



34615 Warren Rd. Westland, MI 48185 PH: (734) 331-3369

## **EXHIBIT A**

### **EVENT SITE**

The venue/s described in the executed contract attached has been reserved for you for the date and time stipulated. Please note that the hours assigned to your event include all set-up and all clean-up, including the set-up and clean-up of all subcontractors that you may utilize. It is understood you will adhere to and follow the terms of this Agreement, and you will be responsible for any damage to the premises and site, including the behavior of your guests, invitees, agents, or sub-contractors resulting from your use of venue/s.

Reservations are taken on a first-come, first-served basis.  
We will book your date upon receipt of your Deposit and Contract.

### **DATE CHANGES AND CANCELLATION POLICY**

- 1. Changes:** In the unlikely event the Customer is required to change the date of the event or Wedding, every effort will be made by SoHo to transfer reservations to support the new date. The Customer agrees that in the event of a date change, any expenses including but not limited to deposits and fees that are non-refundable and non-transferable are the sole responsibility of Customer. The Customer further understands that last minute changes can impact the quality of the event and that SoHo is not responsible for these compromises in quality.
- 2. Cancellation:** In the event customer cancels the event, customer shall notify SoHo immediately in writing. Once cancelled, the Customer shall be responsible for agreed liquidated damages as follows. The parties agree that the liquidated damages are reasonable.
  - A. In the event Customer cancels the event more than six months prior to the event, Customer shall forfeit to SoHo as liquidated damages the entire deposits made up until that point.
  - B. In the event Customer cancels the event less than six (6) months prior to the event, Customer shall forfeit to SoHo as liquidated damages the entire Rental Fee.

### **CONDITIONS OF USE**

Renter's activities during the Rental Period must be compatible with use of the building/grounds and activities in areas adjacent to the Rental Space and building. This includes but is not limited to playing loud music or making any noise at a level that is not reasonable under the circumstances. Smoking is not permitted anywhere in the buildings or patio areas. SoHo is a non-smoking property.

### **EVENT SET-UP LIMITATIONS**

1. All property belonging to Customer, Customer's invitees, guests, agents and sub-contractors, and all equipment shall be delivered, set-up and removed on the day of the event. Should the Customer need earlier access for set-up purposes, this can be arranged for an additional fee. The Customer is ultimately responsible for property belonging to the Customer's invitees, guests, agents, and sub-contractors.
2. Rental items must be scheduled for pick-up no later than at the end of the event.
3. Soft drinks, coffee and tea service must stop no later than 10:30 PM  
(or maximum of 5-hours if occurring sooner). \_\_\_\_\_
4. Music (DJ or live music) must stop no later than 11:00PM
5. All guests must be off SoHo premises no later than 30 minutes after the end of the event.



## **SITE VENDORS**

All vendors are required to register by visiting our website [www.sohobanquet.com](http://www.sohobanquet.com) and email back the completed and signed form. SoHo has a list of approved vendors to choose from. We require you to select a vendor(s) from this list. No vendor can be used that is not on this list (without prior approval of SoHo). Each vendor on this list is familiar with SoHo venues, rules, and regulations. Each one of these approved vendors carries SoHo required liability insurance.

1. If Customer requests a different vendor, they must be pre-approved by SoHo and meet their rules and regulations.
2. Your vendor company is responsible for the set-up, break-down and clean-up of the catered site. Please allow appropriate time for break-down and clean-up to meet the contracted timelines.
3. All event trash must be disposed of in the designated areas at the conclusion of the event.
4. ALL vendors must adhere to the terms of our guidelines, and it is the Customer's responsibility to share these guidelines with them. Please refer to end of Exhibit A page titled Vendor Rules, Regulations and Policies

## **BRIDAL SUITE:**

The use of the bridal suite is a courtesy provided by SoHo and is to be used a max of 2hrs prior to event for resting, changing, etc. No more than 5 people are allowed in the room. No food or drink are allowed in the bridal suite. If the client would like to access the room longer than the 2hr limit, then a fee of \$350.00 will apply. The client has the right to rent the room for \$350.00 as early as 1:00pm. The building will open no earlier than 1:00pm. The bridal room is to be used only for the bride and an additional 4 people only from 1:00pm to 10:00pm.

