

RESERVATION AGREEMENT

This is an AGREEMENT between the PAVILION LLC ("Facility"), and the below named "RENTAL PARTY" to provide for the use of the Pavilion premises as outlined in the below terms and conditions for the listed date and time period.

RENTAL PARTY CONTRACT NAME:

SCHEDULED DATE: _____ , 200_____

TIME: _____ am or pm To: _____ am or pm
(early)

FACILITY ENTRY DATE: _____ TIME: _____
(final)

FACILITY EXIT DATE: _____ TIME: _____

Contact Name: _____

Organization: _____

Address: _____

_____ Zip: _____

Daytime Phone: () _____

Evening Phone: () _____

Fax: () _____

Cell Phone: () _____

Email: _____

TYPE OF FUNCTION:

- | | |
|--|--------------------------------------|
| <input type="checkbox"/> Wedding Reception | <input type="checkbox"/> Company Out |
| <input type="checkbox"/> Anniversary | <input type="checkbox"/> School |
| <input type="checkbox"/> Reunion | <input type="checkbox"/> Church |
| <input type="checkbox"/> Graduation | <input type="checkbox"/> Sports |
| <input type="checkbox"/> Birthday | <input type="checkbox"/> Expo |
| <input type="checkbox"/> Private Party | <input type="checkbox"/> Fundraiser |
| <input type="checkbox"/> Holiday | <input type="checkbox"/> Other: |

SPORTS FIELD RENTAL:

Smooth

- Inline Hockey
- Skating
- Basketball
- Volleyball
- Dodgeball
- Other:

Turf

- Soccer
- Flag Football
- Lacrosse
- Volleyball
- Dodgeball
- Other:

NUMBER OF GUESTS/PARTICIPANTS:

Adults (over 21):_____ Teens (13-20):_____ Child (12U):_____
(Final count estimate due 5 days before rental hall event)

MEAL PLANNING:

Catered Function? Y N

Type of Meal? B L HorD D Buffet Sit Down Cake? Y N

Name of Caterer: _____

Contact Person: _____

Estimated Plate Count: _____ Time of Meal: _____

Phone: () _____

Special Food Instructions? _____

Bar Service? Y N Self Provided ("House" bar) Y N

Name of Bar Service: _____

Contact Person: _____

Bar Time Start: _____ Finish: _____

Phone:() _____

Stage Use? Y N Sound/Light System? Y N

Contact Person: _____

Name of DJ/Band/Speaker, etc.: _____

Phone: () _____

Please list other outside vendors: (decorations, floral, photographer, entertainment, etc.)

SET-UP REQUIREMENTS:

Exterior Signage:

Interior Signage:

Special Decoration Considerations:

of Tables Required: 60" round: _____

Configuration: _____

8' head: _____

Configuration: _____ Skirt? Y N

Food Service: _____ Skirt? Y N

Cake/Punch: _____ Skirt? Y N

Other: _____

Stage: Y N Podium: Y N Dance Floor: Y N Bar: Y N Gazebo: Y N

Audio/Visual equipment & considerations:

Rental Party to provide:

RENTAL PARTY BILLING:

Pavilion facility rental fee (from std. rate schedule) \$

Self-provided bar service fee (if desired)\$

Linen charge (req'd catered event) (# linens x \$ 5).....\$

Pavilion provided additional items:

- 1. _____ \$
- 2. _____ \$
- 3. _____ \$
- Other fees: _____ \$

(Please make checks payable to: Pavilion LLC)

Total Chrgs Due: \$

Less Deposit Pd: \$

Plus Gratuity \$
(if desired 10%)

Balance Due: \$

RESERVATION DEPOSIT- (due @ time of reservation) (50% of facility rental fee):

Amt \$ _____ Date: _____ Pymt Method: _____ Staff: _____

BALANCE DUE (due 5 days prior to event)

Amt \$ _____ Date: _____ Pymt Method: _____ Staff: _____

CLEANING DEPOSIT- (due 5 days prior to event)

