements or layout of the room. If you wish, we will provide standard table numbers; but we do not provide, print out or fill out any individual place cards. Details for arrangement of the tables within your room must also be turned in; and any outside linens, table runners, overlays, napkins, charger plates, etc. that you want used instead of or in addition to our standard linens must also be in our hands. We ask that no balloon arch be placed in hallways, or in entrances or exits and not to block any exit signs to rooms. If you bring in your own centerpieces and they have candle flames, they must be "contained". No open candles or flames are allowed. Only flame-resistant materials are acceptable. Michaud's does not allow confetti, birdseed, sparklers, smoke machines, or any type of pyrotechnics. Nothing can be stapled, nailed, taped, or tacked into walls. Nothing can be hung from chandeliers or from the ceilings. Any damage or "special" cleanup involved will result in you or your group being billed accordingly. Nothing is allowed on dance floor i.e. Decals, Cake, etc. Michaud's must approve any decorating. If you are unsure about any item or decorating, please call us or show the item to our office staff and we will work with you if we are able.

On the day before your event, you may bring your decorations and your alcoholic beverages into our facility. If your room is not in use on the day before your event, you may come in and decorate your room for up to four hours. Additional time may be purchased for \$100.00 (One Hundred dollars) per hour if needed. All decorating must be scheduled and completed during our regular business hours. If your room is not available the day before due to another event or any other reason, we will make alternative decorating plans with you. Any chair covers or specialty chair placement and removal the night of is solely up to you or your vendor.

## **EVENT DAY OBLIGATIONS**

### **FOOD**

To meet our responsibility to provide your party with carefully and properly prepared, wholesome, as well as delicious food, we require your compliance with our food policies. We provide all food for your event. No outside food of any sort can be brought into our facility for consumption in our facility with the exception for guests that are highly allergic and may require their own meals which can be but are not limited to gluten free, vegan, or vegetarian meals. In fact, we encourage these guests to bring in their own meal and we can reheat and plate it if needed. We also allow your cake (if you have one) and pastry items if, prior to the occasion, we have discussed and agreed upon the dispensing of the item and your rental cost for separate display tables for setting out the item(s). You are responsible for the actual setting out of such item(s), for providing all the plates, serving and eating utensils, napkins, etc., that you need to have, and for the actual serving of the item(s). We are not responsible for the quality or safety of any food item that we do not prepare and/or serve. All outside food must be labeled with where it was provided from.

Food service will be served at the prearranged time that is given to us with your final details. Any delay in serving will reduce food quality and extensive delay can cause a risk of harm to the consumer of the food. If you do not or cannot allow us to commence the serving of food at the prearranged time, you agree not to hold us responsible for any deterioration in the quality of the food or for any claimed illness, injury or death alleged to be the result of any delay in serving that was not caused by us. Buffet service will be removed 30 minutes after the last table is called or served. Due to ever changing health codes and or governmental advice Michaud's may have to portion and serve all buffet services to guests. Except for your cake and any agreed upon other homemade item(s) to be taken home, no food can be taken out of our facility. We have plenty of food at your event for your guests, but we never have any "leftovers".

### **CAKE**

Your cake can be brought into your party room after 12pm on the day of your event. We are not able to store your cake or pastry in our coolers. It will have to remain in your room from the time that you bring it in. Also, our employees are instructed not to handle your cake in any way until the ceremonial cutting of your cake at your event. This includes but is not limited to setting up, placing flowers, or decorating it in any way.

### **ALCOHOLIC BEVERAGES**

You must provide all liquor, wine, champagne, beer, and other alcoholic beverages of any type (hereinafter "alcoholic beverages") to be consumed at your event. You may not bring in KEGS of beer, only bottles and cans. All your alcoholic beverages remaining at the end of the event must be taken home by you. All alcohol must be brought in room temperature and our staff will handle any chilling needed the day of your event. We do not allow anything to be stored in our coolers. Alcohol may be brought in the day before (during your prearranged decorating time) or the day of your event.

