



PLANTERRA CONSERVATORY

8/16/2012

Event Terms and Conditions

These Event Terms and Conditions (this "Agreement") is entered into between Planterra Corporation ("Operator") and ("Client"). Thank you for selecting Operator for your upcoming event ("Event"). This Agreement applies to your engagement of Operator and your use our conservatory. To ensure the success of your event, please review this Agreement.

CONSERVATORY FACILITY

The facility fee includes the use of the Conservatory space for your event. Evening events must end by 12:30AM. Morning events can not begin sooner than 8AM and set-up is not permitted earlier than 7AM. The Conservatory is a working greenhouse and retail space. Preparing the facility for an event requires a considerable amount of labor to rearrange merchandise, clean and reassemble retail displays after the event. The fee is designed to cover the cost of the facility and the labor to move portable items. The maximum occupancy for the Conservatory is 200.

MENU SELECTION

We require that your menu selection be finalized at least thirty (30) days prior to the date of your Event. Unless confirmed in writing (Confirmed in a Confirmation Letter from Operator), all prices are subject to change due to market fluctuation. Prices may be confirmed no more than forty-five (45) days in advance of the date of your Event, providing all details are finalized before the new prices are in effect. We will only substitute entrées for vegetarian, religious, or medical reasons. Please specify substitute entrée requirements when you confirm your menu selection. It is the responsibility of Client to provide a place card for entrée selections when more than one entrée selection is being served. At Client's request, Operator will conduct a menu tasting (two people complimentary) and a charge of \$30.00 per additional person will apply. Tastings are conducted Tuesdays through Fridays during normal business hours and are subject to availability. Increases in food counts are accepted until five (5) days prior to the Event.

BAR SERVICES

Bar Services are offered in three (3) and five (5) hour packages (including cocktail hour and reception). Operator, in its sole discretion, reserves the right to close the bar at any time without the refunding of any monies paid. If a guest serves alcoholic beverages to minors, they will also be refused alcoholic service. Operator reserves the right to discontinue service to patrons, who, at Operator's sole discretion, should not be served additional alcoholic beverages. Client agrees to be responsible for his or her guests (including, without limitation, Client's Service Providers (as defined below)). All guests requesting alcoholic beverages must be prepared to present photo ID. No minors will be served alcohol at any time in compliance with all Michigan State laws. Operator has a "no shot" policy. **No liquor shall be served after midnight.** No last call announcement made for bar closing.

GUARANTEED NUMBER OF GUESTS FOR FOOD AND BEVERAGE

The Event details, including number of guests attending and room set-up, are required fourteen (14) days prior to the date of the Event. This guest count will be considered a minimum guaranteed guest count. Operator shall not be responsible for providing additional service for more than 5% of the final guaranteed number of guests.

FLOWERS AND DECORATIONS

Planterra's award-winning floral design and display department is the exclusive provider of all fresh flowers, live and replica plants. Flowers and plants from other providers are not permitted on Planterra's premises without written approval. If Client provides element to be incorporated into the floral and décor display additional handling and/or labor fees may apply.

MUSIC POLICY

Planterra is located within a residential area and clients are encouraged to select entertainment which is suitable for Planterra's tranquil and intimate setting. Outdoor music is limited to non-amplified acoustic and chamber-style music before sunset. After sunset no music is permitted outside. Evening entertainment can only occur inside the Conservatory. Excessively loud music with volumes exceeding **90 decibels** is prohibited. Usage of subwoofers and electrically amplified musical instruments are discouraged. **Music must end at Midnight.** During events a decibel meter is actively monitored by Planterra staff. Planterra reserves the right to lower volume levels if the decibels exceed the limit. Client is responsible for any noise violation fees that may be issued to Planterra as a result of the event. Entertainers and their performances must be pre-approved by Planterra. Planterra reserves the right to determine the suitability of the entertainer, the performance, terms and schedules. Entertainers are required to be insured and agree to Planterra's music policy.