Amt \$ _____ Date: _____ Pymt Method: _____ Staff: _____

PAVILION RESERVATION INFORMATION

1. Reservations may be arranged through the Pavilion office. Appointments are advised for scheduling and planning all events. The reservation staff can be reached at (616)754-9223 generally during the hours of 10 am to 5 pm, Monday thru Friday.
2. All contracted arrangements (bands, DJ, entertainment, speakers, caterers, bar service, audio-visual aids, etc.) must be finalized 3 weeks prior to the scheduled event and the Pavilion notified of the individual or vendor.
3. The Pavilion has standard facility rental rates depending upon the type of function and time desired. There is also a cleaning deposit (refundable) which allows the Pavilion to fairly charge based on the amount of work required for us to clean-up after your event. Larger groups and catered food events naturally take greater time and effort on our part if the rental party does not assist in the clean-up. If the rental party assists in cleaning up the facility (as instructed by the Pavilion staff after the event), the deposit will be refunded. Cleaning not completed by you will

be charged against the deposit accordingly. The balance remaining on the cleaning deposit will be refunded to you within 5 days after your event.

4. The Pavilion does have a minimum facility charge to use the facility on Fridays & Saturdays. This amount varies seasonally in relationship to the peak demand time periods and the reservation schedule. Naturally, we prefer to rent to large groups with catering required if possible, but if the time slot is not taken we will do our best to accommodate any sized group. When you place your reservation the Pavilion staff will inform you if a minimum charge is in effect for that day/time.

5. Additional event amenities such as outside seating areas; teen/adult games; wagon rides; bonfires; etc. are also available for additional fees. Please refer to the Facility Use Charge sheet for a listing of these services.

6. Groups/Individuals using the Pavilion facility for profit making endeavors may be subject to additional charges (such as a % of event income), as determined & negotiated by the Pavilion staff at the time of reservation. Profit making or fundraising activities are allowed without prior knowledge and written consent of the Pavilion Event Mgr.

DEPOSIT/PAYMENTS

1. A 50% non-refundable deposit (of facility base rental rate only) is required at the time an event is placed on the reservation schedule. The deposit will be applied to the final Pavilion event billing.

2. The Pavilion LLC reserves the right to require an additional deposit in certain circumstances.

3. Deposits are accepted in cash, check or credit card. Payable to: PAVILION LLC

4. Full payment is due by 2:00 pm, five (5) business days prior to the scheduled event. Any other charges for Pavilion provided additional items are also due at this time.

5. The cleaning deposit is paid as a separate payment (cash, check or credit card) at the same time the full payment balance is paid and is refunded/returned to you if the facility is cleaned up immediately after your event, by your personnel, to the satisfaction of the Pavilion staff in charge.

6. Final billed rental rates and additional charges are as spelled out in this AGREEMENT. Prior information obtained (either written or verbal) may be subject to changes.

7. Pavilion facility rental rates and additional charges MAY be subject to a 5% per annum increase if the date is reserved for the next calendar year/season or later.

The Pavilion reviews it's rates @ year-end. This increase applies even to contracts that have been signed in this season for the next season(s).

8. Gratuity Fees are welcome if you feel the facility has warranted your consideration of this. 10% is the generally accepted rate. This amount can be added to your billing at your request or taken out of the cleaning deposit.

CANCELLATIONS

1. All initial deposits are nonrefundable once paid. No refunds under any circumstances. We have reserved the facility for you and your guests and forfeited the opportunity to have other parties rent the facility.

PAVILION FACILITY POLICIES

1. SMOKING- The Pavilion is a smoke-free environment. This policy complies with the Michigan Public Act 198 of 1986 "Clean Indoor Act". Your guests should be informed prior to their arrival. Designated smoking areas are at the north outside entrance. Failure to adhere to this policy may result in additional charges.

2. PARKING- Guests may be dropped-off/picked up at the front entrance on the highway M-57 side, but parking should take place in the parking lots north (to the rear) of the Pavilion.

3. LAST CALL- All events at the Pavilion should end by 12:00 midnight unless prior written approval has been obtained from the Pavilion Events Mgr. All guests should leave the facility no later than 12:30 am. Under no circumstances shall alcohol be served after 2:00 am (State Liquor Law).

4. FACILITY- The rental rate includes the use of both the main Pavilion bldg and the attached service building unless the facility is rented under the secondary rental schedule. These areas include the use of the kitchen and food preparation areas for the use of the caterer's only. Non-catered events (i.e. potlucks) may not use the kitchen. Other use areas include the restrooms (not showers); stage area (not including the "house" stage sound and light systems); dance floor area; vending/arcade/gaming areas (which can also be blocked off or disabled as per your instructions); TV viewing and lounge areas (block option as well); and a coat-check area. Also included are any adjacent outside areas (as they exist presently) including sand volleyball, etc.. Use of the elevated mezzanine bleacher areas and locker room areas is not allowed without prior written consent of the Pavilion Events Mgr.