### **LAWS, SAFETY & SECURITY**

You must follow all state and local laws regarding the dispensing of alcoholic beverages. In addition, you specifically agree that you and your guests will not provide any alcoholic beverage to a minor or to any person of any age who is, in our opinion, intoxicated. In addition, you must also comply with all local and state laws concerning the use of drugs; and you agree to cooperate and assist in efforts to have all your guests comply with all state and local liquor laws, drug use laws, fire department regulations and all other laws and regulations that require persons to conduct themselves in a safe and civil manner. Security must be on the premises when alcoholic beverages are being served. Michaud's is a multiple room facility and other functions may very well be taking place along with yours. Other guests may happen to wander into your room whether by choice, accident or perhaps invited by another guest. It is NOT the job of the security officers to keep unknown guests out of your banquet room. We do not have "doormen", bouncers, or porters with a list of names of your guests. Michaud's nor the security do not know who your guests are. If someone needs to be removed whether it be one of your guests or an unknown guest, due to not belonging in your room, or someone causing a disturbance, do not try to rectify the situation on your own. Please inform or have someone inform a Michaud's staff member and we will in turn have security handle the situation. You acknowledge and accept the obligation and right of Michaud's to maintain good order and to involve the Strongsville Fire Department, EMTs and/or Police Department if circumstances require the assistance of such authorities to prevent harm to you, to your guests, Michaud's employees or to the property of any of the foregoing. While we do take numerous steps to protect our employees and property and while we will cooperate, to the limited extent that we can, in your efforts to protect your guests and their property, you have the primary responsibility for the safety and security of yourself, your guests and any property at your event. We are not responsible for any personal injuries or property damage caused by you, by your guests or by your entertainers or by others that you have hired to work at your event. We are not responsible for any personal injury, illness, property damage or loss which is not reported to our staff during your event. We will not be liable for any damaged, missing or lost property including, but not limited to: cameras, cell phones, electronic equipment or devices of any kind, gifts, jewelry, money, clothing, mementoes, purses, wallets, vehicles or property within vehicles, etc., unless the damage to or loss of the property was provably caused by our employees. Any property items found by us or turned over to us after your event will be held by us for retrieval by the owner for a period of 30 days from the date of your event. You agree to indemnify us for any loss we may have, including reasonable attorney's fees, due to a claim against us by a third party arising out of any failure by you to comply with any of your obligations under this contract.

### **END OF EVENT**

You and your vendors must cooperate with our closing of your event. You must arrange for the safeguarding and prompt removal of all property that is brought onto Michaud's property by you, your guests, and vendors. All your decorations, cake stands, leftover alcohol, outside linens, center pieces, etc. must be taken home with you at the end of your function. The prearranged ending times for bar service and music must be strictly adhered to. Unless arrangement for overtime is made and paid for (see Incidental Charges), you must vacate your room one-half hour after the ending time of bar service and music. The latest ending time is midnight. If you are not certain to be personally present at closing time, you must designate a person in your party to assist us, if necessary, in advising your guests that they must promptly leave the premises when the closing time is reached.

### **INCIDENTAL CHARGES (FINAL GUEST COUNT AND OVERTIME)**

#### **FINAL GUEST COUNT**

If the actual number of guests at your event exceeds the final guest count agreed to at your final appointment, we will make every effort to seat and serve the extra guests. However, each additional guest will cost \$20.00 plus the basic agreed upon per guest charge. Furthermore, we cannot guarantee that the extra guests will have all your menu selections. Finally, lack of room space, furniture, place settings, and other such circumstances may make it impossible for us to accommodate some extra guests – particularly if there are more than 10. Charges arising from extra guests are to be paid before the event ends. An actual guest count number less than your final guest count does not result in any refund.

#### **OVERTIME**

The contract specifies your bar closing time and the time that your music ends; and you are allowed one-half hour after the later of those times to vacate your Room. If you desire to add overtime, we **require (Ballroom \$600/hour)(Regency, Dubonnet, Holiday, Carlyle \$300/hour)(Westin \$200/hour)** for overtime which begins at the original contracted time your bar was supposed to close. The overtime payment must be made prior to the hour starting and paid with cash or credit card at that time.

