olicies

Esprit de Coeur Event Center is the perfect spot for Weddings, Private Parties, Corporate Functions, and Community Events. This Historic venue is in the heart of downtown Lafayette. Outlined below are a few details and timelines for your review and approval. We look forward to working with you!

## DEPOSITS AND PAYMENTS

Esprit de Coeur requires a Signed Contract, Completed Credit Card Authorization Form, and Deposit to secure the space. All deposits are *NON-REFUNDABLE* and will be applied towards the balance of your event. All required documents must be submitted to the Event Manager of Esprit de Coeur no later than the due date listed on this agreement. Once the contract(s) and deposit (s) have been received, the event will be considered confirmed. Should the contract, deposit, and credit card authorization form not be received by due date, the venue will be released.

Lessee (Client) agrees to pay 50% of the total rental package at the time of booking, as a confirmation deposit. The remaining amount owed is due (6) six months prior to the Event date. Credit Card transactions are subject to a 5% credit card service fee.

### RENTAL

The rental, based upon a three-hour event, includes a four-hour setup and a 1-hour breakdown. Additional event time may be purchased at \$200 per hour. Additional setup time and clean-up time may be purchased at \$100 per hour. All additional time must be pre-approved by Esprit de Coeur and submitted at least two (2) weeks prior to the event. Any additional time added the night of the event could result in higher fees.

## **CEREMONY POLICIES**

Each Ceremony is allowed (30) thirty minutes Rehearsal Time. Please make sure your party arrives on time. Esprit de Coeur cannot guarantee additional time due to late attendants. For your ceremony you are allowed up to (20) attendants; this includes Grandparents, Parents, Bridal Party, and couple. For each additional attendant above twenty, an additional \$20 fee per attendant will be applied and charged on the final invoice. All ceremony times are as scheduled and not based upon arrival. We will allow at tenminute grace period, however there will be an additional fee in place for any weddings starting after the ten-minute grace period of \$10 per minute. Esprit de Coeur reserves the right to cancel the Ceremony if you are more than (30) minutes late. Esprit de Coeur has the right to charge the credit card on file for any additional charges incurred the day of the event.\*All Rehearsals will be set for the Thursday prior to your Event date unless approved otherwise by the Event Manager.

### GUEST GUARANTEE

Your guaranteed headcount is due no later than (14) days prior to the event. If no guarantee is received, the anticipated attendance listed on the agreement will serve as guarantee. Once the final headcount is given, the count may not decrease, and may only increase at the Event Manager's discretion. Beverage charges will be based upon guarantee or final attendance, whichever is greater.

	Non-Wedding Rental (3 hours)	Ceremony	Reception (4 hours)	Ceremony & Reception	Overnight Accommodations
Mon-Thurs	\$1,000	\$500	\$1,000	\$1,500	\$500
Friday	\$1,200	_	\$2,000	\$2,500	\$500
Saturday	\$1,500	_	\$2,400	\$2,800	\$500
Sunday	\$800	\$600	\$1,000	\$1,600	\$500

### PACKAGES & FEES

# CANCELLATION POLICY

In the event Client cancels the event for any reason, Esprit de Coeur will retain all non-refundable deposits on file. Client is required to notify the Venue in writing of any cancellation of the Event. No Verbal or Electronic Form of cancellation will be accepted unless authorized by the Venue. Client acknowledges that if they cancel the event contract, this action constitutes a breach of Client's obligation to the Venue and the Venue would experience lost revenue. Additional cancellation fees are listed below.

0-90 days prior to the event	100% of the estimated cost of the function
91-120 days prior to the event	75% of the estimated cost of the function
Contract signature-121 days prior to the event	50% of the estimated cost of the function

If any of the payments are not received by the due dates, this contract will be considered in default. All payments are to be paid in Cash, Check, or Credit Card made payable to Esprit de Coeur. Credit Card payments are subject to a 5% credit card service fee.

### BEVERAGES

All Beverages must be purchased through Esprit de Coeur. No outside beverages will be allowed into the facility, unless approved by The Esprit de Coeur Event Manager. A 20% Service Charge and 8.45% Tax will be added to all Beverage charges. Beverage menu prices are subject to change.

Esprit de Coeur bartenders do not serve/sell any alcoholic beverages to anyone under the age of 21 years of age, nor will they knowingly sell/serve to a parent serving a minor. Identification will be asked at the bartender's discretion.

Esprit de Coeur has a **NO SHOT** policy.

# LINENS

Esprit de Coeur will provide basic polyester white linens for your event. If client desires any other linen to be used for their event, the client is responsible for renting those linens from an outside provider and covering their delivery and pickup accommodations. Client is fully responsible for damages and/or staining to linens rented by client.

### INSURANCE AND IDEMNITY

Lessee may choose a caterer from the preferred catering list provided by the Lessor. Lessee is not obligated to choose from the list; however, a caterer must be licensed and insured to provide catering services for any events at The John Nickerson House. There is a \$250 catering fee if using a non-preferred caterer.

