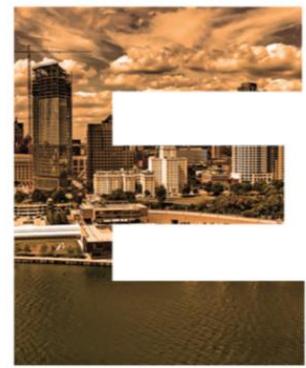


**2019 ACYOA General Assembly & Sports Weekend
COMMITTEE REPORT**



2019

**ACYOA GENERAL ASSEMBLY
& SPORTS WEEKEND+**

Submitted By: The 2019 General Assembly & Sports Weekend Committee of
St. Mesrob ACYOA in Racine, WI

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Introduction: St. Mesrob’s General Assembly and Sports Weekend Committee was small, but mighty. We were excited to bring young adults back to the Midwest for a weekend of fun, faith and fellowship. One of our main goals for the weekend was to include spiritual enrichment and service opportunities, in addition to the traditional daytime sporting events and evening dances.

Core Committee:

Co-Chair: Emily Janikian

Co-Chair: Alina Grigorian

Publicist: Zari Kunesh

Parish Priest & Advisor: Father Avedis Kalayjian

Acknowledgements/Volunteers: The committee would like to sincerely thank our primate Bishop Daniel Findikyan, our pastor Der Avedis and Yn. Karen Kalayjian, our former pastor Der Yeprem and Yn. Judy Kelegian, the ACYOA Central Council, Jennifer Morris, The St. Mesrob Parish Council and Women’s Guild, St. Mesrob ACYOA members, and the many community members, both near and far, who donated and/or participated in the weekend.

Overview/Preparation: During the 2018 Diocesan Assembly, members of ACYOA Central Council inquired with our pastor, Fr. Avedis, if the St. Mesrob ACYOA would be willing to host the 2019 ACYOA GA/SW. Fr. Avedis made arrangements and secured commitments from various members of the St. Mesrob ACYOA and the support of the Parish Council and presented a bid to the 2018 ACYOA General Assembly. Although our ACYOA members were not able to attend the meeting, Fr. Avedis presented the bid on our behalf and the Assembly made their selection. We had one year to plan the event and tried our best to form a committee. We were able to gather together a few ACYOA members who wanted to be involved. However one challenge we faced was that many of our members live out of town or were in college/work full time. This only allowed them to participate sparsely throughout the year of planning and put most of the work on the core committee. Nevertheless, we held meetings every few weeks, worked with Central Council, our Parish Council, and other community members to plan a successful, well organized and cost effective weekend.

Weekend Breakdown

Hotel: Accommodations were secured at the Crowne Plaza Milwaukee Airport Hotel. This hotel was selected for several reasons. We looked into all the large hotels in the heart of downtown Milwaukee, however most did not have enough guest rooms available at the time we started looking. Milwaukee is a smaller city and most of the large hotels are booked for weddings over

a year in advance. The second reason we chose the Crowne Plaza was because of it being a conference center with an ample amount of meeting spaces, perfect for General Assembly, registration, and spiritual enrichment seminars. The hotels downtown would not have accommodated this. Lastly, we selected this hotel for the room rate and the amenities they offered, such as a free buffet breakfast, a pool, gym and airport shuttle. We believed that the combination of free amenities and airport travel, as well as its suburban location would lower the overall cost of the weekend and help offset travel expenses for participants.

The Crowne Plaza Milwaukee Airport turned out to be the perfect hotel for us. Guests may have wanted to be more centralized so they could have walked to nightlife or restaurants, but that would have inflated the cost of the rooms and increased noise complaints. We were one of the main groups staying at the hotel that weekend which allowed us to take over most of the hotel. If guests were asked to be quiet, it was done so without trouble.

Lastly, the hotel provided all meeting space at no charge (including a last minute Diocesan Council Meeting). Additionally, they allowed us to bring in our own A/V equipment for GA or whatever else we had planned. This was a huge cost savings that other larger or more expensive markets would likely not have allowed.

Lessons Learned (HOTEL): One issue we ran into towards the end of online registration was with our block filling up and running out of double queens. We thought we made this clear to the hotel that our guests would mostly be needing this room type, but this was not understood. Future weekends should pay close attention to the room types in their block and also keep track of how the block is filling up so they can add more rooms if needed. We did, however, have a backup hotel right across the street that was contracted with the same room price.

Logo & Branding: The logo and overall branding for the weekend was created approximately a year before the weekend occurred. The committee agreed on moving forward with a proposed logo design. We wanted the logo to reflect a modern aesthetic, honor our Armenian heritage, and advertise our great city of Milwaukee. Because we decided on our logo and overall branding in advance, we were able to utilize it in various marketing and publicity formats, including: posters, flyers, social media, apparel, etc. Ultimately, we received positive feedback on the branding of our weekend.

Ad Book: We collected ad book donations and messages on a rolling basis; however, more donations were submitted at the last minute. Because donations were put off, we had to scramble to compile everything for the ad booklet. In addition, the design of the cover was created late in the process. What would have been beneficial, is if we had come up with a concrete layout and cover for the ad booklet earlier.

Sports: All sporting events were held at Milwaukee Sports Complex. The tournament consisted

of 7 Men's Basketball teams, 4 Women's Basketball teams, and 11 Co-Ed Volleyball teams. We also offered backgammon and tavloo tournaments and extra activities, such as ping pong and inflatable foot darts. We wanted to make sure all teams were able to play at least 2 games and therefore had double elimination and pool play style tournaments.

Lessons Learned (SPORTS): We originally planned to use a high school gym with more courts which would have allowed more basketball games to be played at one time. Unfortunately, our first choice could not commit to our contract terms until after February, and our second choice high school was no longer available and we had to use the sports complex which only had 2 basketball courts. This impacted the way the tournament could run. It didn't lead to too much conflict, but caused some overlap of parishes playing basketball and volleyball at the same time during some time slots. In the future committees should look for **facilities with more courts** so players can play on both basketball and volleyball teams without conflict. Additionally, the gym was a bit out dated and did not have the best courts or equipment. While it did not impact volleyball, it made basketball difficult with varying backboards/rims and players having trouble seeing the out of bounds lines.

One of the players was injured on a metal bench that had been placed at the end of the court by facility staff. In looking at photos of the scene of the injury – the bench had no place or practical use in that specific location. **Future committees should look for hazards in whatever facility they are in regardless if they are the ones who configured the space or not.**

We did have an emergency equipment bag and did have a nurse and doctor on site, however, we could have been more prepared for the injury that occurred. The facility we used did not have any staff that we were able to locate and did not seem to have an emergency kit. Future weekends should have a kit like we did with medical equipment and supplies, but perhaps one that is a bit more substantial. Ice packs were in high demand and we only had a few. We did buy and give away free water and gatorade which was greatly appreciated by the athletes. Pizza and snacks were sold.

