

SERVICE CONTRACT
Big Best in Games
(V# 7695)

AGREEMENT is made this 12th day of July, 2023, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107 ("County") and Big Best in Games located at 4095 Carpenter Rd, Ypsilanti MI 48917 ("Contractor")

In consideration of the promises below, the parties mutually agree as follows

ARTICLE I - SCOPE OF SERVICES

The contractor will provide the following services at their venue based on the Event Summary See Attachment A – Date of Events July 25, 2023 and August 1, 2023

ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices the County will pay the Contractor an annual amount not to exceed Eighteen Thousand One Hundred Forty Dollars and four cents (\$18,140 04)

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to Sheriff Jerry Clayton and will cooperate and confer with him/her as necessary to insure satisfactory work progress

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator

Section 4 - The County may review and inspect the Contractor's activities during the term of this contract

Section 5 - When applicable, the Contractor will submit a final, written report to the County Administrator

Section 6 - After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies

ARTICLE IV – TERM

This contract begins on the date of this agreement and ends on December 31, 2023, *with an option to extend for two (2) additional one (1) year periods*

ARTICLE V - PERSONNEL

Section 1 - The contractor will provide the required services and will not subcontract or assign the services without the County's written approval

Section 2 - The Contractor will not hire any County employee for any of the required services without the County's written approval

Section 3 - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE VI - INDEPENDENT CONTRACTOR

Contractor and the County shall, at all times, be deemed to be independent contractors and nothing herein shall be construed to create or imply that there exists between the parties a partnership, joint venture or other business organization. Contractor shall hold no authority, express or implied, to commit, obligate or make representations on behalf of the County and shall make no representation to others to the contrary.

Nothing herein is intended nor shall be construed for any purpose as creating the *relationship of employer and employee or agent and principal between the parties*. Except as otherwise specified in this contract, Contractor retains the sole right and obligation to direct, control or supervise the details and means by which the services under this contract are provided.

Contractor shall not be eligible for, or participate in, any insurance, pension, workers' compensation insurance, profit sharing or other plans established for the benefit of the County's employees. Contractor shall be solely responsible for payment of all taxes arising out of the Contractor's activities in connection with this Agreement, including, without limitation, federal and state income taxes, social security taxes, unemployment insurance taxes and any other tax or business license fees as required. The County shall not be responsible for withholding any income or employment taxes whatsoever on behalf of the Contractor.

ARTICLE VII - INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

ARTICLE VIII - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

- 1 Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
- 2 Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The

County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract

- 3 Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage For transportation services contracts, the County shall be added as additional insured on automobile liability policy with respect to the services provided under this contract

Insurance companies, named insured's and policy forms may be subject to the approval of the Washtenaw County Administrator, if requested by the County Administrator Such approval shall not be unreasonably withheld Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended Contractor shall furnish the certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract Certificates shall be addressed to the Washtenaw County c/o Washtenaw County Sheriff's Office, 2201 Hogback Rd , Ann Arbor MI 48105 and CONTRACT #55097 and shall provide for written notice to the Certificate holder of cancellation of coverage

ARTICLE IX - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act

ARTICLE X - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No 317 of the Public Acts of 1968 and/or Section 30 of Act No 156 of Public Acts of 1851, as amended by Act No 51 of the Public Acts of 1978, whichever is applicable

ARTICLE XI - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission,

percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

ARTICLE XII - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to Employment, upgrading, demotion or transfer, recruitment advertisement, layoff or termination, rates of pay or other forms of compensation, selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XIII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$15.90 per hour with benefits or \$17.73 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2024 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE XIV - EQUAL ACCESS

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XV - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XVI - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XVII - TERMINATION OF CONTRACT

Section 1 - Termination without cause Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE XVIII - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

ARTICLE XIX - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XX- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XXI - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXII - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ARTICLE XXIII – ELECTRONIC SIGNATURES

All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement.

ATTESTED TO

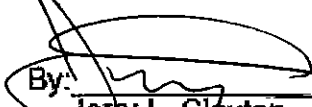
WASHTENAW COUNTY


By  07/21/2023
Lawrence Kestenbaum (DATE)
County Clerk/Register

By  07/21/2023
Gregory Dill (DATE)
County Administrator

APPROVED AS TO CONTENT:

CONTRACTOR

By:  7/14/23 (DATE)
Jerry L. Clayton
Sheriff

By:  7/19/23 (DATE)
Dana Hemann
Director of Operations

APPROVED AS TO FORM:

By:  07/20/23
Office of Corporation Counsel
Michelle K. Billard (DATE)
Office of Corporation Counsel



Attachment A.

