



2023 Riviera Ballroom Event Lease Agreement

Date of Event: **SAMPLE**

Hours of the Event:

Name of Event:

Person(s) Responsible:

Address:

Phone Number:

Work Number:

Email:

Event Type: Wedding

Bride:

Bride Phone:

Bride Email:

Groom:

Groom Phone:

Groom Email:

Estimated number of guests attending (maximum capacity – 300 seated with no dancefloor):

Admission to be charged? Yes / No Liquor to be served? Yes / No

Lease, made this _____ day of _____, 20_____ between the City of Lake Geneva, a municipal corporation, Lessee, hereinafter referred to as the "City" and _____ hereinafter referred to as "Lessee."

- Recitals:
1. The City is the sole owner of the described premises and desires to lease the premises to a suitable lessee.
 2. Lessee desires to lease the below described premises.
 3. The parties desire to enter into a lease agreement defining their rights, duties and liabilities relating to the premises.

1. Lease Premises: The City hereby leases to Lessee the top floor of the Riviera building on Geneva Lake, located at 812 Wrigley Drive in the City of Lake Geneva, also known as the Riviera Ballroom.

2. Term and Rental Fee: Rental fee is for up to a maximum eight (8) hour period. The lease period begins when guests arrive. Any time in excess of eight (8) hours or after 1:00 a.m. will be charged at \$400 per hour and deducted from the security deposit.

The Rental Fee includes up to (7) hours of **Set-up Time** for the Lessee and their vendors to access the venue for set-up on the day of the event. Set-up time can begin as early as 10:00am on the day of. If the Lessee would like to request additional set-up hours, these hours must be approved by the Riviera Sales Director and will be charged at the rate of \$20 per hour. Any time needed prior to guest arrival is considered Set-up Time.

2023 Rental Rates (effective 8/1/20)

Full-time City of Lake Geneva Resident*

This rate applies to the bride, groom or parents of the bride or groom and event must be for immediate family (parent or child) of resident.

Saturday	\$3,275
Friday	\$2,850
Sunday	\$2,750
Mon-Thurs	\$1,425

Resident Off-Peak (December 1—April 30)

Saturday	\$2,850	Friday	\$2,375
Sunday	\$1,950	Mon-Thurs	\$1,425

Non- Resident

Saturday	\$6,750
Friday	\$5,800
Sunday	\$5,500
Mon-Thurs	\$2,400

Non-Resident Off-peak (December 1— April 30)

Saturday	\$5,800	Friday	\$4,750
Sunday	\$3,800	Mon-Thurs	\$2,100

Holiday Surcharge: \$250.00

Military Discount: 15% discount applied if Bride or Groom is active or honorably discharged (Proof required)

****See Riviera Resident Rate Request Form for resident requirements. This form Can be obtained from the Riviera Sales Manager and must be submitted with this lease agreement for approval.***

The City leases the above described premises for a term of up to eight (8) hours from:

(estimated time) _____ (date & year) _____

To

(estimated time) _____ (date & year) _____

\$400.00 per hour will be charged for any occupancy exceeding the above specified time. Lessee hereby requests to lease the premises for an additional _____ hours from _____ to _____ (indicate time if applicable). The parties agree and understand that rent for such term shall be the sum of \$_____dollars (if applicable).

Payment:

50% of the Rental Fee and \$1,000 Security Deposit shall be due and payable on the date this lease is executed. The remaining 50% of the Rental Fee shall be due and payable six months prior to the wedding date. Payment shall be made to the City of Lake Geneva.

3. Security Deposit: In addition to the rent set forth above the lessee shall pay a security deposit in the amount of \$1000.00. The City and Lessee agree that such security deposit shall be held by the City and may be applied to property damage to the premises, if any, resulting during the term of this lease or otherwise caused by the Lessee, his agents, employees or guests. Nothing in this section shall foreclose the City from, in addition to withholding the security deposit, seeking further action to recover damages or deficiencies from Lessee, his agents, employees or guests for damages to the leased premises. Additionally, the security deposit shall be forfeited in the event this lease is canceled by the Lessee.

4. Use: It is understood and agreed that Lessee's use of the premises shall be for the purpose of a wedding. Lessee shall not use nor shall he or she allow the use of the premises, or any part thereof, in any manner which is unlawful, immoral, disreputable, including, but not limited to, the following: gambling, contributing to the delinquency of minors, nude dancing and the use of fireworks.

5. Vendors: *The lessee agrees to use caterers from the Riviera Vendors List for their event. An outside vendor fee of \$750 will be charged for the use of a food provider not on the Riviera Vendor List.* If an outside caterer is used, the lessee is also required to pay an additional outside catering security deposit in the amount of \$1,000 which is in addition to the security deposit in paragraph three and which will be refunded after the event provided no damages occur at the leased premises. The beverage company must be licensed in the state of WI. Bartenders will be asked to present valid certification upon arrival on-site. All other services i.e. Florists, DJ's etc. will be up to the Lessee and no fee will be charged.