Lastly, making brackets and securing referees is difficult when you do not know which parishes are going to bring sports teams. Weekends of the past have allowed a deadline as late as mid May. Without thinking about this early on, we put this on our registration form and wish we would have **moved the sports registration date up.** That way we could have had planned the sports tournament earlier than two weeks before the weekend.

Transportation: We did not have any major issues with transportation. The buses showed up on time, everyone arrived on time for sports, church and the events. In a perfect world we would have had many more buses and no one would have ever been waiting, but that's not practical or affordable. Nonstop / all day shuttles are expensive and surprisingly can vary greatly between companies. The company we went with was almost 40% cheaper than its competitor, which was a huge money saver for us, especially when you're talking about saving

1-2 thousand dollars. One suggestion we can offer is to book early and give them your route / schedule as soon as you can. We started the bus search well ahead of time, however, for various reasons it was left to the last minute to sign the contract. In the end it worked out, but it was not an ideal situation and added to the stress of final preparations

Events: Friday, May 24:

While some guests arrived on Thursday, Friday is when the majority of guests arrived to the hotel. Friday consisted of check-in, General Assembly and our evening welcome mixer.

Check-in: We were well prepared for guest arrival and had a smooth registration process. We had volunteers from our ACYOA and parish community assist with checking guests in, selling shirts, and directing guests in the hotel lobby. Guests were registered by checking their photo ID against their online registration form to confirm payment and clergy approval. They also received welcome bag, YAPP download information and full weekend schedule of events.

General Assembly: General Assembly commenced on Friday morning, May 24th, 2019 at the Crowne Plaza Milwaukee Airport Hotel, and lasted until the afternoon. There were in attendance: 43 delegates, 33 observers, and 10 clergy. The assembly was chaired by Rafael Grigoryan of the Armenian Church of Jacksonville, FL, and vice-chaired by Harry Kezelian of St. John Church of Southfield, MI. Throughout the assembly, our Primate Bishop Daniel Findikyan spoke about his recent trip to Armenia and the great work that FAR does. Delegates broke up into small groups for a “Diving Deep” discussion and later into another small group for reflections to discuss changes and suggestions for the ACYOA - this was very insightful. The Primate’s Luncheon took place here as well, where the delegates, attendees, and volunteers were able to partake in a delicious meal, and witness ACYOA Central Council hand out various awards. Members of the Central Council presented the annual ACYOA awards during the Primate’s luncheon on Friday afternoon. The “Chapter ‘A’ Award” was presented to the St. Sarkis Church of Dallas, TX. The “Rev. Fr. Haroutiun and Yn. Patricia Dagley Award” was presented to Paul and Susan Mardoian of Sts. Joachim and Anne Church of Palos Heights, IL for their dedication and continued service to the youth of the Armenian Church. The “Very Rev. Fr. Haigazoun Melkonian Award” was presented to the Rev. Fr. Tadeos Barseghyan of St. Sahag Church of St. Paul, MN, for his passionate leadership and dedicated service on behalf of the youth of the Armenian Church. The “Sam Nersesian Award”—given to an individual who displays Christian values of love, patience, humility, and understanding—was presented to Andrew Yenicag of the Holy Martyrs Church of Bayside, NY. The “Gregory Arpajian Leadership Award” was presented to Arthur Sabounjian of the Holy Translators Church of Framingham, MA, for his leadership in the Armenian Church. ACYOA Central Council had two members, Mallory Maslar and Ronnie Malconian, ending their term on the council, leaving two spots open. There were also two more spots open, and both Sona Dagley and Melissa Mardoian were re-elected for a second term, as they had only served two years each. Rafael Grigoryan of the Armenian Church of Jacksonville, FL, and Alina Grigorian of St. Mesrob Church of Racine, WI, were both newly elected to the Central Council in May 2019.

Welcome Mixer: Our “Made in Milwaukee” welcome mixer was a huge success compared to previous Friday events. Guests gathered in a brand new restaurant, Glass and Griddle, in the heart of downtown Milwaukee. They enjoyed local beers, cheeses, brewery tours and had the place to themselves for most of the night. Friday events have not had great turnouts in the past, but we had an amazing showing. Participants stayed until closing and seemed to enjoy socializing and playing games with one and other.

Saturday, May 25:

There was something for everyone on Saturday. Sports began bright and early at 9am with the last game at 5pm. During the day there was also spiritual enrichment lectures presented by guest speakers and volunteer opportunities. In the evening we had our first Armenian dance and social event at the Downtown Milwaukee Harley Davidson Museum.

Spiritual Enrichment: We planned a variety of spiritual and cultural enrichment programs that we entitled: Mind, Body, and Soul. This included a discussion on Armenian Spirituality, led by Dn. Eric Vozzy; a presentation on the Armenian Church and the Environment, led by Dn. Chris Sheklian; and a presentation on Living as a Re-pat in Armenia, by ACYOA Alum Sarah Derderian. The schedule of the programs was on the website, on the weekend itinerary, and texted to each individual participant. However, a logistical/tactical error interfered with broader participation in these programs. Namely, they were slated for 60 minutes each. This discouraged athletes from participating. Future programs should be 20 minutes in length and run multiple times per day to maximize participation. These programs were paid for in part by the Diocese and other sponsoring organizations, and also using local funds (ie Fr. Vertanes Kalayjian Education Fund) for youth and education established at St. Mesrob. As a result of these programs being funded with outside sources, the net cost to the GASW Committee was negligible. Approx 15% of the weekends registered participants attended at least one of the programs. A display of Armenian Antiquities prepared by Dr. Charles Hajinian and Dr. Leon Saryan was available for viewing at the Gym on Sunday afternoon.

ACYOA Acts of Kindness: One of the goals of the weekend was to ensure participants had the opportunity to participate in a service based project during the weekend. A huge mission of St. Mesrob’s ACYOA has always been community service. We have volunteered frequently at The Salvation Army and have visited many elderly members of our parish over the years. This is why we chose, making sandwiches for the homeless and making cards for the elderly, for our two acts of service for this sports weekend. Fr. Yeprem Kelegian, our former pastor, graciously lead these activities during the weekend and we had a decent turnout, despite the difficulty we had getting the word out and finding the best time to have them take place. We did have a community member in the hotel lobby directing ACYOAers to the service activity room. We strongly recommend incorporating service based activities in future weekends, no matter how small. We would have loved to do larger activities, but logistically we ran out of hours in the day. One idea would be to organize a Monday morning service project as a farewell for the weekend, that way it will not compete with sports.

Night at the Harley Museum: This was the first of two Armenian dances for the weekend. We had a local Armenian band - MidEast Beat, a local DJ -Exceptional Entertainment, a Chicago based Armenian youth dance group - ADCC, heavy appetizers, hookah out on the patio, and a bike on display. Guests danced all night long and enjoyed the outdoor space as well. This was our most expensive venue and we think it left a positive impact on guests. We didn't have any issues or concerns with the venue. One thing that made this event stressful, was finding enough time in the day to participate in sports, help with concerns at the hotel, but also head to the venue to decorate and be there for the arrival of the vendors. That was the major downside of the size of our committee, everything fell on about three people and we had to be multiple places at once.