Updated 7/18/2023



X

X

BBB Washtenaw County Sheriff's Office - Family Day

Tuesday, July 25,
2023

EVENT CONTRACT

ACCOUNT: Washtenaw County Sheriff

CONTACT: Haley Gordon

EMAIL: gordonh@washtenaw.org

PHONE: 7342605325

ADDRESS:

EVENT MANAGER: Dana Hermann

EMAIL: dana@bestingames.com

PHONE:

EVENT SUMMARY

Date	Time	Areas	Event Type	Guests
7/25/2023	5:00 pm - 8:00 pm	Sugar Sugar Bar and Third Floor	Corporate Event	240

PACKAGE

Qty		Price	Total
3	<u>Third Floor Rental Mon-Thurs</u> \$1,500 per Hour Karting, Axe Throwing, Football Bowling & Cornhole Min 3 Hours	\$1,500 00	\$4,500.00

FOOD

Qty		Price	Total
240	Pizza & Soda Buffet	\$8.99	\$2,157.60

Attraction/Arcade Add-ons

Qty		Price	Total
150	Unlimited Attraction Wristband for kids - 120 minutes <u>TIME: 6:00 PM - 8:00 PM</u> Zap Zone Laser Tag Bumper Cars VR Grave Digger High Level Ninja Course 26 Foot Tall Jump Slide Interactive Trampoline Jumping Interactive Climbing Jousting Basketball	\$19.99	\$2,998.50
	Hygienic Non-Slip Grip Sock Included		
10	\$20 Arcade Credit (80 Game Play Credits)	\$20.00	\$200.00

Billing Summary

Adults can purchase 1st floor attractions for discounted price of \$8 per person per attraction. Golf for discounted rate of \$10 per person.

May need dessert table by the buffet to bring their own desserts

Please make all checks out to Zone Entertainment and mail it to 4095 Carpenter Rd, Ypsilanti, MI 48197.

1 table for check-in and 1 table for raffle prizes 1 table for desserts

Seating on 2nd and 3rd floor. Buffet lines on 2nd and 3rd floor

If there are wristbands leftover can turn in and carryover for the August 1st event

		Total
Subtotal		\$9,856.10
Service Processing Fee		\$19.99
Gratuity	10.0%	\$985.61
Grand Total		\$10,861.70
Balance Due	<u>Pay Now</u>	\$10,861.70
Estimated Amount Due		\$10,861.70
Payment in Full	<u>Pay Now</u>	\$10,861.70



X

X

BBB Washtenaw County Sheriff's Office - Family Day

Tuesday, July 25,
2023

TERMS AND CONDITIONS

BIG – Best in Games Event Agreement

- 1 I hereby agree to BIG – Best in Games a non-refundable \$10,861.70 deposit of the Estimated Total (\$10,861.70) (including tax and gratuity) cost of the event in order to reserve the date and space, under the terms that I have agreed to under this contract. As a courtesy by BIG – Best in Games, the deposit may not be charged prior to the event, however BIG - Best in Games does not intend to forfeit their right to the non-refundable deposit. Additionally, If Client cancels their reservation within five (5) business days of the event, Client shall forfeit 100% of the Estimated Total (Including tax and gratuity) cost of the event, whether or not pre-charged on Client's credit card, and such sum shall become immediately due and payable to BIG - Best in Games. Client agrees to make payment in the form of Credit Card, Bank Check, Corporate Check, Certified Check or Cash. BIG - Best in Games will only accept checks up to one week prior to the event. If client chooses to make payment with a Credit Card, in the event the card is not present, card information cannot be manually entered (physical card must be swiped, inserted, or tapped)
2. Your finalized payment is due 10 days before your event date.
3. Client hires BIG - Best in Games to provide the food and beverages, services, and other arrangements of the function at the prices set forth in this agreement and are subject to the terms and conditions set forth herein. The Client agrees to pay said prices and other charges as described here.
4. Unless prices stated are specified as “inclusive”, 6% Michigan State Sales Tax and \$19 99 Event Service Processing Fee will be added to the final invoice rendered. The \$19 99 Event Service Processing Fee is retained by the restaurant and is BIG - Best in Game’s charge for the booking, coordinating, settling, and administering the event.
5. The Client will advise BIG - Best in Games “in writing” of any increase over the minimum guest guarantee set forth in this agreement at least 7 business days prior to the function date. This count will be the Final Guest Count. Client agrees to pay the balance for the above-mentioned Final Guest Count at least 7 business days prior to the event. Should the number of guests in attendance at the function exceed the final guest count, the Client will be charged for the overages at the close of the event. BIG - Best in Games will not be