Please note, The Riviera does not have a liquor license, therefore by law, the Lessee cannot allow any exchange of cash or tickets for alcoholic beverages at the event (i.e. No

“Cash Bar”). ***All alcoholic beverages must be provided to the guests by the client free of charge.***

6. Indemnity: Lessee shall indemnify the City and hold it harmless for all expenses, liability and claims of every kind, including reasonable attorney's fees, by or on behalf of any person or entity or arising out of (1) a failure of Lessee to perform any term or condition of this lease; (2) any injury or damage happening on or about the premises; (3) a failure of Lessee to comply with any law of any governmental authority; (4) any third party agreements or contracts to provide goods or services for the direct or indirect benefit of the Lessee; or (5) any other circumstance or condition not resulting as a result of the negligence or intentional act of the City, its agents and employees.

7. Stolen or Lost Property: Notwithstanding the provisions of Section 6 herein, Lessee agrees to hold the City harmless for any loss, theft or damage of or to personal property. Lessee has the responsibility of inspecting the premises prior to the close of the lease term for personal property which was lost, misplaced or left behind. Any personal property or fixture remaining at the close of the lease term shall be considered abandoned and shall become property of the City.

8. Surrender of Possession: Lessee shall, upon the close of the lease term, or earlier, peaceably and quietly surrender and deliver the premises to the City free of all liens and encumbrances.

9. Assignment: It is understood and agreed that Lessee shall not assign, sub-lease or in any way encumber the premises, nor shall this lease be transferred by operation of law, without prior written consent of the City.

10. Access to the Premises: Lessee shall allow the City, its agents and employees to enter the premises at reasonable times and in a reasonable manner so as not to disrupt Lessee's use of the premises to inspect the premises to determine whether performance is in accord with the lease terms and conditions.

11. Riviera Security Personnel: Lessee shall allow two (2) employees of the City bearing identification tags with the words "Riviera Personnel" to be present and move freely through the premises during the lease term to make certain no terms or conditions of the lease are being violated.

Such Riviera personnel shall also ask persons not authorized by Lessee to be present during the Lease term to leave and will call the police if necessary to assist in the control of guests of Lessee. Riviera personnel shall ask the lessee to announce last call and close down the bar 30 minutes prior to the event end-time, and no less than one and a half hours prior to the 1:00am shut down time.

A third security guard is required for parties larger than 250 guests (maximum capacity is 380 reception-style/no seating).

12. Remedies of the City and Liquidated Damages: In the event of breach of any of the terms and conditions of this lease by Lessee, the City, at its option, may treat this lease as null and void, accept the security deposit as liquidated damages, accept the security deposit as partial payment of damages and sue for any deficiency or invoke any remedy available to it under law or equity.

13. Cancellation: A cancellation fee of \$1,000 (Security Deposit) will be charged for all cancellations. Cancellations made more than six months prior to the reserved date will be required to pay 50% of the rental fee, minus the \$1,000 deposit. Cancellations made within six months of the reserved date will be required to pay the rental fee in full, minus the \$1,000 deposit. All cancellations must be made in writing.

In the event an event is canceled for any reason and is rescheduled into a following year, the rescheduled event shall be subject to the rates and terms applicable to leases in the year the event is rescheduled.

15. Model Release: It is agreed that The Riviera/City of Lake Geneva staff may display and use any photographs taken for advertising and marketing in ways thought proper by the City of Lake Geneva. For client privacy, last names may be obscured if requested.

16. Rules: Lessee hereby acknowledges receipt of the Rules governing the rental of the Riviera. (*See attached procedures checklist & Usage Rules). Lessee agrees to abide by and follow each and all of said rules regarding the use of the premises. Lessee further agrees that he or she shall be liable for any and all damages incurred as a result of violation of these rules. Failure to abide by the subject rules will be considered a breach of this lease.

I acknowledge that I have received, have read and understand the Riviera Ballroom Procedures & Usage Rules and agree to the provisions therein.

Initial _____

16. To Confirm Reservation:

CHECK PAYMENTS:

Please mail the Riviera Ballroom Lease, \$1,000.00 security deposit+ 50% of your rental fee, payable to “City of Lake Geneva” to:

Riviera Facilities Coordinator
City of Lake Geneva
626 Geneva Street
Lake Geneva, WI 53147

CREDIT CARD PAYMENTS:

Note: We accept credit cards with ONLINE payments only. Online pay is available on the City of Lake Geneva website (www.cityoflakegeneva.com -> Payment Center -> Other City Services)

***Please select “Riviera Payments” on the scroll down menu under your credit card information & type “wedding” and your wedding date in the comments section.**

Any security deposit refund, if applicable, will be paid to and mailed to the Lessee below:

Signature of Lessee

Address

City, State, Zip

Date

For the City of Lake Geneva

Date