5. OCCUPANCY- The Pavilion must comply with local fire safety regulations, State of Michigan laws and building regulations. Maximum capacity of the Pavilion large building is 1615 people and the support building is 175 people unless otherwise approved by the Pavilion Events Mgr.

6. DECORATIONS- Are allowed to be provided by the rental party or their chosen vendor. All decorations must be coordinated and approved by the Pavilion Events Mgr. and must conform to all fire regulations. Items are not to be taped or tacked to the walls, ceilings or surfaces in the Pavilion without approval and even then our "house" tape must be used. (It leaves no sticky residue). Confetti, rice, birdseed and glitter are not allowed. ALL candles are required to have glass shields or hurricane lamps. No open flames are allowed. The Pavilion offers decorations and assistance for an additional charge- please inquire. The rental party or their vendor are responsible for the removal of the decorations during the clean-up time.

7. PARTY FAVORS- These and other user-provided snack foods must be approved by the Pavilion Events Mgr. and the selected caterer (if a catered event).

8. FIREWORKS- They are not permitted inside or outside the Pavilion facility.

9. ENTERTAINMENT- Facility users are allowed to bring in their choice of entertainment, bands, DJ's, etc. Said entertainment shall be tasteful in nature and subject to the Pavilion Events Mgr's prior approval. No nudity or obscene/lewd in nature entertainment is permitted. Rental parties are responsible for the arrangement and payment of these services.

10. STAGE- The Pavilion sound/light equipment is available for an additional fee. House provided microphones are available for rental parties to use to make announcements/presentations to their event guests the stage system is a professional system and as such requires technical knowledge to operate. Operators must be approved by the Pavilion staff and must stop by the Pavilion prior to the event if requested to do so by the Pavilion for training or they will not be allowed to use the equipment and therefore must provide their own equipment. Facility renters should inform their DJ/band/sound/music vendor of this requirement.

The stage area is off limits to anyone but the Pavilion staff and your designated and approved sound/light system operators.

FOOD & BEVERAGES

1. CATERED EVENTS- All food and beverage arrangements are to be provided by the Pavilion or our approved caterers (see listing further on). They are fully licensed and insured to operate in the Pavilion. No other caterers or food suppliers may "work-in" or "deliver-to" the Pavilion.

2. NON-CATERED EVENTS- For those facility renters wishing to take care of their event's food requirements, (i.e. perhaps potlucks, cocktail parties with snack food, etc.) are responsible for supplying and serving the food, as well as cleaning up afterwards. Use of the kitchen/food service facilities at the Pavilion is only for catered events and only for use by Pavilion personnel and our approved caterers.

Non-catered event renters may obtain some of their food from an outside source (i.e. a caterer, grocery/specialty food store, etc.) but that source may not deliver to or serve in the Pavilion. This is the arrangement we have with our approved Caterers. You must bring it on site in your own vehicle. ONLY OUR APPROVED CATERERS ARE ALLOWED ON OUR PREMISES. Note: There are also higher facility rental charges applied to events which provide their own food. We encourage you to use our approved caterers as your food source.

3. BEVERAGES- The Pavilion is a Coca-Cola sponsored facility. As such, the caterer, bar service and Pavilion will offer only those brands of beverages. A selection of punches, etc. is also available. If the event is a non-catered event, with the facility renter providing their own beverages, ALL products must be Coke products. Other products will not be allowed into the Pavilion. Non-catered events may choose to purchase the Coke products from the Pavilion directly or from other sources as well.

4. No sales of food or beverage items by the rental party is permitted unless given prior written approval by the Pavilion Events Mgr. Other than the pre-arranged food for a catered or non-catered event, OUTSIDE SOURCES OF FOOD MAY NOT BE BROUGHT INTO THE PAVILION (i.e. Burger King, Pizza Hut, etc.).

5. CONCESSIONS- The Pavilion concession area, which is open seasonally during the primary indoor sports season during peak hours may also be open and staffed during your event depending upon your needs. Please inquire with the Events Mgr.

