

**MOHICAN NORTH STAR GAMING AND RESORT
EVENT AGREEMENT**

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 the North Star 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 meeting rooms/public areas will be reserved for use with the Customer’s Event: _____
4. Customer anticipates that there will be a total of _____ guests, including _____ guests with special dietary needs. Customer agrees to provide North Star with a final guest count by noon at least 5-days prior to the Event. 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.
 - a. North Star is the exclusive vendor for all food and beverage needs for Events. No food may be brought into North Star, except for special occasion cakes for an additional fee of _____.
 - b. Catering (which includes all beverage needs) must be finalized at least twenty-one (21) days prior to the Event. If 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.
 - c. Menu pricing is subject to change, but pricing can be locked in up to sixty (60) days prior to Event.
 - d. 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. The Customer shall pay fifty percent (50%) of the finalized catering at least ten (10) days in advance of the Event.
 - c. The Customer shall pay the remaining amounts owed on the day of the event before any catering is served.
 - d. 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.
 - e. 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.
 - f. 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. 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.
 8. 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.
 9. North Star's event space is a smoke-free environment.
 10. 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.
 11. 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.
 12. 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.

13. 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.

14. 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.

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

16. 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.

17. 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.

18. 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.

NORTH STAR:

CUSTOMER:

BY: _____
 General Manager

BY: _____

DATE: _____

DATE: _____