HEATING AND COOLING

The conservatory is designed to maintain a temperature suitable for plants and foliage. The conservatory is heated and maintains pleasant temperatures throughout the winter months. In the summer the Conservatory is ventilated, maintaining a temperature that is typically no warmer than the outdoors. Due to the potential for an extreme heat wave in the summer, we do not offer the Conservatory for formal occasions in the months of June, July and August. However, portable fans and evaporative coolers can be rented at an additional expense and require 7-days lead-time.

PARKING

Valet parking is required for corporate events exceeding 56 guests and social events exceeding 70 guests. If you have organized alternative transportation, the valet requirement may be waived upon approval from Planterra. In accordance with the site conditions set forth by the Township, all events requiring valet parking must indicate "valet parking" on the invitation and that guests may not park on side streets. Due to morning traffic concerns, valet service is not permitted for events earlier than 10AM. The valet company is required to monitor the property during the first hour of the event to ensure there is no street parking on Drake Road or Nadine Lane and post cones provided by Planterra stating "no event parking, cars maybe towed" at the entrance of Nadine Lane.



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CLIENT'S SERVICE PROVIDERS

All of Client's service providers other than Operator but including bands, disc jockeys, bakeries, etc. ("Client's Service Providers"), are required to use the designated entrance for all setup. All set-up work must be confirmed and approved by Operator. The Client's service provider must contact operator seven days in advance for facility move in times and entrance location. The Client's Service Providers must be completely set-up one (1) hour prior to the scheduled commencement of the Event. All equipment of the Client's Service Providers must be removed from the premises within thirty (30) minutes after the scheduled end of the Event. Client and the Client's Service Providers shall not use Operator's equipment, including, without limitation, extension cords, ladders, tape, etc. Client and Client's Service Providers shall not use smoke, fog or bubbles. Client's Service Providers shall not invite outside guests into the Facility. Last song must end by midnight. Cakes must be delivered no later than two (2) hours prior to the scheduled commencement of the Event. If electrical is needed, baker must provide extension cords and must tape cords to floor. Cake parts will be put in a box or a bag and put under the gift table. It is Client's responsibility to return cake parts, etc. to the baker. Operator will not be responsible for broken or lost cake parts. No provisions will be made for storage. Any decorations, place cards, favors, etc., are the responsibility of Client. They must be placed by Client prior to the time of the Event, and removed by Client after the Event.

DEPOSITS AND PAYMENTS

You have requested an Event date of **TBD** during the evening hours of **TBD** in the Conservatory. Event date is not guaranteed until a deposit and signed Agreement are returned to and accepted by Operator in writing.. A deposit of **TBD** is required for your Event. Ninety (90) days from date of deposit a second installment payment of 25% is due. Ninety (90) days prior to the date of the Event a third installment payment is due. Final payment of any remaining balance is due fourteen (14) days prior to the date of the Event by certified check, credit card, cash or money order. **No personal checks will be accepted for final payment.** Operator reserves the right to cancel an event with client forfeiting any previous deposits and/or payments if scheduled payments including final payment due fourteen (14) days are not met by the date posted on agreement. At the time of signing this Agreement, Operator will also require a valid credit card number from Client be on file to ensure that the Event is paid in full fourteen (14) days prior to the date of the Event. Any incidental charges will be charged to the credit card on file accordingly. By signing this Agreement, you are acknowledging that Operator will be authorized to charge your credit card account for these services rendered without signature. All food and beverage is subject to a 6% sales tax and 20% service charge. All balances remaining unpaid more than (30) days after the due date shall be subject to a service charge of 1.5 percent per month or partial month (18% annually), should this amount be referred to collections, Client agrees to pay all attorneys' fees, court costs, collection expenses and litigation expenses.

CANCELLATION

Deposits, as well as any installment payments made before date of cancellation are non-refundable.