Sunday, May 26:

Sunday began with Holy Badarak celebrated by Bishop Daniel Findikyan at St. Mesrob Armenian Church in Racine, WI. The Parish hosted a brunch for all the GASW attendees who participated in morning worship. Athletes, participants and community members then headed to the sports complex for the sports championships. During the championships Armenian antiquities were on display for fans and players to learn about Armenian history and culture. The evening event took place shortly after sports and kicked off with an Alumni Cocktail hour, followed by dinner, sports awards, and an Armenian dance.

Community Dinner/Dance: Our committee was pleased by the number of attendees from Wisconsin and Illinois who came to support the Sunday Banquet. We could not have planned for a better result and it was all thanks to the support of the participants, community members, band members, and the hotel staff, for participating, having fun and being respectful. Each and **every table was full, every meal was eaten**, the dance floor was full all evening and everyone seemed to be having a good time. We had no complaints from the hotel, no noise violations that were reported back to us, no contract issues, and the committee was able to sit back and relax and enjoy the night!

Suggestions:

- 1) Start with a larger block of rooms, with a majority of the rooms being double queens.
- 2) Advertise early for the weekend and for ad booklet donations. We had a year to plan and got a late start on asking for donations. As soon as you get the bid, you should be starting your ad book, this is a huge source of income.
- 3) Create strong band contracts to minimize confusion. It's easy to keep them "no frills" when they are community members, but this can lead to confusion when it comes to payment. That being said, we did not have any specific problems.
- 4) Ensure YAPP administrators have the feature turned on where users get push notifications. Also, think about finding a less expensive alternative to YAPP or purchasing the package that costs about \$400 and asking customer service to extend the year contract for a few days so that the next sports weekend can also use that

- account (therefore splitting the cost between two committees).
- 5) Strongly consider having the **T-shirts be free** for the participants. We missed this suggestion on the last report and have several shirts that did not sell. The previous year had them included in the package and we believe that is why participants did not purchase them this year.
 - 6) Find a sports facility with several courts to allow more games to be played at one time. This will minimize conflicts between basketball and volleyball games.
 - 7) Prepare a well stocked first aid kit. We did have medical staff on site and had a first aid kit, but it could have been better stocked. Also, make sure the coordinators know where the nearest ER/UC is located.
 - 8) Ensure all sports players sign in prior to starting a sports game, i.e. check players that show up for a game against their turned in registration form. It's ok to add people at the start of the day, but not ok to pull people from other churches as the tournament progresses.
 - 9) Consider moving up the sports registration due date to allow more time for the committee to hire refs, organize brackets, and plan the tournament. Mid-May only allows 2-3 weeks and it's difficult to plan a tournament when you do not know the exact amount of teams to expect.
 - 10) To encourage attendance of the Spiritual Enrichment programs of the weekend, have them blocked as 20 min sessions so that participants do not think they need to commit a full hour of their time, especially if they are on a sports team.
 - 11) We expected low numbers for the Sunday night dinner and sports awards (most would skip and come to dance) based on previous weekend reports. However, because we held the dinner and awards at the hotel and the participants paid for the meal, this greatly increased our attendance to close to 100%. All tables were full and virtually all meals were accounted for. This is something to consider for future weekends. We really didn't have any major issues with guests going to and from their rooms, it didn't cause any problems.
 - 12) This will be a suggestion for weekends to come, maybe not next year, but years down the road. With online registration being a full service registration process, registration at the hotel seems very redundant. Guests already provided all of their information online and also have to present their ID at the door at every event. We ran into several emails and concerns about people missing registration due to late flights and had to find times to meet with guests during a very busy weekend. Perhaps the welcome bags could simply be given when they check-in at the hotel front desk and the committee could sit at a table in the lobby for a period of time greeting guests and answering questions. We put all of the "welcome packet" information in the welcome bag and were really just checking them in since we had already verified payment for all participants. This is just something to consider going forward.
 - 13) The newly instituted "no liquor" policy seemed to have no negative impact on the participants enjoyment of the weekend.

Highlights & Achievements:

- 1) The weekend truly went off with any major issues. No noise violations were brought to our attention and all accounts were closed shortly after the weekend with all venues and vendors.
- 2) We had an amazing turn out as a whole when compared to numbers from other weekends in this region. We budgeted for 150 participants and far exceeded that at 211 - not to mention the community member who attended throughout the weekend and on Sunday specifically, drawing over 300.
- 3) While we had a very small committee we were able to organize evening events, sports tournaments, transportation, and general assembly - all while adding extra weekend activities like the spiritual enrichment and volunteer opportunities. All of this would not have been possible without the help of our parish and community volunteers.
- 4) Communication for us was key. We gave each volunteer a clipboard with contact information, we had constant communication with participants via email, we utilized YAPP, Facebook and Instagram, and lastly, their welcome bags were jam packed with not only amazing goodies, but also schedules of events, sports schedules, shuttle schedules and even more contact information.
- 5) The sports tournament ran on time and was conducted fairly. We had one injury, but we handled it well and had assistance from Jennifer Morris. The Sports Awards were held during dinner on Sunday and were very well attended.
- 6) We started this planning process hoping to plan a fun weekend and not cost our parish money, but we had no idea we would have as great of a turn out or as much support as we did. We were able to turn a profit that we can put towards our chapter and parish.

Conclusion: We believe that, while we had a small committee and somewhat limited resources given the size of our parish community, we were able to host a successful and memorable General Assembly and Sports Weekend. We set a goal of selling 150 weekend packages and exceeded that goal. We were greatly profitable and will be able to turnover a significant amount of money to both the ACYOA and our parish. This means that regardless of the size of the parish or the ACYOA, hosting a General Assembly and Sports Weekend can be done with support from your pastor, parish council and community both local and national.