required to serve more than three percent over the Final Guest Count. BIG - Best in Games is not required to provide food for guests that are not present.

Client Signature

Credit Card Authorization Form

After you have authorized your card, click "Pay Now" on the left to submit your deposit and secure your event.

Credit Card Type:	
Name on Credit Card:	
Credit Card Number:	Security Code:
Expiration Date:	
Credit Card Billing Address.	
I understand that by signing this Credit Card Authorization form that this credit card will be charged in accordance with our terms.	
Cardholder's Signature.	
Print Name:	
Date.	

Event ID: 31418986



QR codes will not be enabled for guest payments until the venue approves final charges.



BBB Washtenaw County Sheriff Family Day 2 Tuesday, August 1, 2023

EVENT CONTRACT

ACCOUNT: Washtenaw County Sheriff
CONTACT: Haley Gordon
EMAIL: gordonh@washtenaw.org
PHONE: 7342605325
ADDRESS:

EVENT MANAGER: Dana Hermann
EMAIL: dana@bestingames.com
PHONE:

EVENT SUMMARY

Date	Time	Areas	Event Type	Guests
8/1/2023	11:00 am - 2:00 pm	Third Floor	Corporate Event	90

PACKAGE

Qty		Price	Total
3	<u>Third Floor Rental Mon-Thurs</u> \$1,500 per Hour Karting, Axe Throwing, Football Bowling & Cornhole Min 3 Hours - Food Package Required TIME: 11:00 AM - 2:00 PM	\$1,500 00	\$4,500 00

FOOD

Qty		Price	Total
100	Pizza & Soda Buffet @11:00 AM - 12:00 PM	\$8 99	\$899 00

Attraction/Arcade Add-ons

Qty		Price	Total
50	Unlimited Attraction Wristband for kids - 120 minutes TIME: 12:00 PM - 2:00 PM	\$19 99	\$999.50

Zap Zone Laser Tag | Bumper Cars | VR Grave Digger | High

Level Ninja Course | 26 Foot Tall Jump Slide | Interactive Trampoline Jumping | Interactive Climbing | Jousting | Basketball

Hygienic Non-Slip Grip Sock Included

10	\$20 Arcade Credit (80 Game Play Credits)	\$20 00	\$200 00
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Billing Summary

Adults can purchase 1st floor attractions for discounted price of \$8 per person per attraction Golf for discounted rate of \$10 per person

Please make all checks out to Zone Entertainment and mail it to 4095 Carpenter Rd, Ypsilanti, MI 48197

1 table for check-in and 1 table for raffle prizes 1 table for desserts

If there are wristbands leftover from July 25 can turn in that day and carryover for this event

If any more wristbands or arcade are needed they can be purchased the day of

RSVP for food count will be turned in on 7/21

Adjustments to the wristband quantity will be made after first event on 7/25 once we see RSVP's and wristbands that will carryover

	<i>Total</i>
Subtotal	\$6,598 50
Service Processing Fee	\$19 99
Gratuity	10 0% \$659 85
Grand Total	\$7,278 34
Estimated Amount Due	\$7,278 34
Deposit (will adjust remaining amount due after event on 7/25 when we see how many wristbands left over from that event and final food count)	Unpaid \$3,639 17



BBB Washtenaw County Sheriff Family Day 2

Tuesday, August 1,
2023

TERMS AND CONDITIONS

BIG – Best in Games Event Agreement

I hereby agree to BIG – Best in Games a non-refundable \$3,639.17 deposit of the Estimated Total (\$7,278.34) (including tax and gratuity) cost of the event in order to reserve the date and space, under the terms that I have agreed to under this contract

POLICIES & PROCEDURES

This Contract ("Contract") is entered into by and between Best In Games and the company listed above ("Client") (collectively, "the parties"), in connection with Client's event to be held at the date, time, and venue stated above. The Contract takes effect immediately upon signature by Client's signature.