# OUTSIDE VENDORS

All Vendors must be pre-approved by Venue Management to be able to work on our property. Approval of all outside vendors is entirely at the discretion of the Venue Management. Failure to approve an outside vendor shall not render the contract null and void and Client shall still be bound by the terms of the. **NO SELF-CATERING ALLOWED** 

In addition to the rental fee, Lessee has contracted with Lessor's preferred catering services to provide food, labor, and additional charges (taxable and non-taxable items) as they appear on the final invoice. Should the Lessee contract with an outside contractor, i.e., caterer, Insurance Certificate is to be provided to The Venue directly from the contractor's insurance agent, via email or mail. No copies are accepted. Insurance will be verified. The insurance company issuing the policy must be authorized in the State, with the AM Best's Rating of A-VI or higher and shall provide evidence of such insurance to the lessor. The policies or certificates thereof shall name the Lessor as certificate holder and identify the agreement or contract number and provide coverage for Esprit de Coeur. Louisiana as additional insured. The insurer will have no right of recovery or subrogation against the lessor in addition, it shall provide those thirty days prior to cancellation notices of same shall be given to the Lessor by registered mail, return receipt requested, for all the following stated insurance policies:

- **A.** Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000,000 and \$2,000,000,000 in the aggregate for bodily injury and property damage. This insurance shall include the following coverage:
  - 1. Premises-Operations
  - 2. Broad Form Contractual Liability
  - 3. Products and Completed Operations
  - 4. Use of Contractors and Subcontractors
  - 5. Personal Injury
  - 6. Broad Form Property Damages
  - 7. Location of the operation shall be "All Location"
- B. The following indemnification Agreement shall be, and is hereby, a provision of the contract. Lessee/Contractors/Supplier agrees to protect, defend, indemnify, save and hold Esprit de Coeur Employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person of the damage, loss or destruction of any property which may occur or in any way grow out of any act of omission of employees or any and all cost expenses and or attorney fees incurred by the Lessee/Contractor/Supplier as result of any claim, demands, and/or employees. The Lessee/Contractor/Supplier agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expense related thereto, even if it (claims, etc.) is groundless, false, or fraudulent. All Insurance obligations must be submitted (14) fourteen days prior to the Event.

### S E C U R I T Y (Weddings Only)

#### City of Lafayette

Venue shall schedule one uniformed police officer for the Event for the first (100 guests). The cost will be on the final invoice for the client. The Venue may deem that additional security officers are necessary at the additional expense of the Lessee.

#### PERSONAL PROPERTY

Esprit de Coeur does not assume or accept responsibility for damage to, or loss of, property, articles or rented equipment left in the house or on property prior to, during, or following any event. Esprit de Coeur is not responsible for the loss of personal property, prizes, or gifts bought to the event by Guests or Attendees/Vendors; nor will Esprit de Coeur be responsible for lost, stolen or damaged equipment. Any damage to such property of Esprit de Coeur's property will be the sole responsibility of the Client to cover any necessary repairs or replacement charges.

#### HOLD HARMLESS

Client, and every Guest/Attendee/Vendor using Esprit de Coeur's facilities does so at his or her own risk, and Esprit de Coeur is not responsible for any injuries occurring to such persons. All Guests, Attendees, Vendors, and Client expressly hold harmless, waive, and release Esprit de Coeur from all claims relating to or arising out of their use of Esprit de Coeur's facilities. The Client assumes sole responsibility for any injuries occurring to such persons.

### ADDITIONAL EVENT EXPENSES

Lessee is responsible for all expenses incurred for catering and Event presentation. These expenses are in addition to the facility rental fee. It is expressly agreed that the Lessor assumes no liability for loss, theft or damages resulting from such third-party services.

### POST EVENT CLEANUP

Unless the Venue service is exclusively contracted, cleanup of the Event by the Lessee, Lessee's representative or the Lessee's caterer must be completed within one hour of the Event closing time, unless previously negotiated and approved by The Venue management. All equipment and decorations must be removed during this time. The one hour allotted for the Event cleanup is included in the facility rental fee.

## GENERALPOLICIES

**A.** Furniture at Esprit de Coeur cannot be moved or removed for any event, unless approved by the Event Manager. Confetti, Rice, Glitter, Birdseed, Fireworks, Candles, and Fake Snow are not allowed in any areas of Esprit de Coeur or property of Esprit de Coeur. If these items are found, there will be a \$500 removal fee charged to the card on file. Absolutely no pins, nails, staples, command strips, or tape of any kind will be attached to the walls, windows, furniture, or ceilings. There will be repair fee if any of these items are used. All floral arrangements must be lined properly to prevent water seepage and damage to furniture. Client is responsible for any damages to the flooring, linens, or building.

**B.** The Event Manager of The Venue or his/her designee shall always be in full and complete control of the leased area

**C.** This lease shall be governed by and constructed in accordance with the laws of the State of Louisiana, the ordinances of the City of Lafayette

**D.** If said Event is prevented, rendered impossible or infeasible, by any regulation, any public authority or bureau, civil tumult, strike, epidemic, war conditions or emergencies, or any cause beyond the control of the Lessor, it is understood and agreed that there shall be no claim for damages by either party to this contract and both parties' obligation to such performance shall be deemed waived with all monies refunded, excluding initial deposit. Client will have the option to use deposit for future event within the same calendar year.

E. Access for delivery, set up and take down must be made through the appropriate entrances as specified by The Venue.

F. No objects shall be nailed or stapled to any tree on property.

G. Venue reserves the right to determine the appropriate volume of any entertainment to minimize conflicts.

H. There will be no cooking or frying on property without prior written approval from The Venue.

I. No butane or gas warmers will be allowed inside the house.

J. There will be NO SMOKING allowed in the facility or on facility grounds. A \$500.00 fee will be assessed for any occurrence of cigarette, cigar, or pipe smoking inside The Venue.

#### PARKING

Street Parking is available as well as parking next door to Scratch Farm Kitchen.

#### **ROOM ACCOMMODATIONS**

Maison Mouton Bed & Breakfast located at 338 N. Sterling Street is a historic home built in 1820. The property consists of fourteen beautifully unique rooms decorated with old world furnishings. All rooms include a traditional Cajun breakfast with their stay. For reservations, please call 337.233.7816.