Respectfully Submitted by: Emily Janikian, Alina Grigorian, Zari Kunesh

The 2019 General Assembly and Sports Weekend Core Committee

Advised by: Der Avedis Kalayjian

Registration Breakdown:

Package Option	Number of Participants
Weekend Passes	167
Saturday and Sunday	27
Saturday Only	7
Friday and Saturday	5
Sunday Only	3
Friday Only	2
	Total: 211 Participants

Weekend Pricing Breakdown:

Weekend Activity / Item	Cost
Hotel, including buffet breakfast and airport shuttle.	\$109/night
Weekend Package	Early Bird: \$150, then \$165
Sunday Dinner/Dance for Community Members	\$60, dance only was \$40 (last minute decision when dinner sold out)
Sports Lunch	Pizza \$2, Chips \$1, water and gatorade provided by committee.
T-shirt	\$20

2019 ACYOA GA & SW
Preliminary Financial Summary
(unaudited and unofficial)

	Expenses	Income
Registration (net)		29,337.55
A/V - General Assembly	-99.95	
Ad Book	-1,300.82	19,106.25
Banquet	-12,716.93	7,233.84
Banquet Band	-3,415.20	
Brunch	-361.00	750.00
Transportation	-3,348.00	
Deposit Correction	-100.00	
Donations Various		435.00
Gym Rental	-1,690.00	
Gym Concessions	-464.02	494.00
Refs	-2,000.00	2,000.00
Sports Other	-377.14	
Saturday Night	-11,030.41	
Internet & Tech	-741.36	
MBS	-622.22	496.00
Mixer	-1,702.62	
Postage	-453.40	
Seed Money	-5,000.00	5,000.00
Tshirts	-2,123.42	963.24
Team Fee		1,700.00
Welcome and Décor	-1,662.58	250.00
Subtotal	-49,209.07	67,765.88
Grand Total	(Profit)	18,556.81

Weekend Contracts: Transportation, Entertainment, Hotel, and Venues

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Normal Business Hours
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Printed on MAY 20, 2019 at 06:19:52 CST

Notice of Trip Confirmation

ST MESROB ARMENIAN CHURCH ACYOA
4605 ERIE ST
RACINE , WI 53402
US

ATTN: EMILY JANIKIAN

Customer #	Order Date	Trip Date	Trip Number
1702651	05/17/2019	05/24/2019	80384072
Event			
CK V SP430709 T052419 SLWAWK SHTTLE			
Comments			

Phone Number	Fax Number	PO/Contract	Amount Paid	Payment Method	Payment Due Date
262-498-1092			\$621.00	Check	05/19/2019

Bus#	Charter Date	Vehicle Type	Pick-up	Destination
1	05/24/2019	Large Conventional	CROWNE PLAZA HOTEL 6401 S 13TH ST, MILWAUKEE, WI, 53221, US Service Start Time: 05/24/2019 7 :30 PM	GLASS & GRIDDLE 1130 N 9TH ST, MILWAUKEE, WI, , US Service End Time: 05/25/2019 12:30 AM

Thank you for booking with First Student. Please review your confirmation for accuracy.

This notice of Trip Confirmation in conjunction with the attached Terms and Conditions govern your trip.

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DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT. KEEP UPPER PORTION FOR YOUR RECORDS.

Please make check or money
order payable to First Student
Inc and return your payment to
the address provided.

LOCATION NUMBER:	20714
CUSTOMER NUMBER:	1702651
TRIP NUMBER:	80384072
INVOICE TOTAL:	\$621.00

22157 Network Place
CHICAGO, IL 60673-1221

00000207140001702651008038407200000621005

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Notice of Trip Confirmation

Customer #	Order Date	Trip Date	Trip Number		
1702651	05/17/2019	05/25/2019	80384075		
Event					
CK V SP430717 T052519 SLMUSK SHTTLE					
Comments					
ST MESROB ARMENIAN CHURCH ACYOA 4605 ERIE ST RACINE , WI 53402 US ATTN: EMILY JANIKIAN					
Phone Number	Fax Number	PO/Contract	Amount Paid	Payment Method	Payment Due Date
262-498-1092			\$1,215.00	Check	05/20/2019
Bus#	Charter Date	Vehicle Type	Pick-up	Destination	
1	05/25/2019	Large Conventional	CROWNE PLAZA HOTEL 6401 S 13TH ST, MILWAUKEE, WI, 53221, US Service Start Time: 05/25/2019 08:00 AM	MILWAUKEE SPORTS COMPLEX 6000 W RYAN RD, FRANKLIN, WI, , US Service End Time: 05/25/2019 6 :30 PM	

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22157 Network Place
CHICAGO, IL 60673-1221

LOCATION NUMBER:	20714
CUSTOMER NUMBER:	1702651
TRIP NUMBER:	80384075
INVOICE TOTAL:	\$1,215.00

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Phone Number 866-514-8747

Printed on MAY 20, 2019 at 06:23:34 CST

Notice of Trip Confirmation

Customer #	Order Date	Trip Date	Trip Number			
1702651	05/17/2019	05/26/2019	80384082			
Event						
CK V SP430726 T052619 SLWAUK SHUTTLE						
Comments						
Phone Number		Fax Number	PO/Contract	Amount Paid	Payment Method	Payment Due Date
262-498-1092				\$567.00	Check	05/21/2019
Bus#	Charter Date	Vehicle Type	Pick-up	Destination		
1	05/26/2019	Large Conventional	CROWNE PLAZA HOTEL 6401 S 13TH ST, MILWAUKEE, WI, 53221, US Service Start Time: 05/26/2019 1 :00 PM	MILWAUKEE SPORTS COMPLEX 6000 W RYAN RD, FRANKLIN, WI, , US Service End Time: 05/26/2019 5 :30 PM		

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22157 Network Place
CHICAGO, IL 60673-1221

LOCATION NUMBER:	20714
CUSTOMER NUMBER:	1702651
TRIP NUMBER:	80384082
INVOICE TOTAL:	\$567.00

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Normal Business Hours
Phone Number 866-514-8747

Printed on MAY 20, 2019 at 06:25:32 CST

Notice of Trip Confirmation

Customer #	Order Date	Trip Date	Trip Number		
1702651	05/17/2019	05/25/2019	80384079		
Event					
CK V SP430720 T052519 SLMUSK PM SHTTLE					
Comments					
ST MESROB ARMENIAN CHURCH ACYOA 4605 ERIE ST RACINE , WI 53402 US ATTN: EMILY JANIKIAN					
Phone Number	Fax Number	PO/Contract	Amount Paid	Payment Method	Payment Due Date
262-498-1092			\$675.00	Check	05/20/2019
Bus#	Charter Date	Vehicle Type	Pick-up	Destination	
1	05/25/2019	Large Conventional	CROWNE PLAZA HOTEL 6401 S 13TH ST, MILWAUKEE, WI, 53221, US Service Start Time: 05/25/2019 7 :00 PM	HARLEY DAVIDSON MUSEUM 400 W CANAL ST, MILWAUKEE, WI, , US Service End Time: 05/26/2019 12:30 AM	

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Inc and return your payment to
the address provided.

22157 Network Place
CHICAGO, IL 60673-1221

LOCATION NUMBER:	20714
CUSTOMER NUMBER:	1702651
TRIP NUMBER:	80384079
INVOICE TOTAL:	\$675.00

00000207140001702651008038407900000675000

Thank you for Choosing First!