6. All federal, state and local laws pertaining to public food & beverage service establishments are adhered to strictly. Your cooperation with our staff is appreciated.

7. For catered events, rental party's are to work directly with the caterer and/or Pavilion staff on items such as type of table service, special linens, sit-down table service, buffet layouts, method/timing of serving, menu selections, etc.

8. Rental party's are encouraged to work with their chosen caterer or the Pavilion/Klackle Orchards Cornucopia Market Bakery (when open Aug- Dec.) with regards to any special cakes desired (i.e. Bday, wedding, anniversary, graduation, etc.).

9. The use of the Pavilion kitchen and food service areas is restricted to the approved event caterer and/or bar service providers. The rental party will not have access to these areas unless prior written approval is given by the Pavilion Events Mgr. Non-catered events will have very limited access.

10. The Pavilion requires a CATERED event to use our white table linens at a cost of \$5 each. For such special events the Pavilion staff feels this is necessary to create the desired atmosphere. NON-CATERED events have the option of renting ours or providing their table coverings, however the tables must be covered.

ALCOHOLIC BEVERAGES:

Currently, the Pavilion rental parties have two choices:

- Use our approved bar service vendor- Martha's Vineyard, who provides an excellent, quality service with the added benefit of greater liquor liability insurance and trained bartenders.
- Provide your own alcohol & designated bartenders - a "House" bar.
Note: You may not bring in another professional bar service and guests cannot serve themselves.

1. In accordance with Michigan law, Pavilion staff, your bartenders or the alcoholic beverage Vendor/Bar Service cannot serve alcoholic beverages to anyone under 21 years of age. A valid drivers license will be required if a guest's age is in question.

2. According to the Michigan Liquor Control Commission (MLCC), all alcoholic beverages must be purchased through the licensed beverage vendor/bar service or provided by you. Any alcoholic beverages not purchased from and dispensed by the approved vendor or your own "house" bar will be immediately confiscated and discarded. **Guests are not allowed to bring in their own alcohol.**

3. According to MLCC, all alcoholic beverages must be dispensed by bartenders or the approved vendor or by your designated bartenders.

4. All alcoholic beverages must be consumed inside the building unless prior approval is obtained from the Pavilion Mgmt.

5. You are responsible for making the arrangements and paying for your own bar service with any Pavilion vendor listed on the approved service provider list or deciding to provide your own "house" bar. For liability reasons and quality of service, we encourage you to use our vendor.

6. The Pavilion reserves the right to terminate alcoholic beverage service at any time for your guests if the Pavilion's policies are being abused, or the State and Federal liquor laws are being broken.

7. INSURANCE REQUIREMENT FOR A "HOUSE" BAR EVENT SERVING ALCOHOL- The rental party agrees to furnish a copy of a "Host Liquor Liability Certificate of Insurance" in the amount of \$ 1,000,000 (one million) for the date of the event. Said Certificate shall show the "Pavilion LLC" as an additional insured and shall be provided to the Pavilion Events Mgr. at least 48 hours prior to the event. This type of coverage is available as an "add-on" to most homeowners and business insurance policies. (Check with your insurance agent).

8. LIQUOR PERMIT- Those parties/organizations wishing to do a "cash bar" (where the guest pay for their drinks- usually by a ticket system), must obtain a license to

do so from the MLCC in Lansing. This is usually a one-day, one-event license available to non-profit organizations. Please inquire of the Pavilion Events Mgr. concerning this.

