



39200 W. Five Mile Rd  
 Livonia, Mi 48154  
 734-953-9724 office \* 734-953-5736 fax  
[sales@iabc-livonia.com](mailto:sales@iabc-livonia.com)  
[www.iabc-livonia.com](http://www.iabc-livonia.com)

The Lessee hereby agrees to abide by the following Rules and Regulations as part of the agreement.\*

<b>IACL Clubhouse</b> 50 Guest min 170 Guest max M-Sunday 50 min Deposit \$500.00	<b>Da Vinci Room</b> 100 Guests min 160 Guest max 50 min Sunday -Thursday Deposit \$800.00	<b>Michelangelo Room</b> 200 Guests min 250 Guest max 100 min Sunday -Thursday Deposit \$2000.00	<b>Grand Ballroom</b> 300 Guest min 450 Guest max 150 min Sunday - Thursday Deposit \$3000.00
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*Please note: Ballrooms are assigned according to number of guests, type of function and room layout.  
 The IABC reserves the right to substitute a comparable room according to guest count.*

**Deposit is required to secure room reservation.**

**Room Minimums for Weddings and Special Events**

- Grand Ballroom: Friday: \$27,500, Saturday: \$29,500, Sunday: \$25,000
- Michelangelo: Friday: \$17,500, Saturday: \$22,500, Sunday: \$15,000
- DaVinci: Friday: \$15,000, Saturday: \$17,500, Sunday: \$12,500

**Event Cancellation**

- In the event Client cancels the event, IABC shall be entitled to a fee in the amount equal to all costs and fees, including but not limited to rentals, and any other services incurred by IABC in planning and coordinating the event, plus a portion of the event and catering agreement to compensate IABC for its time and effort rendered, as well as lost revenues, as follows:
- |  |   |
|--|---|
| <b><u>Time of Cancellation (calendar days) prior to Event Date</u></b> | <b><u>Percent of Event and Catering Agreement</u></b> |
| More than 120 days   | 50% of Deposit  |
| Between 61 and 120 days  | 75% of Deposit  |
| Less than 60 days  | 100% of Deposit and 100% of Event Agreement           |

**Lessee initials:** \_\_\_\_\_

**Terms and Conditions**

- Client hires IABC and IABC agrees to provide catering service, for the function at the prices set forth in this agreement and are subject to the terms and conditions set forth herein which the client is to review. Client agrees to pay said prices and other charges as described here.
- All prices quoted are those in effect at the time the contract is signed and may be subject to increase of 10% due to unforeseen changes in market cost no closer than 3 months before the scheduled event.
- Room rental charges cover the use of the room and facility, cost of white linen tablecloths, napkins, table skirting, China, glassware, silverware set up and break down. Rental charges allow access to the room after 10:00am day of

function. A \$250.00 per half hour charge will be applied for additional time prior to 10:00am. Other areas, if applicable (Patio, lobby, ext.) are at an additional cost.

- A final guest count (minimum billing amount) will be supplied no later than fourteen (14) calendar days prior to the event. If the number of guests in attendance at the function is over the final guest count provided, the final invoice shall reflect the additional number of guests and related costs.
- Client will advise IABC of any increase over the minimum guest guarantee provided on page one of this agreement. IABC will not be held responsible for any increase received within 7 calendar days prior to the event over 5% of the minimum guarantee.
- The function shall begin promptly at the scheduled time and the function room or area shall be vacated at the indicated closing time. Additional time past the closing time will incur additional cost of \$500 for every hour for labor charges.
- IABC and Client agree:
  - That Client shall cause the function to be held in an orderly manner.
  - That games of chance will not be permitted
- The Client agrees to pay for any and all damages and losses to the premises caused by the Client or Client's guests and hired vendors. No glasses/plates are allowed on the dance floor.
- Michigan State Sales 6% Tax and a 24% staff service charge will be applied to all events along with a 3.5% processing convenience fee for all credit card payments.
- Michigan State sales tax is applied unless a valid Tax-Exempt Certificate is provided with the signed contract/deposit.
- In the event this agreement is signed in the name of the corporation, partnership, association, club or society, the individual signing represents to IABC that he or she has full power and authority to sign and deliver this agreement.
- This agreement contains the entire agreement between the parties. It may not be changed, modified, or amended, except by an agreement in writing signed by the party against whom enforcement is sought. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. This Agreement shall not confer any rights or remedies upon any person or entity other than the parties to this agreement and their respective successors and assigns.
- Any outstanding balances incurred during the event must be paid within 30 days of the conclusion of the event. If the outstanding balances aren't settled within 30 days, then it will be sent to a collection agency.
- For Weddings and Large Events: Signee must supply phone number and email address for entertainer, coordinator, and another family member (outside of Bride, Groom, etc.) so that all parties can have a copy of contract with guidelines and be copied on all communications with the Sales Office.