First Student
Charter Bus Rental

First Student Charter Center

Normal Business Hours
Phone Number 866-514-8747

Printed on MAY 20, 2019 at 06:23:34 CST

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ST MESROB ARMENIAN CHURCH ACYOA 4605 ERIE ST RACINE , WI 53402 US ATTN: EMILY JANIKIAN		Customer #	Order Date	Trip Date	Trip Number
		1702651	05/17/2019	05/26/2019	80384082
		Event			
		CK V SP430726 T052619 SLWAUK SHUTTLE			
		Comments			
Phone Number	Fax Number	PO/Contract	Amount Paid	Payment Method	Payment Due Date
262-498-1092			\$567.00	Check	05/21/2019
Bus#	Charter Date	Vehicle Type	Pick-up	Destination	
2	05/26/2019	Large Conventional	CROWNE PLAZA HOTEL 6401 S 13TH ST, MILWAUKEE, WI, 53221, US Service Start Time: 05/26/2019 1 :15 PM	MILWAUKEE SPORTS COMPLEX 6000 W RYAN RD, FRANKLIN, WI, , US Service End Time: 05/26/2019 5 :45 PM	

Charter Service Terms and Conditions First Student

USE OF OR PAYMENT FOR THE SERVICES SHALL BE DEEMED ACCEPTANCE OF THIS CONTRACT

These Terms and Conditions along with the Notice of Trip Confirmation (collectively, the "Contract") govern First Student's provision of the transportation services described in the attached Notice of Trip Confirmation (the "Services"). This Contract shall remain in effect for a period of one (1) year after the date it is signed by the Customer.

1. Payment:

First Student requires payment at the time of booking. First Student accepts only the following forms of payment: MasterCard, Visa, American Express, Cashier's Check, Money Order or Personal Check made payable to "First Student." Checks returned from a bank (insufficient funds, stop payment, etc) will result in a \$30 fee.

If payment is made by credit card, the transaction will be done by a third-party PCI compliant vendor. Customer has the option of having its credit card information kept on file.

2. Notice of Cancellation: Customer shall give First Student notice of cancellation not less than forty-eight (48) hours prior to the scheduled departure time to receive a full refund. FAILURE TO GIVE SUCH NOTICE SHALL RESULT IN CHARGE OF A ONE HUNDRED DOLLAR (\$100.00) CANCELLATION FEE FOR EACH BUS RESERVED. CANCELLATIONS OCCURRING AFTER ARRIVAL OF THE BUS COULD RESULT IN INCREASED CANCELLATION FEES

3. Taxes; Additional Charges: Prices do not include taxes, parking fees, tolls or additional charges for (i) changes in the scope of Services that result in additional mileage or driver hours; (ii) damage to equipment caused by passengers; or (iii)

extra cleaning of the equipment due to the nature of Services or the conduct of the passengers (collectively, the "Additional Charges"). CUSTOMER AUTHORIZES FIRST STUDENT TO BILL ANY OF THESE ABOVE REFERENCED ADDITIONAL CHARGES TO THE CREDIT CARD ON FILE AND CUSTOMER AGREES TO PAY ALL SUCH CHARGES IN ACCORDANCE WITH THE CARDMEMBER AGREEMENT.

4. First Student's Responsibilities:

- a. To use appropriately trained personnel to perform the Services safely and in a professional manner subject to the terms and conditions of this Contract.
- b. To issue a full refund to the Customer when the Services are cancelled by First Student.
- c. To notify the Customer of any taxes, tolls or Additional Charges that have been incurred and assessed to Customer in connection with the Services.

5. Customer's Responsibilities:

- a. To comply with all rules and regulations and instructions of First Student relating to the Service.
- b. To pay all taxes, parking fees, tolls and Additional Charges incurred or assessed in connection with the Services.
- c. To pay for a single, non-smoking hotel room with private bath for each driver during multi-day charters.
- d. To give notice of cancellation to First Student not less than 48 hours prior to the departure time. Refund checks will be processed no earlier than ten (10) business days following receipt of customer's notice of cancellation.
- e. To sign a trip sheet upon the request of the driver when the Services have satisfactorily been performed.
- f. To indemnify, defend and hold harmless First Student from and against all claims, damages and expenses (including reasonable attorney's fees) arising out of the negligence or willful misconduct of the

Customer or any passengers and relating to or during the performance of the Services provided by First Student pursuant to this Contract.

6. DISCLAIMER:

THE SERVICES PROVIDED BY FIRST STUDENT ARE PROVIDED ON AN "AS IS", "WHERE IS" BASIS. FIRST STUDENT MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

7. LIMITATION OF LIABILITY:

IN NO EVENT SHALL FIRST STUDENT BE LIABLE UNDER ANY LEGAL THEORY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES OF ANY KIND EVEN IF FIRST STUDENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR FIRST STUDENT COULD HAVE REASONABLY FORESEEN SUCH DAMAGES. FIRST STUDENT'S AGGREGATE LIABILITY SHALL NOT EXCEED THE AMOUNT OF FEES RECEIVED FROM THE CUSTOMER UNDER THIS CONTRACT.

8. Force Majeure: First Student shall not be liable to Customer for any delays or non-performance resulting from mechanical failure, road, traffic or weather conditions, labor difficulties, or any other causes or circumstances beyond First Student's control. All arrival and departure times are approximate and cannot be guaranteed.

9. Passenger Conduct: First Student may refuse to transport you or any of your passengers, or may remove you or any of your passengers from the bus at any point, for one or several reasons, including without limitation:

- . A passenger's conduct is disorderly, abusive or violent;
- . A passenger appears to be intoxicated or under the influence of alcohol or drugs,
- . A passenger attempts to interfere with the driver or the operation of the bus;
- . A passenger refuses to obey instructions from the driver;
- . A passenger engages in any action, voluntary or involuntary, that might jeopardize the safety of the bus or any of its occupants.

10. Prohibited Items: The following items and activities are prohibited at all times on First Student vehicles unless you have received prior written permission from the Company: (a) smoking; (b) decorations; (c) glass containers or kegs; (d) alcohol, drugs or other intoxicating substances; (e) flammable materials; butane operated grills or other combustibles; (f) guns, knives or any other weapons; and (g) animals.

11. Governing Law: The laws of the State of Delaware govern all matters, claims or causes of action (whether in contract or tort) arising out of this Contract, the transactions contemplated under this Contract, the actions or omissions of the parties arising from or related to this Contract, the rights and obligations of the parties under this Contract or the negotiation, execution or performance of this Contract without consideration of Delaware's conflicts of laws principles.

12. Dispute Resolution: The parties shall negotiate in good faith in an attempt to resolve any dispute that may arise under this Contract. Disputes that cannot be resolved by negotiation may be submitted to mediation using a mutually agreed upon mediator. If mediation is not successful, the parties may pursue their remedies as they choose.

13. Attorneys Fees: The undersigned agrees that First Student shall be entitled to all attorney fees and other costs associated

with recouping any amounts owed under this Contract.