## **COMMON SPACE:**

If the client requires exclusive use a fee will be applied. They must inform us during the booking process, before the contract, so we can assess the availability of the space.

## **RESPONSIBILITY AND SECURITY**

SoHo does not accept any responsibility for damage to or loss of any articles or property left at SoHo prior to, during or after the event. The Customer(s) agrees to be responsible for any damage done to SoHo by the Customer(s), their guests, invitees, employees or other agents under the Customer(s) control. Further, SoHo shall not be liable for any loss, damage or injury of any kind or character to any person or property caused by or arising from an act or omission of the Customer(s), or any of his guests, invitees, employees or other agents from any accident or casualty occasioned by the failure of the Customer(s) to maintain the premises in a safe condition or arising from any other cause. The Customer(s), as a material part of the consideration of this agreement, hereby waives on its behalf all claims and demands against SoHo for any such loss, damage, or injury of claims and demands against SoHo for any such loss, damage, or injury of the Customer(s), and hereby agrees to indemnify and hold SoHo free and harmless from all liability of any such loss, damage or injury to their persons, and from all costs and expenses arising there from, including but not limited to attorney fees.

## **EXCUSE OF PERFORMANCE (FORCE MAJEURE)**

The performance of this agreement by SoHo is subject to acts of God, war, government regulations or advisory, disaster, fire, accident, or other casualty, strikes or threats of strikes, labor disputes, civil disorder, acts and/or threats of terrorism, or curtailment of transportation services or facilities, or similar cause beyond the control of SoHo. Should the event be cancelled by SoHo through a Force Majeure event, all fees paid by Customer SoHo will be returned to Customer within thirty (30) days or SoHo shall have the option



for the event to be rescheduled, pending availability, with no penalty, and there shall be no further liability between the parties.

### **INDEMNITY**

Customer agrees to indemnify and hold harmless SoHo, its officers, staff, and agents working on its behalf, from any and all claims, actions, suites, costs, damages, and liabilities resulting from the breach of this Agreement, negligence actions, willful misconduct or omissions of Customer, and Customer's guests, invitees, agents and sub-contractors.

### **SEVERABILITY**

If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

### **INSURANCE**

SoHo shall carry liability and other insurance in such dollar amount as deemed necessary by SoHo to protect itself against any claims arising from any officially scheduled activities during the event/program period(s). Any third-party caterers/suppliers/vendors used or contracted by Customer shall carry liability and other necessary insurance in the amount of no less than One Million Dollars (\$1,000,000) to protect itself against any claims arising from any officially scheduled activities during the event/program period(s); and to indemnify SoHo which shall be named as an additional insured for the duration of this Contract.

\* Vendors who do not have or can not provide us a copy of acceptable liability insurance Must pay SoHo Banquet & Event Center **\$250 dollars** (vendor access fee). The vendor must make the payment by cash or credit card 7 days prior to the event. This is a firm policy that is non-negotiable.

### **CLEAN-UP**

Customer shall be responsible for returning the Venue (and site if applicable) to the condition in which it was provided to them. All property belonging to Customer, Customer's invitees, guests, agents and subcontractors, shall be removed by the end of the rental period. All property remaining on the premises beyond the end of the rental agreement will be removed by SoHo at SoHo cost. Should the Customer need special consideration for the removal of property beyond the rental period, this can be arranged prior to the beginning of the event for an additional fee. SoHo is not responsible for any property left behind by Customer, Customer's guests, invitees, agents and sub-contractors. The Customer is responsible for any and all damages to SoHo Venues and surround site. It is the Customer's responsibility to remove all decorations and return Venue to the condition in which it was received.

