

**MOHICAN NORTH STAR GAMING AND RESORT
EVENT AGREEMENT
FOR EVENTS AT PINE HILLS GOLF COURSE**

THIS AGREEMENT is by and between the Stockbridge-Munsee Community d/b/a Mohican North Star Gaming and Resort (“North Star”), whose address is W12180 County Hwy A, Bowler, WI 54416 and _____ (“Customer”), whose address is: _____ (telephone: _____). If Customer is an organization, the contact person for the Customer is:

_____.

The Customer and North Star agree that North Star will host and cater an “Event” at its Pine Hills Golf Course facility for the Customer in accordance with the following terms and conditions:

1. The Event will begin held on: _____ beginning at _____ and ending at _____.
2. The type of Event is a: _____.
3. The following space at the Pine Hills Golf Course facility will be reserved for use with the Customer’s Event:
 ___ Many Trails Banquet Hall (located at N9498 Big Lake Road)
 ___ Meeting Room at Pine Hills Clubhouse (located at N9499 Pine Hills Drive)
4. Customer anticipates that there will be a total of _____ guests at the Event.
 - a. Bar Service (*check appropriate option*).
 - i. ___ Bar service is not needed for the event.
 - ii. ___ The Customer requests bar service for the event.
 - iii. Customer will be charged for all tapped containers of beer and soda regardless of the amount used from the containers. Unused portions of containers may not be removed from the Facility. North Star is solely responsible for determining the number of bartenders necessary for an event.
 - b. Catering (*check appropriate option*).
 - i. ___ North Star will provide catering service for the event (the catering service and its cost are described attached as Schedule A). This includes an estimated ___ guests with special dietary needs.
 1. Customer agrees to provide North Star with a final guest count, including number of guests with special dietary needs, by noon at least 5-days prior to the Event.
 2. However, the final guest count shall not vary by more than 10% from the anticipated number. The final guest count is a guarantee and is not subject to reduction or cancellation. If no confirmation is

- provided, Customer shall be billed for the estimated number of guests plus 10% even if fewer guests are served.
- ii. _____ Customer is making other catering arrangements. Customer may not use the facility's kitchen. North Star is not responsible for cooking or serving food at the event.
 - iii. _____ No food will be served at the event.
- c. Catering and Bar Service must be finalized at least twenty-one (21) days prior to the Event. If requested catering is not finalized at that point, North Star shall choose an appropriate menu for the Customer at \$ _____ per guest (which includes a beverage package). North Star will provide the Customer with a catering order outlining the details that have been confirmed.
 - d. Menu and drink pricing is subject to change, but pricing can be locked in up to sixty (60) days prior to Event.
 - e. An 18% service charge will be added to food and beverage costs for an Event.
5. The following Schedules, as applicable, are incorporated into this Agreement by reference.
- a. Specific catering services to be provided by North Star for the Event are described on Schedule A.
 - b. Hotel room requirements for the Event, including rooms booked or blocks of rooms reserved, are described on Schedule B.
6. Customer shall pay North Star:
- a. The Customer shall pay a non-refundable deposit of twenty five percent (25%) of the estimated catering based on the estimated guest in Section 4 multiplied by the default cost per guest in Section 4 b. and a facility rental fee of \$ _____ upon execution of this Agreement.
 - b. A bar deposit of \$ _____ is also required for bar service. The bar deposit is used toward the bar bill and is based on the amount of free bar service provided.
 - c. The Customer shall pay fifty percent (50%) of the finalized catering at least ten (10) days in advance of the Event.
 - d. The Customer shall pay the remaining amounts owed on the day of the event before any catering is served.
 - e. If the amounts owed are not paid as required, North Star may terminate the Agreement. If the Agreement is terminated, the Customer shall forfeit amounts previously paid and North Star may find another customer to fill the date.
 - f. If the Customer's final bill is less than amounts previously paid, North Star shall refund the difference (less other charges) to the Customer within fourteen (14) days.
 - g. Any charges due and owing after the Event, including those for excess cleaning or due to violations of requirements, shall be paid by Customer within fourteen (14) days of notification or penalty charges may accrue.
7. Customer understands and agrees that no raffles, pull tabs, bingo, or any other form of wagering activities may be conducted as part of the Event.