14. Open Alcohol Containers: First Student will operate all charter trips in accordance with and limited by all governing state laws and regulations pertaining to open alcohol containers in vehicles. No minors will be permitted on a bus or in any other First Student vehicle where open container alcohol is present, unless accompanied by parent or legal guardian, and consumption of alcohol by a minor is specifically prohibited. Open container alcohol will not be permitted on any charter trip sponsored by a student organization, including but not limited to fraternities, sororities, sports clubs, dormitory organizations, etc. If governing state law permits open alcohol containers on buses or in any other First Student vehicles and Customer requests a charter with open alcohol containers and First Student grants permission for open alcohol containers on its buses or other First Student vehicles in accordance with paragraph 10 of this Contract, then all of the following shall apply:

- . Only adults of legal drinking age may consume alcohol on the bus;
- . Customer will be charged a non-refundable clean up fee, in addition to a refundable damage deposit. The damage deposit refund amount will be determined by the condition of the vehicle upon return. Dollar amount and details of the refundable damage deposit may vary by location; and will be communicated upon acceptance of agreement
- . No kegs or glass containers are permitted under any circumstances.

As stated in paragraph 10 above, First Student reserves the right to refuse to permit open container alcohol on any bus or in any other First Student vehicle at any time if there is any doubt as to whether a group or individual is of drinking age or if the group or any of its members violate any of the provisions of this Contract.

15. Miscellaneous: THIS CONTRACT CONSTITUTES THE FINAL AGREEMENT BETWEEN THE PARTIES. IT IS THE COMPLETE AND EXCLUSIVE EXPRESSION OF THE PARTIES' AGREEMENT ON THE MATTERS CONTAINED IN THIS CONTRACT. ALL PRIOR AND CONTEMPORANEOUS NEGOTIATIONS AND AGREEMENTS BETWEEN THE PARTIES ON THE MATTERS CONTAINED IN THIS CONTRACT ARE EXPRESSLY MERGED INTO AND SUPERSEDED BY THIS CONTRACT. THE PROVISIONS OF THIS CONTRACT MAY NOT BE EXPLAINED, SUPPLEMENTED OR QUALIFIED THROUGH EVIDENCE OF TRADE USAGE, COURSE OF PERFORMANCE OR A PRIOR COURSE OF DEALINGS. IN ENTERING INTO THIS CONTRACT, NEITHER PARTY HAS RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY NOR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THIS CONTRACT. THERE ARE NO CONDITIONS PRECEDENT TO THE EFFECTIVENESS OF THIS CONTRACT, OTHER THAN THOSE EXPRESSLY STATED IN THIS CONTRACT. In the event of a conflict between the terms of the Contract and any other document or agreement between Customer and First Student, the terms and conditions of this Contract shall control. If any portion of this Contract is found to be void or unenforceable, the remaining portions of this Contract shall remain in full force and effect.

16. Waivers: The parties may waive any provision in this Contract only by a writing executed by the party or parties against whom the waiver is sought to be enforced. No failure or delay (i) in exercising any right or remedy, or (ii) in requiring the satisfaction of any condition, under this Contract, and no act, omission or course of dealing between the parties, operates as a waiver or estoppel of any right, remedy or

condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other Person.

17. Amendments: The parties may not amend this Contract, except by written agreement that each party executes and that is identified itself as an amendment to this Contract.

18. No Jury Trials: THE PARTIES HEREBY WAIVE ANY RIGHT TO A JURY TRIAL ON ANY AND ALL PROCEEDINGS RELATED TO OR ARISING FROM THIS CONTRACT, THE SERVICES THAT FIRST STUDENT PERFORMS PURSUANT TO THIS CONTRACT, THE PERFORMANCE OR NON-PERFORMANCE OF EITHER PARTY'S OBLIGATIONS UNDER THIS CONTRACT OR ANY OTHER MATTER ARISING FROM OR RELATED TO THIS CONTRACT.

CUSTOMER:

Date:

2163182

Weekend Shuttle Schedule

We have the buses doing continuous shuttling. They will slow once most people are at the venue. They are scheduled on a 30 minute loop and will then park one at hotel and one at venue and prepare for return trips back to hotel near end of event.

Friday Night

Shuttle 1: 7:30pm to venue
Shuttle 2: 7:45pm to venue
Shuttle 1: 8:15pm to venue
Shuttle 2: 8:45pm to venue
Shuttle 1: 9:15pm to venue
Shuttle 2: 9:45pm to venue

Shuttle 1: 10:45pm to hotel
Shuttle 2: 11:00pm to hotel
Shuttle 1: 11:30pm to hotel
Shuttle 2: 11:45pm to hotel
Shuttle 1 & 2: 12:15am to hotel

LAST SHUTTLE 12:15AM back to hotel

Saturday Sports

Shuttle 1: 8:00am
Shuttle 2: 8:15am
Shuttle 3: 8:45am
Shuttle 4: 9:15am
Shuttle 5: 9:45am
Shuttle 6: 10:15am
.... Every 30 mins all day. **LAST SHUTTLE 6:30PM** back to hotel

Saturday Night

Shuttle 1: 7:00pm to venue
Shuttle 2: 7:15pm to venue
Shuttle 1: 7:45pm to venue
Shuttle 2: 8:15pm to venue
Shuttle 1: 8:45pm to venue
Shuttle 2: 9:15pm to venue
Shuttle 1: 9:45pm to venue

Shuttle 1: 10:45pm to hotel
Shuttle 2: 11:00pm to hotel
Shuttle 1: 11:30pm to hotel
Shuttle 2: 11:45pm to hotel
Shuttle 1: 12:15am to hotel
Shuttle 2: 12:30am to hotel

LAST SHUTTLE 12:30AM back to hotel



CONTRACT FOR DJ SERVICES

This Contract for Services (the "Contract") is made effective as of May 6, 2019 (the "Effective Date"), by and between St. Mesrob Armenian Church - ACYOA ("the client") of 4605 Erie St, Racine, WI 53402, and Exceptional Entertainment ("Exceptional Ent.") of 503 Harrison St #2, North Fond du Lac, Wisconsin 54937 (collectively the "Parties").

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the client hires Exceptional Ent., and Exceptional Ent. agrees to provide Disc Jockey services ("DJ" services) to the client under the terms and conditions hereby agreed upon by the parties:

1. DESCRIPTION OF SERVICES. The Client hereby agrees to engage Exceptional Ent. to provide the client with DJ services (collectively, the "Services") to be performed at the following event(s):

ACYOA General Assembly and Sports Weekend 2019 on
May 25, 2019 from 7:30 PM to May 26, 2019 12:00 AM
Harley-Davidson Museum
400 W Canal St
Milwaukee, WI 53201

Services shall consist primarily of providing musical entertainment by means of a recorded music format, MC services, and use of wireless microphone system.

2. PERFORMANCE OF SERVICES.

- a. Exceptional Ent. shall arrive at the event location one hour before the starting time to set-up and conduct sound check. Exceptional Ent.'s playlist shall have an unlimited playlist of songs from both latest and old classics. Exceptional Ent. shall incorporate guest's requests into the playlist unless otherwise directed by the client. Music shall be played without any breaks unless requested by the client. Time is of the essence. Requests for extended playing time beyond the agreed-upon hours of service shall be accommodated if feasible.
- b. Exceptional Ent. shall be familiar with indoor and outdoor set-up and sound mixing. Exceptional Ent. shall provide multi-color lighting for a ball room effect. Exceptional Ent. shall have high quality microphone and sound system.