### **RESERVATION OF RIGHTS**

SoHo reserves the right to cancel agreements for non-payment or for non-compliance with any of the Rules and Conditions of Usage set forth in the Agreement. The rights of SoHo as set-forth in this Agreement are in addition to any rights or remedies which may be available to SoHo at law or equity.

### **JURISDICTION**

The Parties agree that this Agreement will be governed by the laws of the State of Michigan. The Parties consent to the exclusive jurisdiction of and venue in the Court of Wayne County, Michigan and the parties expressly consent to personal jurisdiction and venue in said Court. Customer agrees to pay reasonable attorney's fees incurred by SoHo associated with any breach of this Agreement.



## **INCLUDES AMENITIES**

Tables and chairs, bartenders and security persons are provided as part of SoHo rental agreement, unless noted otherwise.

## **RESERVATION PROCESS**

A rental contract must be signed, as well as appropriate deposits submitted in order to confirm utilization of a SoHo Venue.

The Rules and Conditions for Usage are incorporated herein and are made a part hereof.

## **VENUE POLICY AND GUIDELINES AGREEMENT**

I have read and understand the policies concerning events held at SoHo. I agree to uphold them and ensure that contractors and members of the event party, will abide by the policies. I understand it is my responsibility to inform the coordinator, florist, photographers, etc., that they must also conform to this set of guidelines.

## **RULES AND CONDITIONS FOR USAGE**

**CONTACT PERSON:** You must designate one individual as your Contact Person. This must not be someone heavily involved in the activities of the day, as they will be too busy to effectively communicate with our onsite coordinator should problems/concerns/questions. (When questions arise, do not designate any member of your bridal party, photographer, caterer, florist, or musician as your liaison).

**COURTESY PROTOCOL:** SoHo reserves the right to request any person or group of people acting unruly and contrary to rental regulations to leave the premises. Assistance from law enforcement agencies may be required if this request is not met immediately.

**DELIVERIES / DELIVERY TRUCKS:** Please coordinate deliveries with us. We will need to know the delivery dates and times of any rentals, so we can meet them and show them where to drop their rentals.

**ELECTRICAL OUTLETS:** All electrical outlets on the property are available for use at an event. The vendors are welcome to inspect the locations and numbers of outlets prior to booking.

**DECORATIONS:** **Decorations must not be attached to the building by using nails, staples, cellophane tape or any other material that causes any damage to the property.** No masking tape, confetti, sequences, glitter, gum, silly string, flower petals and other material of loose decoration that will end up on the ground is absolutely no. allowed anywhere on the properties. No push-pins or drafting tape may be used to affix decorations and/or signs. Any other decorations, signage, electrical configurations, or construction must be pre-approved by SoHo. Decorations may not be hung from light fixtures. All decorations must be removed without leaving damages directly following the departure of the last guest unless special arrangements have been made between the Customer(s) and the venue.

Note - No masking tape, duct tape, electrical tape, transparent tape or double stick tape is allowed. All other decoration must be freestanding. Nails and staples are not permitted at any location.

**CANDLES:** Candles must be in a holder. Votive candles must also be "in" a holder. The new "flameless candles" which are battery operated are permitted for use. (Example: See [www.candleimpressions.net](http://www.candleimpressions.net) - the candles light automatically at the time set and run for 100 hours on a small battery).



**EVENT ENDING TIME:** All events must end by 11:30PM to comply with City of Westland sound ordinances and in order to allow for clean-up and closure of the site by 12:00AM.

**GUESTS:** Please keep in mind when inviting Guests to your event, that you are inviting them to our home. We will expect visitors to conduct themselves in a mature, responsible, and respectful manner.

**HANDICAP ACCOMMODATIONS:** We provide level-designated parking, ramped walkways throughout the property along with suitable restroom facilities. Motorized and transport chairs can easily navigate the grounds. All venues on the property are handicapped accessible.