**Lessee initials:** \_\_\_\_\_

**Venue Space Usage:** You are authorized to use the room in which your event is held. All personal items must be kept in your ballroom and are your responsibility to keep track of. The IABC is not liable for any items lost. **NOTE: The Coat Room is only**

available for use of storing coats, or empty boxes from set-up. This is not a dressing room. Anything that is brought into the space must be removed. Violation of this rule may result in a minimum cleaning fee of \$300.00.

**Rules:** To use the premise only for the purpose for which it is leased, and to comply with all terms of the contract as stated herein. Further, to abide by all policies, sanitary and other regulations imposed by government authority. The Lessee is totally responsible for the actions of their guests and outside services. This includes liability for damages to the premise and its contents, inside and outside. These damages will be charged to the individual executing the agreement with the IABC.

**Floor Plans:** A customized floor plan will be created at your two-week final appointment. Floorplan details requested by IABC staff are to be provided no less than one week before the event.

**Lessee initials:** \_\_\_\_\_

**Food Quality:** IABC is responsible for the quality and freshness of the food served to our guests. Due to current Health Regulations, all food served at IABC must be prepared by our culinary staff. **Food may not be taken off premises after it has been prepared and served. No "to go" containers will be provided.** Please note that all Federal, State and Local laws with regards to food and beverage purchase and consumption are strictly adhered to. All food must be supplied by IABC (except for cake/cupcakes). Any other food that is brought in to IABC will be removed from ballroom/dining area and returned to client at the end of the function. Outside alcohol is strictly prohibited. Beverages wanted for a Grand Entrance must be purchased through the IABC. Coolers are not allowed to be brought into the facility.

**Lessee initials:** \_\_\_\_\_

**Load-in/Load-out:** Deliveries by outside suppliers may use the front entrance to unload their equipment, provided vehicle is moved to the parking lot upon completion. Vendors may load-in as early at 10:00 AM on the day of your event (Monday-Saturday) and must load out within one hour after the contracted event end time. See Sales Office for Sunday setup times. **Violation of this rule may result in a \$300.00 fee.** All outside services must pick-up their items at the end of the function. Items may not stay overnight. **Additional fee may be charged to the lessee for the items left behind from the vendors.**

**Vendors: All Vendors must provide IABC prior to event Certificate of Insurance.**

**Music:** Entertainment must be completely set-up one hour prior to event start time must supply their own equipment, stop when bar closes, and leave 1 hour within function end time, additional fee will be applied if time exceeds one hour from contracted end time.

**Cakes/Cupcakes:** Display cakes are to be delivered no more than two hours before event starts and placed directly on cake table. IABC assumes no responsibility for cakes delivered earlier. These items will not be refrigerated.

**Decorations:** No tape, tacks, nails, staples, or like adhesive materials may be used on the walls, tables, ceiling, furniture, etc. Absolutely no bubbles, rice, birdseed, real rose petals, or confetti (scattered on tables or on the floor) shall be used inside or outside of the building. All candle flames must be contained in a votive or hurricane glass. Scented candles are not permitted. Fog machines and pyrotechnics of any kind (machine, handheld, etc.) are not permitted inside or outside of the facility.

**Bridal Suite Policy:** Bridal Suite rental will not exceed 3 hours and is NOT to be used as storage for personal items during receptions. Outside food and beverages are strictly prohibited. The IABC is not responsible for any items left in the Bridal Suite after the rental period ends. Any items left after the event ends will be disposed of by IABC staff.

Violation of these rules will result in a \$300.00 clean up fee. Specialty setup or entertainment items are subject to approval.

**Lessee initials:** \_\_\_\_\_

**NOTE:** The IABC will not be responsible for any items that are lost, stolen, or left in the building. All items are to be removed from IABC at the end of your function. Our suggested time for your decoration, deliveries, or preparations is after 10:00 am. Contact the Sales Office for further details.

Should IABC be unable to perform for reasons within their control, IABC shall notify Client as soon as reasonably possible and shall return any installments to Client. IABC shall be excused from all liability and held harmless to Client for nonperformance for reasons out of the control of IABC including without limitation: acts of God, war, accidents, power outages, sabotage, and any actions from a government agency.

**ADDITIONAL CHARGES & SERVICES**

Notification required at least one month before event. Payment required at Two Week Final Appointment.

These services are:

1. Extra event time
2. Additional food/beverage
3. Additional service personnel
4. Additional décor/rentals
5. Any other goods and services listed on the Statement of Charges and identified as an additional charge.

**\*\*\*Waiver of Liability\*\*\***

To the fullest extent permitted by law, I hereby agree to indemnify and hold harmless, IABC and Operator, including all employees, elected and appointed officials and volunteers of both parties, for any and all liability, claims, demands, suits or loss, including actions during the rental of the Facility. I hereby approve Operator to charge my incidentals to my credit card on file. My authorizing signature is below for said services.

Client Printed Name: \_\_\_\_\_

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_

IABC Representative: Kathy Jones Date: \_\_\_\_\_

Kathy Jones, Administrative Event Sales and Services

*By signing this document, I have thoroughly read, understand, and agree to and abide by IABC Policies and Procedures as described in this document.*

\* The Italian American Banquet Center of Livonia shall be referenced as "IABC".