## **CHANGES, CANCELLATIONS & GENERAL PROVISIONS**

Fortunately, many events proceed from the signing of the contract through to the completion of the event without any significant changes. When a need or a desire for a change does come up, what happens depends upon when a change request is made relative to the date of your event. Since this is a contract between you and us, both of us could have changes. So, the following will list the types of changes we might have, and you might have and the correct course of action for both.

### **CHANGES BY US**

- 1. FOOD ITEM(S)** Our most common need to change something on our end arises from a market recall of a food item, or a market shortage of a food item. If we need to make such a change, we will make every effort to reach you and discuss the change. However, this could come up so last minute that we may have to prepare a comparable substitute at our discretion.
- 2. SUPPLIES/ITEM(S)** This would include needing to change an item due to a market shortage or a discontinued item. This would include but not limited to our decorations, flatware, linen, etc.
- 3. COSMETIC UPGRADES** We occasionally make cosmetic upgrades to our rooms, the general premises, and the courtyard between the time of the signing of your contract and your event. We will advise you of any such changes that alter the color or shape of your room. Any changes that are made will not increase the prices of your agreed-upon contract.
- 4. GOVERNMENTAL/HEALTH CHANGES** Because of the coronavirus and COVID-19 unforeseeable outside forces beyond our and your control may drastically change any package information, seating arrangements, number of guests, social distancing, the way we serve the dinner, items that are allowed to be served, just to name a few. There could be stipulations put in place and we will have no choice but to adhere to any rules put out there. We will do our best to make the event as close to as humanly possible as to what we have spoken about or envisioned either on your side or on ours.

### **CHANGES BY YOU**

Once you have decided to request a change or changes, please contact us immediately to let us know your requests, to discuss the cost, and to agree upon the terms of payment for the changes. Please note that there are certain time deadlines for making changes; and changes simply cannot be made after those deadlines. We reserve the right to withdraw from this contract if you attempt to change any of the basic event elements after everything has been agreed upon at your final appointment. You agree in good faith that you will keep us abreast on such information changes which may or may not be limited to Billing Address, Phone #, Email, Date of Event Change, Room Change, Package Changes and Cancellations. **Any changes made by you must be in writing or email and signed by the original signatory.**

### **ADDRESS, PHONE #, EMAIL CHANGES**

Please keep us informed of any personal information changes so that we may be able to contact you when needed.

### **EVENT DATE CHANGES**

Any event date changes depending on the situation, may result in any prior discounts, specials, and package series being voided. Any event date changes could also change your mandatory monthly payment time frame to the year of your newly contracted date if necessary and your updated contract would reflect this change. Any event date changes could also change your current package pricing to any newly current package series and prices. If unforeseen governmental events require us or you to change your date, we will work with you to make a decision that will be beneficial to all parties. All charges due to an event date change are due and payable to us at the time of the event date request. Once payment is received in full, we will confirm your newly contracted event date. The following are the charges and time frames from your contracted event date. This payment is not applied to your actual final balance and are considered a separate fee of themselves and are **NON-REFUNDABLE** for any reason. This work is considered done after we have made this change for you and have been paid. This fee covers the work done to administer, register, secure and file your contract. If your contracted event date is more than 365 days away, you may change dates (subject to our availability) at no cost. Changing your date between 364 and 180 days before your contracted event date will require a non-refundable fee of \$500.00. (Five hundred dollars) Changing your date 179 days or less before your contracted event date will require a non-refundable payment of \$1,000. (One-Thousand Dollars) This policy is in place to protect us from any loss of business or loss of income during the duration of time you were contracted on a specific date and room.

### **ROOM CHANGES**

Room changes can be made easily by us for you at no additional cost subject to our availability. Your room minimum and room maximum will be updated to reflect the new room selection.