CLEAN-UP, LIABILITY, DAMAGES

1. CLEAN-UP- The rental party is responsible for leaving the Pavilion in a reasonably clean condition & coordinating the clean-up with their chosen caterer (if one) and the Pavilion staff. The floor areas (main bldg and support bldg; arcade and other areas); foodservice areas (if used); restrooms and other areas (including outside) are to be returned to at least as good a reasonably clean condition in which they were prior to the event. The table surfaces are also to be clean of debris. They shall be clean of waste paper products/food plates/ table service items/drink containers/bar service items/gift wraps/decorations, etc..
2. CLEANING DEPOSIT- If the rental party assists the Pavilion staff in the clean-up to their satisfaction the deposit will be returned/refunded in it's entirety. If extra effort or staff is required to clean-up, the rental party will be charged against the cleaning deposit accordingly.
3. DAMAGES- The Pavilion LLC and it's staff reserve the right to inspect and control all private functions & events. Liability for damage to the premises will be the responsibility of and charged to the rental party or organization. The reserving rental party in charge of the function is responsible for the conduct of all guests, both invited and uninvited.
4. DAMAGE DEPOSIT- The Pavilion may require a property damage deposit for various events. The damage deposit is totally unrelated to the deposit required to reserve the event date/time. Pending the result of a full inspection of the Pavilion premises by it's staff following the event, all or a portion of the deposit will be returned, via mail within 5 business days after the event.
5. PERSONAL ITEMS- The Pavilion and it's staff will not assume responsibility for the damage or loss of any merchandise, property or articles of the rental party, their hired vendors/service providers or guests that are left in the facility prior to or following the scheduled event. Arrangements for the security of said items can be made prior to the event. The rental party agrees to remove all personal effects no later than one (1) hour subsequent to the term of their rental period unless prior arrangements have been made with the Pavilion Events Mgr.
6. LIABILITY- The rental party agrees to indemnify and hold harmless Pavilion LLC, it's officers, members, owners, staff, employees, volunteers, vendors, suppliers, caterers, and bar service providers against all damages, losses and expenses including attorney fees arising out of, or resulting from claims by or judgment from the rental of the Pavilion facility; the Caterer's foodservice operations, and other

sources of food supplied by the rental party, their guests and/or other outside suppliers.

APPROVED PAVILION SERVICE PROVIDERS (VENDORS):

APPROVED CATERERS

Cole's Catering Service
744 S. Greenville Rd.
Phone:(616)754-7818
Greenville, Mi. 48838
Fax: (616)754-0685

Mark Cole

Caterered Creations, Inc.
Zylstra
1716 Coit NE
Phone:(616)361-6165
Grand Rapids, Mi. 49505
Fax:(616)361-7811
Email: CateredCreationsInc@msn.com

Gary & Patricia

Applause Banquets & Catering
2728 Birchcrest SE
Phone:(616)940-0001
Grand Rapids, Mi. 49506
Fax:(616)940-0953
Web: www.applause-rcfc.com

Alan Blumberg

APPROVED BAR SERVICES

Martha's Vineyard Ltd.
200 Union NE
Phone:(616)459-0911
Grand Rapids, Mi. 49503

Bar Service Mgr

APPROVED ENTERTAINMENT, DECORATION, ETC.- Rental party's choice.

ADDITIONAL EVENT COMMENTS:

ACCEPTANCE – The parties acknowledge the foregoing as an accurate statement of the AGREEMENT between the PAVILION LLC and the "RENTAL PARTY" and agree to be bound by it. The parties acknowledge that this RENTAL AGREEMENT contains the entire agreement between the parties and there are no understandings or agreements other than those set forth in this RENTAL AGREEMENT. Further, the

Rental Party acknowledges the opportunity to confer with legal counsel regarding this Agreement prior to it's execution, or hereby expressly waives such opportunity.

RENTAL PARTY:

Signature: _____

Date: _____

Name: _____

Signature: _____

Date: _____

Name: _____

PAVILION STAFF:

Signature: _____

Date: _____

Name: _____

Pavilion LLC
11470 W. Carson City Rd.
Greenville, Mi. 48838
www.klackleorchards.com
Phone: (616)754-9223
Fax: (616)754-9228
marlowe2@charter.net

Mgr: Marlowe Danals

SUGGESTED EVENT TIMETABLE:

Note: Prime wedding dates (usually Saturdays) can be reserved two years in advance.

Six (6) months prior to event

- Reserve facility, place reservation deposit- (50% @ time of reservation)
- Contact caterers, entertainment, etc.

Three (3) months prior

- Confirm caterer/bar service and food/beverage selection.
- Confirm entertainment.

Three (3) weeks prior

- Confirm all outside vendors and arrangements.

- Inform Pavilion of all chosen outside vendors.

Five (5) days prior

- Full payment due on all estimated Pavilion rental charges, additional charges and cleaning fees.
- Confirm facility layout, time schedule of event and final head count/plate count.
- Event DJ, sound man or band scheduled should contact and stop by the Pavilion for a stage equipment briefing if they are planning on using the Pavilion equipment.

One (1) day prior

- Decorate for your event and make other final facility arrangements.