**MUSIC AND ENTERTAINMENT:** Due to the proximity of SoHo to the local neighborhood, sound considerations are a concern. Although music (both live and recorded) is permitted, the music must be contained at an acceptable sound level so as not to disturb the local surrounding area. SoHo event coordinator will help to establish acceptable sound levels. Any complaints from neighbors or other parties may require the levels to be reduced further. SoHo reserves the right to require Customer(s) to cease the music it deems inappropriate, in its sole discretion. SoHo also reserves the right to require the Customer(s) to lower the sound level or cease playing music, in its sole discretion.

Note: We are keenly aware that sound travels and do, therefore, make every attempt to be considerate of our neighbors' privacy.

**PARKING:** Parking is available at the designated areas on the property. Persons shall pull into the areas marked as SoHo parking locations. Handicap accessible parking spaces are provided, designated by signage.

**PETS:** Sorry, absolutely no pets allowed. However, a family pet actually involved in an event will be considered.

**PHOTOGRAPHY:** We reserve the right for each Customer the opportunity to use any area of the complex for wedding/reception photograph sessions. All times for utilization of different areas at SoHo will be coordinated with the schedule for each venue's Customer. We also reserve the right to use any photographs or other media reproductions of an event in our publicity and advertising materials.

**RENTAL SPACE CHANGES:** Any contents or furniture movement must be pre-approved by SoHo. Placements of tables, tents, live music, catering equipment, etc., must also be approved by SoHo planning staff.

**SIGNAGE:** Welcome boards are allowed at the entrance of the rented ballroom assigned to the event.

**SMOKING:** SoHo is a smoke free property.

**TABLES AND CHAIRS:** SoHo is providing tables, chairs as part of our rental package, unless noted otherwise. We have over 1800 chairs with comparable numbers of tables (80 percent round and 20 percent rectangular) to accommodate our venue occupancies. The 66" to 72" diameter round tables (seats 10) and 96inch by 30-inch rectangular tables (seats 10). The earliest booking date for a particular day has the first right of selection regarding table types. Each venue will be provided only the maximum number of chairs based on contracted reservation. Additional fee will be charged for additional chairs and or tables.

**LOGISTICAL PLANS:** SoHo planning team must review and approve all proposed logistical plans for the use of the premises a minimum of thirty (30) days prior to an event.



## Vendor Rules, Regulations and Policies

All vendors must adhere to the following rules, regulations, and policies of SoHo Banquet & Event Center in order to conduct business at SoHo.

1. SoHo goal is to achieve a wonderful experience for all their guests. We consider vendors hired by our client to be an integral part of giving our client a wonderful experience.
2. All vendors must register at SoHo office by providing all their contact info and current copy of their liability insurance. Upon review of insurance and other documents we will determine approval. For any reason the vendor does not meet the requirements they will be provided a chance to meet the requirements.
3. For vendors who require setup of their equipment, floor design, stage, musical instruments, decorations, they must make an appointment with SoHo at least 30 days prior to the scheduled event to discuss location of the assigned work, plans, arrangements, and anything else required to supply client with their obligation.
4. For any vendors who provide fireworks and smoke machines they must bring a sample of the machine(machines) to an arranged meeting for SoHo's approval. SoHo prohibits any live fireworks, electric fireworks that cause dust or smoke or any other equipment that has potential to damage carpet, floors, and or any other damage.
5. Vendors who provide stage decorations, furniture, centerpieces, etc. must make sure that all their items are completely clean, no dust, no rust or damaged decorations or furniture will be permitted for use at SoHo.
6. You may park at the back of the building (by the generator) in the loading/unloading area long enough to load and unload and then must move your vehicle to allow other vendors to load and unload. Depending on space availability we will try to allow one or two spaces directly behind the building for you to park. Please do not block the doors by parking right in front of them.
7. All vendors must use the assigned vendor door to bring in equipment and only that entrance to be used by their staff at all times.
8. All vendors and staff must make sure that their shoes are completely clean and/or wear shoe covers. Especially in bad weather, tracking dirt, mud, etc. We highly recommend all vendors keep a stack of shoe covers in their vehicle to minimize this problem.
9. Vendors who bring equipment that requires rolling or moving must also use a clean drop cloth provided by the vendor to protect the flooring and carpet at SoHo.
10. Setup time: A setup time will be provided based on the event size and needs. However, most events will have access 3hrs prior to the start of the event unless otherwise provided in writing. You are provided a 3hr time frame to set up, please plan accordingly.
11. Once set up is completed the vendor must remove all storage boxes to their vehicle. They cannot be left anywhere at SoHo without permission. All trash, mess, and dirt must be swept, mopped, vacuumed, and cleaned by the vendor before leaving. Any vendor who does not