### **PACKAGE/SERIES CHANGES**

Our packages are identified by a series of numbers, years, or letters in the upper right-hand corner of the packages. Although our prices are not guaranteed due to unforeseen changes in the food market, or worldwide markets that affect our purchasing costs, we will do our absolute best to keep your price the same by either a change or a substitution in items we require to purchase for your event. We will not change the package prices or enhancements **SEVEN** days prior to your event after your final details have been finalized. We may, however, must charge you for additional guests or extensive damage or cleaning of your banquet room. You must stay within your series for any package changes, which can be made up to **SEVEN (7)** days before your contracted event date.

## CANCELLATIONS

Your event date reservation and room will not be officially cancelled until we receive your letter or email saying so, and we have confirmed receipt of said letter or email with you. We may not cancel your event for any reason other than your failure to make timely payments of the amounts that you are required to pay us under this contract. If we are required to cancel your event due to missed payments, we will inform you in writing of the cancellation. If we cancel your event due to a missed payment, please refer to the next two paragraphs below for your unique situation (More than 91 days / Less than 90 days). Cancelling your date will result in any discounts, specials and package series being voided should you wish to reinstate your contract after cancelling. All payments made cannot be carried over from a current or any other cancelled contract with Michaud's to a new contract with Michaud's or applied to any other of our services or special events.

**MORE THAN 91 DAYS:** Cancellations that are made from the original date your contract was signed up until and including 91 days prior your contracted date will result in your requiring to pay us the remaining mandatory January, February and March payments you haven't made, regardless of the day, month, and year of your confirmed cancellation. Any payments that have been made in excess of the mandatory January, February and March payments will be refunded within 60 business days to the original form of payment. Any refund will be sent to the person or jointly to the persons who have signed the contract, **regardless of who made the payments.**

**LESS THAN 90 DAYS:** Unfortunately, all cancellations made 90 days or less until your contracted date would result in your paying 100% (**one hundred percent**), of the estimated bill listed on your contract at the time of booking, minus any payments you have already made. This is due to us within 60 business days of your confirmed cancellation letter. This policy is in place to protect us from any loss of business or loss of income during the duration of time you were contracted on a specific date and room.

## GENERAL PROVISIONS

Any controversy arising between you and us under this contract shall be submitted to Mediation prior to being placed in a court for resolution. In no event shall either party be entitled to any recovery from the other party for lost opportunity or profits, consequential, special, or punitive damages except for the specified charges agreed to herein above. Under this contract, Michaud's shall not be held liable for more than the lesser of: 1.) the actual, direct, legally recognized damages, if any, proven to have been sustained by the Customer; or 2.) the sum of the charges paid or payable by the customer to Michaud's under the contract. All claims based upon an allegation that Michaud's failed to provide any service or product of the quality, quantity or timeliness required, are limited to a refund of those amounts paid by the customer for the allegedly inferior service or product.

Neither you nor we can be held responsible for the failure of an event to occur as scheduled due to circumstances over which we have no control, such as floods, weather, fires, strikes, riots, wars, diseases, governmental shutdowns, pandemics, etc. In any such case, we would only be entitled to recover our actual preparation expenses incurred from your deposits on hand if the calamity prevents you from going forward but not us.

Nothing in the foregoing is intended to absolve Michaud's, its agents and employees from any legal liabilities that properly attach to our conduct or activities. We carry a Comprehensive General Liability Policy, with a company licensed to do business in Ohio, with a \$1,000,000.00 per occurrence limit. If you request one, we will provide you with a certificate that verifies that this insurance coverage is in effect.

The laws of Ohio shall govern this contract and the interpretation of it. If a dispute is to be litigated in court, it shall be litigated in an appropriate court in Cuyahoga County, Ohio. Again, controversy arising between you and us under this contract shall be submitted to Mediation prior to being placed in a court for resolution.

This contract is personal to the party or parties signing the contract. No part of the contract may be assigned to any other person. It is a contract which binds each of the parties signing it (and his or her executor, administrator, and heirs) jointly and severally as well as individually.