The parties agree as follows.

PAYMENT

Deposit and Payment Terms

Best In Games will reserve a date and space for the event only after Client has signed the Contract and after Best In Games has received from Client a non-refundable deposit. The deposit must be in the amount of 50% of the contractual total amount and is due upon signing of the Contract. Client may pay the deposit by either check, ACH wire transfer, or credit card. If the initial contractual total amount for the event increases after Client pays the deposit, Best In Games may require Client to pay an additional deposit and/or service fee.

If Client pays the initial deposit by credit card, Best In Games will use that credit card for any charges associated with cancellation under this Contract. If Client does not pay the initial deposit by credit card, Client must provide a valid credit card, no later than 3 days after payment of the deposit, to be used for any charges associated with cancellation under this Contract.

The event bill will be on one check. Client must pay the balance of the bill 72 hours in advance of event actualizing using a single form of payment, which must be paid by check or with credit card. All event deposits and credits are non-transferable.

Gratuity

A fourteen percent (14%) service charge will be applied to the total amount of the bill. A six percent (6%) sales tax (or current State of Michigan tax rate) will be applied to all food and non-alcoholic charges.

Tax Exemption

Groups requesting a tax exemption must submit a 501 © (3) tax exempt certificate 7 days prior to event, or tax will be applied to the final bill and will not be refunded. (Further information will be supplied to our tax-exempt customers).

GUEST COUNT AND MENU

Guest Counter Guarantee

Client must provide to Best In Games Event Sales Team a final guest counter no fewer than seven (7) days before the date of the event. Client's final bill will be based on this guarantee or the actual number of guests served, whichever is greater. If the actual number is greater, Client must pay the meal and/or package price plus additional tax and tip for the actual number of guests/invitees in attendance. Because Best In Games prepares staffing, space, and food in advance of the event based on the guest count, Best In Games cannot guarantee service to any more than five persons over Client's final guest count.

Menu Selection and Prices

Client must confirm entrée choices to Best In Games Event Sales Team no fewer than seven (7) days before the date of the event. Menu guest counts cannot be changed up to 72 hours prior to event. All menu prices on the banquet event order are per person unless otherwise noted. All menu and attraction prices for the event are subject to change by Best In Games no fewer than thirty (30) days before the event date.

EVENT PARTICULARS

Food and Beverage Restrictions

Due to health regulations, Best In Games must provide all food and beverages consumed at the event, except as otherwise provided in this paragraph. Client may not remove event food from the venue at the conclusion of the event. Client may arrange for a celebration cake to be provided for the event by a licensed commercial bakery.

Entertainment

Client may arrange for outside entertainment, including music, only if Client has reserved the entire private room/floor/venue for the event. Client is responsible for ensuring that entertainment vendors comply with applicable noise ordinances and regulations. Best In Games may require outside entertainment vendors to sign an agreement regarding compliance with

noise ordinances and regulations, insurance liabilities, and other matters. Best In Games reserves the right to control the volume of the music in its sole discretion. Entertainment involving fire, pyrotechnics, weapons, and animals are not permitted at Best In Games.

PLAY AT YOUR OWN RISK

Best In Games activities are play at your own risk sports. The participation in said games are voluntary and subjects guests to the inherent risks of said activities including but not limited to possibility of physical and/or emotional injury, loss of or damage to personal property, and/or death. Should any of the listed be incurred during any activity, Best In Games is not held liable.

RESERVATIONS AND TIMEFRAMES

Event Space

All reservations for event space will begin and conclude at the time indicated on this Contract. At the conclusion of the reservation for an event space, Client's exclusive use of the event space terminates. Best In Games reserves the right to relocate any group within the venue based on conflict. Written and/or verbal notice will be given to the client if this occurs. Client may be required to pay an additional fee if the space is occupied by Client and/or any individual(s) in Client's party at the conclusion of the event.