3. TERM. The client and Exceptional Ent. agree that this Contract between the Parties is for Services that shall commence on the above date and complete on May 26, 2019. The Contract may be extended and/or renewed by agreement of all Parties in writing thereafter.

4. PAYMENT. The client agrees to pay Exceptional Ent., in consideration of the Services contracted for, the sum of \$337.50, with a \$100.00 non-refundable retainer fee due upon signature of this Contract and the remaining balance to be paid on or prior to the date of the event before services are rendered. If the remaining balance is not received on or prior to the start time of the event Exceptional Ent. has the right to decline services. Payment shall be made to Exceptional Entertainment, 503 Harrison St #2, North Fond du Lac, Wisconsin 54937. Payments shall be made in the form of cash, check, direct deposit, or credit card. An additional 3% will be added on for any credit card payments. A \$50 penalty fee will be charged for returned payments. Payment plans are available if requested. On instances that additional hours of DJ Services are requested and demanded after the completion time of this Contract is requested and demanded, additional DJ Services will be charged at the rate of \$50 per hour, which is due on or the day of the engagement. The Client and DJ hereby understand and agree that it may not always be possible to furnish and issue additional performance time, the DJ is under no obligation to undertake and assume an offer to purchase additional hours of DJ Services.

5. CANCELLATION POLICY. All retainer fees are non-refundable. Cancellation of this Contract by the client which is received in writing more than 14 days prior to the event will result in a refund of any monies paid, less the retainer fee. Cancellation of Services received less than 14 days prior to the event obligate the client to make full remaining payment of the total fees agreed upon. If cancellation is initiated by Exceptional Ent. all monies paid to Exceptional Ent. from the client shall be fully refunded INCLUDING retainer fee and must be done so in writing at least 120 days prior to the event. Any refund shall be paid out at month's end.

6. WARRANTY. Exceptional Ent. shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Exceptional Ent.'s industry and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Exceptional Ent. on similar projects.

7. INSURANCE. Exceptional Ent. shall provide proof of DJ insurance if requested in writing by the client and agrees to have valid insurance during the time services are rendered.

8. DANGERS OF EVENT. The client shall ensure that all guests of the event or function shall treat the DJ and any equipment on-site with care and respect. Should a guest act in a manner in which the DJ sees as dangerous, threatening, uncomfortable or inappropriate, then the DJ agrees to provide the client with one chance to correct the behavior and fix the matter. However, if the problem persists then the DJ may, without any warning, have the right to stop providing DJ services and leave the event. In this case, the client shall be responsible for full payment of the fees listed in this Contract without any exception.

9. RAIN OR SHINE. The DJ recognizes and understands that the event is a rain-or-shine event. DJ further agrees that the weather shall not prevent or restrict the obligatory performances promised under this Contract. However, cases of lightning are an exception due to the metal framing required for light and speaker mounts. Such cases shall result to the DJ ceasing DJ services in view of the possible dangers that may occur during a lightning threat presence.

10. ACCOMMODATIONS.

- a. The client shall provide the DJ with reasonable working accommodations, including space no smaller than 12' x 6' with a live source within 25 feet from the DJ.
- b. The client shall assure and guarantee that the room or area chosen and designated for the performance shall be accessible and open at least one hour before the aforementioned starting time.
- c. This agreement assures that the DJ will be ready to conduct his or her tasks at the start time of the engagement. No assurance is made as to the DJ's time of arrival nevertheless, the DJ requests and demands that they be allowed 60 minutes before the event time and 60 minutes after the event for setup and takedown.
- d. The DJ also requests and demands 50 feet between the parking/service entrance and the setup location. If the client or venue requires and demands the DJ to complete setup more than one hour before the start time, or to postpone takedown more than an hour after the end time specified, the additional time will be charged at the rate of \$20 per half-hour.

11. DAMAGES AND/OR THEFT. The client shall ensure the guests do not cause any damage to the DJ Equipment. The client agrees to be fully liable for any theft or damages that may occur to the DJ's equipment at the height of the event. In the event any damage to the DJ equipment prevents Exceptional Ent. from continuing the client shall be responsible for full payment of the fees listed in this Contract without any exception.

12. DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

13. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

14. FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

15. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Contract through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Contract will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

16. REIMBURSEMENT. The client accepts and acknowledges full responsibility and liability for providing the listed payments to the DJ pursuant to the terms and provisions herein. In the event the DJ incurs legal or attorney's fees during the payment collection, then the client agrees to reimburse the DJ for such fees without question.

17. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

18. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

19. AMENDMENT. This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

20. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Wisconsin.

21. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

22. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

23. CONFIDENTIALITY.

1. The DJ acknowledges that he or she may receive or have access to information which relates to which the Client's past, present, or future proprietary information of the company or purchaser such as the products, services, marketing strategies, pending projects or proposals, and others necessary. The DJ agrees to secure the confidentiality of the Client's proprietary information and other physical forms the Client has, whether disclosed to the DJ which was done prior to the signing of the Contract or afterwards.

2. The DJ shall not during, or whenever after the termination of connection with the Client, utilize for the DJ or others, or disclose or reveal to others any confidential information, trade secrets, knowledge or any other information of the Client for whom the Client manages work in violation of this Contract.

3. That upon the termination of the DJ's connection with the Client:

- a. The DJ shall return to the Client all data, files and materials which is in relation to the Client and/or event, including but not limited to: images, outlines, guides, reports, correspondence, client records, computer programs, digital media, and every single other materials and all copies thereof in relation to any manner to the Client, Client's joint ventures, Client's customers or clients, and etc. or in any manner acquired by the subcontractor throughout the course of any engagement of the DJ. The DJ further concur that he shall not keep and maintain any copies of the aforementioned.
- b. The Client shall give notification to any pertinent individuals, bodies, corporations, companies, and etc. of the existence of this Contract.
- c. In an instance that the DJ shall be required by court order or pertinent laws to disclose any Confidential Information, the DJ shall first give notification to the Client in writing sufficiently ahead of time in order to furnish the Client with reasonable opportunity to obtain actions to prevent such disclosure or to obtain a protection order for such Confidential Information.

5. Neither of the party makes any representation or warranty regarding to any confidential information disclosed by it, nor shall either party or any of their corresponding agents or representatives have any accountability hereunder regarding to the precision or entirety of any confidential information or the use thereof.

24. SIGNATORIES. This Agreement shall be signed on behalf of the client by Emily Janikian, Client and on behalf of Exceptional Ent. by Joseph C Nagan, Owner and effective as of the date first above written.

Client
The Client

By: _____
Emily Janikian
Client

DJ
Exceptional Ent.

By: _____
Joseph C Nagan
Owner



VENUE FORTY TWO

DTN | MKE

10/18/2018

Dear Emily Jan,

The entire staff at Venue Forty Two look forward to hosting your upcoming event. Your event deserves the best service and attention to ensure that you and your guests have a most wonderful experience.