8. If Customer's event is held primarily for children and/or teens (persons under 18 years of age), a minimum of _____ adult chaperones/sponsors must be present at all times during the event. Absolutely no alcohol may be consumed on the premises during such events. Guests who are found or suspected of being intoxicated shall be removed from the Facility. Violation of these provisions is considered a breach of this Agreement and will result in immediate termination of the Customer's event.
9. North Star is responsible for general set-up for and clean-up after the Event. Room set-up requirements must be provided at least ten (10) days prior to the Event. Changes to the set-up after the room is set are subject to a \$150 reset charge due on the day of the Event.
10. North Star is not responsible for set-up of Customer's displays or decorations. Customer displays and decorations shall not be attached to walls or ceilings. Specific requests must be discussed with North Star prior to the Event.
11. Customer is responsible for all arrangements regarding a D.J. or a band and all related equipment. North Star has no responsibility to provide or set-up equipment.
12. North Star's event space is a smoke-free environment.
13. The Customer's Event must comply with applicable laws, including fire codes and other health and safety laws, and security requirements for the facility. North Star reserves the right to disapprove of activities or materials proposed in relation to Customer's Event.
14. North Star shall inspect its facility before and after the Customer's Event. Customer agrees to be responsible for any damage or loss occurring to North Star due to the actions or inactions of Customer or Customer's guests, invitees, employees or agents. North Star assumes no responsibility for damage to or loss of equipment or other property left unsecured prior to, during or following the Event. Customer will be notified of the costs for repairs and any excessive cleaning required.
15. Customer agrees to abide by North Star's rules and regulations concerning use. Customer also agrees not to use or permit others to use North Star's facilities for any unlawful purpose. North Star reserves the right, in its sole discretion, to refuse the use by any person or group at any time. Customer will be liable for costs incurred because of disorderly conduct or other violations of this Agreement or North Star rules and regulations at the Customer's Event.
16. Customer agrees to indemnify and hold North Star harmless for all claims, liabilities and expenses arising out of the Customer's acts or omissions or the acts or omissions of any of the Customer's guests, invitees, employees or agents regarding the use of North Star for the Event. The parties agree to indemnify and hold each other harmless for all claims, liabilities and expenses that may be asserted by third parties arising out of the performance of either party's obligations pursuant to this Agreement, except for the willful misconduct or negligence of the other party. These indemnifications shall survive the termination of this Agreement.

17. The parties agree that North Star shall not be liable for any losses, damage or failure to perform in whole or in part resulting from causes beyond the control of North Star, including, but not limited to: acts of God; acts or omissions of the Customer; fires; strikes; riots; embargoes; delays in transportation; inability to obtain supplies; or requirements or regulations of any government. In no event shall North Star's liability be in excess of the total amount paid by Customer under this Agreement.

18. Neither party may assign this Agreement without the express written consent of the other party.

19. This Agreement shall be construed in accordance with and governed by the laws of the Stockbridge-Munsee Community, and in the absence of tribal law on point by Wisconsin law. Customer hereby irrevocably consents to the personal jurisdiction of the Stockbridge-Munsee Court.

20. This Agreement supersedes all prior discussions, oral or written, between the parties in relation to the subject matter and is intended as a complete and exclusive statement of the agreement between the parties. No change or modification of this Agreement shall be valid unless the same is in writing and signed by the parties.

21. The parties agree the contract documents may be executed and delivered by facsimile or other electronic means and such electronic signatures shall have the same effect as an original executed document.

INTENDING TO BE LEGALLY BOUND, the parties hereto have caused this Agreement to be executed as of the date first above written.

Stockbridge-Munsee Community
d/b/a Mohican North Star Gaming and Resort

CUSTOMER:

BY: _____
General Manager

BY: _____

DATE: _____

DATE: _____

Schedule A

CATERING

Attached hereto is the catering order for the Event.

Schedule B

HOTEL ROOMS

Attached hereto is the hotel room block and rates for the Event.