



**KEWEENAW MOUNTAIN LODGE
CONFERENCE CENTER RENTAL AND EVENT SERVICES AGREEMENT**

This rental agreement (“Agreement”) is entered into on _____, 20____, by and between Keweenaw Resort, LLC dba: Keweenaw Mountain Lodge, whose facilities are located at 14252 US Hwy 41, Copper Harbor, MI 49918 (“The Lodge”) and _____, whose address is, _____ (“Customer”).

This Agreement is made with respect to the following: Keweenaw Resort, LLC owns and operates a facility in Copper Harbor, Michigan commonly known as the Keweenaw Mountain Lodge (“The Lodge”). The Lodge includes a conference center, dining rooms and outdoor space (the Event Space) which are available for rental for weddings, banquets, conferences and similar events.

Customer wishes to rent from The Lodge a designated area at The Lodge for an event (the Event) per the selected Event Space and Event Services package in Addendum I. Additional services are listed, priced and attached as an addendum to this agreement (“Additional Services”). All additional services shall be charged in addition to charges for the Event Space and Event Services package. All additional services are subject to and incorporated into the terms of this agreement.

The Lodge and the Customer, agree as follows:

1. **Event Space Rental.** The Lodge agrees to rent the Event Space to Customer, and Customer agrees to rent the Event Space from The Lodge, on the terms and subject to the conditions contained in this Agreement.
2. **Event Date(s).** The Event Space shall be rented to Customer on the Event Date, as indicated in Addendum I (“Event Date”).
3. **Advance Rent Payment.** Upon signing this Agreement, Customer shall pay The Lodge a rental payment in the amount designated in the Addendum I.
 - a. **Advance Rent Payment Refund.** Customer’s advance rent payments shall be refundable in the event the Customer cancels the Event more than 60 day in advance of the Event Date. However, in the event the Customer cancels the Event 60 days or less prior to the Event Date, the Customer’s advance rent payments shall not be refundable unless The Lodge shall determine, in its sole discretion, that it is able to rent the Event Space to another party of similar size or larger on the Event Date(s), in which case The Lodge may, but shall not be required to, refund all or a portion of the advance rent payments to Customer, in its sole discretion. If the Event Date is multiple days, the first day of the Event Date is used to determine the number of days before the Event Date in which the event was cancelled.

4. **Security Deposit.** Separate from any rent payments, the Customer shall also provide to The Lodge a security deposit in the amount designated in Addendum I, and do so at least 60 days prior to the Event Date. The Lodge may retain the security deposit to cover expenses it incurs if cleaning and other services to be provided by Customer are not completed by the required date and time. The Lodge may also retain the security deposit for damages for which Customer is responsible under this Agreement. Any balance remaining after application of the security deposit to these items shall be returned to Customer. The Lodge may co-mingle the security deposit with any other funds of the Lodge and shall not pay any interest on the security deposit.
5. **Alcoholic Beverages.** Customer's rent payments do not include payment for alcoholic beverages provided by The Lodge for consumption by Customer's guests at the event. Pricing and payment for such alcoholic beverages shall be separately negotiated between The Lodge and Customer. The Lodge will only provide alcoholic beverages if Customer also agrees to utilize and pay for a bartender employed by the Lodge who will be the only person authorized to dispense alcoholic beverages at the event. Customer will not supply any other alcoholic beverages at the event and will not allow any other person to bring alcoholic beverages to the event. Customer will assist The Lodge's bartender in preventing alcoholic beverages from being served to persons who are visibly intoxicated or who are not at least twenty-one years of age. No alcoholic beverages shall be carried outside the Event Space.
6. **Responsibility for Damages** Customer acknowledges that the Event Space and The Lodge property are in good order and repair, and Customer and accepts the Event Space and The Lodge property in "as is" condition. Customer shall surrender the Event Space and The Lodge property after Customer's event in as good a condition as when received. Customer shall not paint, paper, or otherwise redecorate the Event Space, make any holes in the walls, floor, or ceilings of the Event Space, or make any other alterations to the Event Space. Customer agrees to be responsible for any damage caused to the Event Space and The Lodge property during its use by Customer, and further agree to promptly report to The Lodge any damage caused to the Event Space and The Lodge property. The Lodge may make such repairs as are necessary to restore Event Space and The Lodge property to its original condition, and may, in its discretion, purchase replacements for The Lodge property which is damaged beyond reasonable repair. Customer shall reimburse the Lodge for the total costs of any such repairs and replacements.
7. **EXCLUSION OF WARRANTIES BY THE LODGE: KEWEENAW MOUNTAIN LODGE MAKES NO WARRANTY WHATSOEVER REGARDING THE EVENT SPACE OR THE LODGE PROPERTY PROVIDED TO CUSTOMER INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT HE OR SHE HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY, WRITTEN OR VERBAL, MADE BY THE LODGE OR ANY OTHER PERSON ON CUSTOMER'S BEHALF, IN CONNECTION WITH ENTERING INTO THIS AGREEMENT.**
8. **Release and Waiver of Liability and Indemnification.** Customer recognizes that attendance at and/or participation in Customer's event may expose Customer's guests, The Lodge's employees and agents, and other persons to the possibility of physical injury and loss of or damage to property. Customer hereby release The Lodge and its officers, directors, employees, agents, attorneys, contractors and the successors and assigns of each of the foregoing from any and all claims, demands, losses, liabilities, damages, judgments, expenses, attorney fees, and costs which arise from, relate to, or result from the possession, operation, or use of the Event Space and the Lodge property in connection with Customer's event, which arise from, relate to, or result from any breach of this Agreement, or which arise from, relate to, or result from any occurrence on or about the Lodge in connection with Customer's event. Customer further agrees to