comply with cleaning will be charged a \$250-\$500 cleaning fee. All trash must be bagged and taken to the appropriate trash dumpster.

12. Breakdown: All vendors must make plans to remove all equipment and decorations within 30 minutes after the event in a cordial non rushed manner. Any property damage during breakdown will be assessed and billed to the vendor. We advise vendors to plan accordingly based on their need. Do not ask for additional time for free. A fee of (\$200)/hour will be assessed on vendors needing additional time.
13. SoHo wishes to have a cordial mutual relationship with vendors. If the vendor follows all the rules, regulations, and policies stated here. They will be allowed into SoHo to do business. Vendors refusing to pay an assessed fees will not be allowed to provide any services at SoHo property.

**Food Caters (sections 14-23 apply):**

14. Soho requires food caterers to make an appointment to visit SoHo at least 7 days prior to event.
15. Food must be brought in fully cooked and placed in the warmers by the catering company staff.
16. SoHo does not allow (drop off) of food. Catering company must provide their own catering staff to stay at SoHo for the entire duration of food service. They must assist with serving the food to client and be available until end of event and all guests have finished eating.
17. Set up and access to the venue may begin up to 3 hours prior to the event start time. Please confirm your arrival time with the event manager for the event you will be catering.
18. Catering company staff must do the following at the end of their food service.
  - a. Remove all related trash from SoHo.
  - b. SoHo provides a dumpster directly near the back of the kitchen.
  - c. Prep areas must be swept and mopped. Grease spills on table and floors must be completely cleaned immediately.
  - d. Tables and kitchen area must be wiped clean.
  - e. Warmers must be turned off after use.
  - f. 7 chaffers including fuel and serving utensils per 200 guests.
19. SoHo will provide:
  - a. One to three 8ft stainless steel tables depending on the event size for use by the catering company during the event.
  - b. 2 trash bins
  - c. 1 warmer
  - d. Four-foot cooler
  - e. If any additional needs beyond above is needed, SoHo must be notified 30 days prior to event. SoHo will do it's best to accommodate, a fee may be assessed for additional items.
20. Please note that kitchen staff managers or any other SoHo staff are not able to pack, wrap or deal with any leftover food. In addition, SoHo does not provide any carryout boxes or containers. Prepare for leftovers for your client.



21. Our goal is to provide our clients with the best experience. We need the catering companies to follow all rules and regulations.
  
22. Any and all request beyond our professional courtesy for use of any of our staff, kitchen, ovens, fryers will require an immediate payment that must be paid with cash or with credit card before the event start.
  - a. Staff members \$250/per staff for 4 hours.
  - b. Use of kitchen to fry/cook etc.... \$500 to \$1,500 (depending on event size)
  - c. Storage of fridge/freezer \$150 to \$300
  - d. Special plates/etc.... \$25 per plate
  - e. Food packaging \$250 to \$500
  - f. Extra chafing dishes \$30/per dish

Payment must be paid immediately or a security deposit of \$1,500 to have access to above services and balance to be paid at end of event.

23. All catering companies who do not follow the above rules will not be permitted as a vendor.

Thank you for your cooperation.



**END OF EXHIBIT A**