Attractions

All charges and reservations will begin and conclude at the time indicated on the Contract, regardless of guest participation. At the conclusion of the reservation for an activity, Client's exclusive use of the activity space terminates. If the Client wishes to continue using the space, use of the space is based on availability.

Event Clean-Up

Client must assign a person from Client's group to be responsible for all cards, gifts, decorations, and any extra items provided by Client. On leaving the venue, Client must ensure all Client property has been removed from the venue. If the condition of the area after the event requires cleaning and/or repairs deemed appropriate and necessary by Best In Games Management Team, Best In Games reserves the right to charge Client additional fees.

ALCOHOL POLICY

Best In Games's alcohol policy is as follows. No alcoholic beverages will knowingly be sold to or consumed on Best In Games property by any person under the legal drinking age of 21. Valid identification cards will be requested for all persons purchasing an alcoholic beverage and must be provided by such persons. Best In Games considers valid identification cards to be driver's licenses, state-issued identification cards, and passports. Expired identification cards and/or other forms of identification will not be accepted or approved.

Best In Games reserves the right to wristband all guests. In accordance with state law, no

alcoholic beverages will be sold to or may be consumed by any person who, in the sole opinion of Best In Games staff, is or appears to be intoxicated Best In Games has the authority to terminate the Client's contract at any notice if individuals without valid identification are consuming or attempting to consume alcohol

Client will inform Best In Games Management Team and agree to pay for transportation fees if individual(s) in Contract are unable to commute to their next destination Client will be held accountable for individuals in party and understands that Client will be held legally and financially liable

CANCELLATION AND FORCE MAJEURE

If Best In Games receives Client's written notice of cancellation more than 60 days before the date of the event, Best In Games will hold the deposit in full as a credit to be applied to a future Client event which must be held within 180 days of the notice of cancellation

Best In Games will make reasonable efforts to reschedule the event by offering available time slots to Client Any future event scheduled under this paragraph must be the subject of a new event contract and must be scheduled in accordance with normal procedures

If no future Client event takes place within 180 days of notice of cancellation, Client will forfeit the deposit.

If Best In Games receives Client's written notice of cancellation 60 days or fewer before the date of the event, Client will forfeit the entire deposit.

If Client provides no notice of cancellation and/or written cancellation seven (7) days or less from the date of the event, Client will forfeit the entire deposit and Best In Games will charge the total remaining contracted amount (including the minimum spend, menu selections, tax, gratuity, service charge, and active entertainment charges) to the Client's credit card on file

If Client requires more than (2) rescheduled dates, Best In Games may charge an additional service fee deemed appropriate by Best In Games Management.

Force Majeure

Neither party is liable hereunder for any failure or delay in the performance of its obligations under this Contract, if performance is rendered impossible by labor disputes, civil commotion, war, fires, floods, tornadoes, governmental regulations or controls, government authority, strikes, or acts of God (but not including weather events not listed in this paragraph), in which case the non-performing party will be excused from its obligations for the period of the delay and for a reasonable time thereafter Each party must use reasonable efforts to notify the other party of the occurrence of such an event as soon as possible and the parties will use their best efforts to reschedule the event within a two (2) weeks' time frame

LIABILITY AND OTHER LEGAL MATTERS

Venue Modifications

Client may not make any modifications to the venue, such as holes, structural modifications, covering Best In Games signage, or removing Best In Games signage. Notwithstanding the foregoing, Client may temporarily move furniture and other movable items within the Best In Games property. Client assumes sole responsibility for replacement and for returning items in the same condition and placing them in the same position within 3 hours of the conclusion of the Client's event, unless otherwise agreed by the Client and Best In Games. Best In Games may require the Client to photograph furniture or other movable items before removal to ensure the Client can correctly replace the items. Client agrees that it will not make any future request that Best In Games deviate from the venue modification provisions set forth herein.

Theft and Damages

Client is responsible for any damage to or theft of furniture, fixtures, equipment, table accessories, or other property at the venue caused by Client or Client's guests. Best In Games assumes no responsibility for lost, damaged, or stolen property brought to the venue by Client, Client's guests, or outside vendors.