indemnify, defend and hold harmless the Lodge and its officers, directors, employees, agents, attorneys, contractors and the successors and assigns of each of the foregoing from any and all claims, demands, losses, liabilities, damages, judgments, expenses, attorney fees and costs which arise from, relate to, or result from possession, operation, or use of the Event Space and The Lodge property in connection with Customer's event, which arise from, relate to, or result from any breach of this Agreement, or which arise from, relate to, or result from any occurrence on or about the Lodge in connection with Customer's event. The provisions of this section shall bind the heirs, successors, and assigns of Customer.

9. **Guest and Employee Behavior; Compliance with Laws; Occupancy Limit** Customer shall be responsible for and shall control the behavior of their guests and employees at the event. Customer shall be responsible for obeying, observing, and promptly complying with all statutes, laws, ordinances, rules, regulations, orders, and requirements of any governmental body or agency respecting use of the Event Space. Customer agrees not to use or permit the premises to be used for unlawful purposes or in any unlawful manner. Customer shall be responsible for ensuring that no more than the agreed upon persons occupy the Event Space during Customer's event, as indicated in Addendum I.
10. **Assignment and subletting.** Customer shall not assign this Agreement in whole or in part and Customer shall not sublet all or any portion of the Event Space.
11. **Waiver.** The Lodge's failure to enforce any term of this Agreement shall not be deemed a waiver of the enforcement of that or any other term.
12. **Severability.** If any part of this agreement shall be held invalid, the remainder shall remain in full force and effect.
13. **Fire or destruction.** If the Event Space, or any substantial part of the Event Space, shall be destroyed by fire or other casualty so as to render it unusable for Customer's event, either The Lodge or Customer shall have the right to terminate this Agreement on written notice.
14. **Entire agreement.** The foregoing constitutes the entire agreement between the parties and may not be modified except in writing, signed by both parties.
15. **Jurisdiction and venue.** This agreement shall be governed by and interpreted and construed in accordance with the laws of the state of Michigan and venue for any disputes shall lie in Keweenaw County, Michigan.
16. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which together will constitute one instrument.

The parties have executed this Agreement as of the date first written above.

KEWEENAW MOUNTAIN LODGE

CUSTOMER

By: /s/ _____

By: /s/ _____

Keweenaw Mountain Lodge
General Manager

Customer Name(s):

**KEWEENAW MOUNTAIN LODGE
EVENT SPACE RENTAL AND EVENT SERVICES AGREEMENT**

Addendum I

Event Date, Event Rental Package, Event Pricing, and Additional Services

Event Name: _____

Event Date(s): _____ **Advance Rent Payment: \$** _____ **Security Deposit: \$** _____

Select desired services below. Please use the space provided to write in number of blocks needed.

Conference and Meeting Space

All prices include tables, chairs, AV equipment, and one assistant

Weekday

[] \$150 per 4 hour block - Half Conference Room _____

[] \$300 per 4 hour block - Full Conference Room _____

Weekend

[] \$250 per 4 hour block - Half Conference Room _____

[] \$500 per 4 hour block - Full Conference Room _____

Happy Hour and Dinner

All prices include tables, place settings, and 1-2 assistants. Guest counts higher than 50 are subject to additional costs, to be quoted on a case by case basis.

Weekday

[] \$75 for 2 hour evening block - Half Conference Room and Hall _____

[] \$150 for 3 hour evening block - Half Conference Room and Hall _____

Weekend

[] \$150 for 2 hour evening block - Half Conference Room and Hall _____

[] \$300 for 3 hour evening block - Half Conference Room and Hall _____

* Catering and alcohol will incur separate charges and require individual contracts *

** Full lodge rental will be priced on a case by case basis **

Beer, Wine, Alcoholic Beverages - Priced per beverage, as beverages are special order. Beverage Orders must be placed 4 weeks prior to the event to assure delivery.

Banquet Dining Services - quoted separately.

Additional Services to be provided:

Total Additional Services \$ _____

KEWEENAW MOUNTAIN LODGE

CUSTOMER

By: /s/ _____
Keweenaw Mountain Lodge
General Manager

By: /s/ _____
Customer Name(s):