DAMAGE & LOSS OF PROPERTY

Operator reserves the right to refuse or rescind any booking that is considered inappropriate or inconsistent with the reputation of Operator or the Facility or violates the laws of the State of Michigan. Operator does not accept responsibility for damages or loss of materials left in the complex prior to, during, or after the Event. The individual, by whose signature below has entered this Agreement is financially responsible for any damages sustained to the Facility's fittings, property, or equipment by Client, Client's Service Providers or their guests, prior to, during, or after the Event.

FORCE MAJEURE

Operator shall be excused from all liability to Client (other than return of the deposit) if Operator cannot hold the Event due to loss of control including without limitation, acts of God, fire, flood, war, accidents, power outage, sabotage, embargo, acts of terrorism, riots, government restrictions or requirements, labor disputes, strikes, or shortages affecting Operator or its suppliers, actions or regulations of any regulations of any government agency, loss of operations at the Facility and the inability of Operator to obtain material or service from its suppliers, or to obtain equipment or transportation.

LABOR CHARGES

An additional labor charge of \$500 per hour will be applied to all parties that extend beyond the scheduled end of the Event as specified in the Confirmation Letter. This charge is not subject to tax or service charge and is not included in the minimum charge for the food and beverage. In the event that food service is delayed by Client, due to circumstances not caused by Operator an additional labor fee of \$500 per each half hour or partial half hour delay will be charged to Client. A labor rate of \$55 per man hour will be charged for moving large stationary specimens or store fixtures.

ADDITIONAL FEES

An additional \$100 per hour fee for cleaning will apply if the Conservatory requires excessive cleaning beyond Operator's standard practices. A \$250 fee will be charged for use of fog, bubbles, glitter, confetti or smoke. Additional table set-up that is added the day of an Event will be charged a fee of \$55 each. Operator reserves the right to impose a security officer charge for any Event that it deems necessary at the cost of \$100 per hour. The fee for each additional bartender is \$150.



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MISCELLANEOUS INFORMATION

Operator reserves the right to allow a maximum of fifty (50) children (18 years or younger) at any Function. The Facility is a smoke-free facility. All displays and exhibits must have prior written approval of Operator, they must conform to all applicable governmental fire ordinances and cannot be tacked or taped to walls or ceilings. The Facility is a weapons free facility. For reasons of preservation and maintenance, items such as: birdseed, silly string, rice and confetti can not be used inside or outside the Facility. No consumption of food or alcoholic beverages by Client's Service Providers is allowed, unless they are part of the prepaid final count. Operator does not wrap up previously served buffet or family style food for carry out. Non-scented candles enclosed in votives, vases or lanterns are permitted and can only be placed and lit by Planterra staff. Unenclosed open flames and scented candles are prohibited. Operator and the Facility do not allow the placement of signs around the community, promoting events held at the Facility. Operator will not be liable for any damages to Client's property, or that of Client's Service Providers if it is moved, cleaned or stored by Operator's employees in the performance of their duties. Operator reserves the right to refuse any booking which, at its sole discretion, is considered inconsistent with the well-being or reputation of the Facility. Planterra will not be responsible for any items that are missing or damaged.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Michigan without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than 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.

*****WAIVER OF LIABILITY*****

To the fullest extent permitted by law, I hereby agree to indemnify and hold harmless, Operator and Pliska Properties LLC, including all employees, elected and volunteers of both parties, for any and all liability, claims, demands, suits or loss, including bodily injury, personal injury and property damage, that occurs as a result of my actions, my guests actions or Client's Service Providers actions, during the rental of the Facility. I hereby approve Operator to charge any incidentals to my credit card on file. My authorizing signature is below for said services.

Client Signature _____ Date _____

Name: _____

Operator Representative _____ Date _____

Name: _____

Title: _____

Client:

Signature: _____

Date: _____

PLANTERRA

Signature: _____

Date: _____

Printed Name: Shane Pliska, President