Indemnification

Each party (each, the "Indemnifying Party") agrees to indemnify, defend, and hold the other party (each, the "Indemnified Party"), along with the Indemnified Party's affiliates, officers, directors, employees, subsidiaries, parent, agents, and permitted assigns, harmless from and against any and all third-party claims, losses, liabilities, damages, expenses, and costs, including reasonable outside attorneys' fees and court costs, to the extent arising out of the Indemnifying Party's (a) negligence or willful misconduct, or (b) material breach of any of the terms of this Contract. The Indemnified Party must provide the Indemnifying Party, its insurance company, and its legal counsel in its defense of such claim(s), at the Indemnifying Party's expense. This indemnity will not cover any claims in which there is a failure to give the Indemnifying Party prompt notice, to the extent such lack of notice prejudices the defense of the claim. The Indemnifying Party may not settle any potential suit hereunder without the Indemnified Party's prior written approval, not to be unreasonably withheld, conditioned, or delayed.

Insurance

Best In Games will provide insurance in the types and amounts included only in Best In Games existing insurance policy. By Entering into this Contract, Client accepts the coverage provided by Best In Games in the amounts stated and agrees this coverage, if applicable, will be the sole source of any recovery for any and all claims made by Client in law or equity.

Controlling Law and Venue

This Contract, all related documents, and all matters arising out of or relating to this Contract will be governed by, construed, and enforced in accordance with the laws of Michigan, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require.

or permit the application of the laws of any jurisdiction other than the State of Michigan

Dispute Resolution

If a dispute arises under this Contract and the dispute cannot be resolved informally, the parties agree to first try to resolve the dispute with the help of a mutually agreed upon mediator in the metropolitan area of Metro Detroit, Michigan. The parties will share any costs and fees, other than attorney fees associated with the mediation, equally. If the dispute is not resolved through mediation, the parties agree to submit the dispute to binding arbitration by a single arbitrator in Michigan under the rules of the American Arbitration Association. The decision of the arbitrator will be final and binding on the parties and may be entered and enforced in any court of competent jurisdiction by either party. The prevailing party in the arbitration proceedings will be awarded reasonable attorney fees, expert witness costs and expenses, and all other costs and expenses incurred directly or indirectly in connection with the proceedings, unless the arbitrator for good cause determines otherwise.

Assignment

Each party agrees that its rights and obligations under this Contract may not be assigned or otherwise transferred to a third party without the prior written consent of the other party hereto. But either party may transfer or assign its right and obligations under this Contract to (a) an affiliate, subject to the prior notice to the other party and the assigning party remaining responsible for such affiliate's performance or (b) a successor to all or substantially all of its business or assets relating to this Contract whether by sale, merger, operation of law or otherwise, without the prior written consent of the other party, provided that such assignee or transferee has agreed to be bound by the terms and conditions of this Contract. Subject to the foregoing, this Contract is binding upon and inures to the benefit of the parties hereto, their successors, and assigns.

Representations, Warranties, and Covenants

Each party represents, warrants, and covenants to the other party that (a) it has the right, power, and authority to enter into this Contract and to perform its obligations hereunder, (b) this Contract is enforceable against each such party in accordance with its terms, and (c) the party is duly organized, validly existing, and in good standing under the laws of its jurisdiction of organization, if the party is a registered entity.

ENTIRE AGREEMENT, MODIFICATION, SEVERABILITY & COUNTERPARTS

This Contract constitutes the binding terms of the Contract between the parties and supersedes any prior written or oral agreements regarding the subject matter hereof. This Contract may not be modified, renewed, extended, discharged, or any covenant or provision hereof waived except by an agreement in writing signed by the parties. If any provision of this Contract is prohibited or invalid under applicable law, such provision will be ineffective only to the extent of such provision or invalidity and will not invalidate the remainder of such provision or the remaining provisions of this Contract, which will remain in full force and effect. This Contract may be executed in multiple

counterparts, including electronically, each of which will constitute an original and all of which together will constitute one and the same agreement

Client Signature

Credit Card Authorization Form

After you have authorized your card, click "Pay Now" on the left to submit your deposit and secure your event

Credit Card Type:	
Name on Credit Card.	
Credit Card Number	Security Code
Expiration Date	
Credit Card Billing Address	
I understand that by signing this Credit Card Authorization form that this credit card will be charged in accordance with our terms.	
Cardholder's Signature	
Print Name.	
Date:	

Event ID: 32597175



QR codes will not be enabled for guest payments until the venue approves final charges