The space described below in Section I is held on a tentative basis on your behalf. Please review this document and if it meets your needs, sign and return one copy with the applicable deposit as described in Section II below to my attention by **11/22/2018**. Retain the original for your records. Unless we receive an executed copy of this agreement by **11/22/2018**, the tentative reservation of the space will be released. Please do not hesitate to contact us should you have any questions.

Warmest Regards,

Ryan Kirk Bautista
Director of Events & Catering

I. PRELIMINARY AGENDA AND ROOM RENTALS

PRELIMINARY AGENDA

Friday, May 24, 2019

Reception					
Date	Time	Location	Function	Guest #	Room Rental
Fri, 5/24/19	5:00pm-12:00am	Office Lounge	Reception	200	\$500.00

The preliminary agenda reflects the function space currently being held for your event. Venue Forty Two realizes that changes in agenda may occur; however, these changes will be subject to availability. Venue Forty Two will confirm acceptance of any changes to the function space in writing.

II. EVENT DEPOSIT

A non refundable deposit of **\$1,000.00** is to be returned with the signed Booking Contract by **11/22/2018** in order to reserve the space on the dates requested, all as described in Section I. Prepayments are to be made by certified check (Payable to Venue Forty Two) or by credit card¹. Deposits paid will be used towards cancellation penalty if incurred as outlined in Section IV. Cancellation Policy or applied toward final bill.

CREDIT CARDS

Credit cards will be processed and authorized via ReserveCloud. ReserveCloud is Venue Forty Two's credit booking and card processing system. The contracting party agrees that Venue Forty Two may charge the credit card indicated in ReserveCloud's form according to the terms outlined above. This payment authorization is for the amount described above for the indicated goods/services described above. The contracting party agrees that they are the authorized user of this credit card and will not dispute payment with this company, so long as the transaction corresponds to the terms indicated in Section II. Event Deposit.

CASHIER'S CHECK (Office Use Only)

CHECK NUMBER _____

ISSUING BANK _____

¹ Any and all credit card charges that exceed \$9,999.00 will be subject to a two percent (2%) administrative fee. Maximum use of two (2) credit cards.

III. PAYMENT INSTRUCTIONS

25% of total estimated charges will be due **03/24/2019**.

25% of total estimated charges will be due **05/14/2019**.

The total remainder of estimated charges are due **5/15/2019**.

Total estimated charges will be based on contracted guest count. You understand that guaranteed guest counts are due ten (10) business days prior to the event.

In the event that any of the payments described in this section are not received within ten (10) days of the payment deadlines described herein, you will be deemed to have cancelled this agreement and the cancellation policy described in Section IV will apply.

It is the understanding of Venue Forty Two that payment for the space, contracted food and beverage; tax and incidental fees will be charged to your **Master Account**. Payment of any estimated charges incurred after seven (7) days prior to the Event Date will be due no less than prior to the event by Cashier Check, Money Order or Credit Card². A valid credit card will be required in case of any additional charges not covered by pre-payment.³

Unless noted otherwise, the total estimated remaining balance on the **Master Account**, as defined above, will be authorized onto the above credit card on the day of the event described in Section I. Any remaining charges will be posted to the pre-authorized credit card (3) three days after departure.

A service charge of 1.5% per month (18% per annum) may be applied on any balance outstanding more than 30 days.

² Any and all credit card charges that exceed \$9,999.00 will be subject to a two percent (2%) administrative fee.

³ Where a credit card to be used to pay the Master Account is different from the credit card provided for the deposit in Section II, please provide additional credit card information on Schedule 1 attached hereto.

IV. CANCELLATION POLICY

1. Cancellation of the contracted program on or before **11/22/2018** the entire deposit will be forfeited.
2. Cancellation of the contracted program between **11/22/2018** and **02/24/2019** will result in a cancellation fee of 25% of total room revenue plus 25% of the estimated food and beverage and rental fees.
3. Cancellation of the contracted program between **02/24/2019** and **03/24/2019** will result in a cancellation fee of 50% of total room revenue plus 50% of the estimated food and beverage and rental fees.
4. Cancellation of the contracted program on or before **04/24/2019** will result in a cancellation fee of 75% of total room revenue plus 75% of the estimated food and beverage and rental fees.
5. Cancellation of the contracted program on or after **4/24/2019** will result in a cancellation fee of 100% of total room revenue plus 100% of the estimated food and beverage and rental fees.

For purposes of clarity, for the purposes of this Section IV, in the event that there is no food and beverage estimate, you agree that for purposes of calculating the cancellation fee under this cancellation policy, Venue Forty Two will assume food and beverage costs in the amount of one hundred dollars (\$50.00) per person.

Acts of God (Force Majeure)

The performance of this Agreement by either party is subject to acts of God, acts of terror, war, government regulations, disaster, strikes, civil disorder, other emergency making it illegal or impossible to provide the facilities, to attend the facilities or to hold the conference. It is provided that this Agreement may be terminated for any one or more of such reasons by written notice from one party to the other.

V. POLICIES AND PROCEDURES

1. Menu and selections are due no later than 35 days prior to event date. Menu selections received after this date are subject to a late fee up to \$500.00.
2. Venue capacity listed in contract is based on a standard set-up (Basic seating, DJ Table and Cake Table). Increase in guest count may require alternate spacing needs to ensure adequate space
3. A firm, guaranteed count is the responsibility of the client, to be given to Venue Forty Two by 12:00 p.m., ten (10) business days prior to the event. If Venue Forty Two does not receive the guaranteed count by this time, the booking party will be charged for the full person-count listed in the contract, unless the actual number of persons is greater than the guaranteed count listed in the contract. This guaranteed count is the minimum count for which you will be charged and cannot decrease. In the event that the count increases after the client provides the final guaranteed count, Venue Forty Two will make every effort to accommodate the change depending on how much time prior to the event the new guaranteed count is received. Venue Forty Two cannot be responsible for service to more than three percent (3%) over the final guaranteed count. You acknowledge and agree that in no event will the final guest count exceed the capacity of any space permitted by the applicable Fire Department. Prices listed on menus are subject to change without notice. Firm food prices can be guaranteed 30 days prior to the event, if requested.
4. All federal, state and local laws with regard to food and beverage purchase and consumption will be strictly enforced. Venue Forty Two will not dispense alcoholic beverages to anyone under legal drinking age or to any parties considered under the influence of alcohol. It is therefore Venue Forty Two's policy that no liquor, beer or wine may be brought in from outside sources. No alcoholic beverages or glassware may be removed by you or your guests from the Venue Forty Two premises. Also, all food consumed on the hotel premises MUST be purchased through Venue Forty Two. Food shall not be taken from the premises.
5. Wisconsin Beverage Statutes - Wisconsin law prohibits restaurant patrons from bringing their own alcohol beverages into a restaurant for consumption (Wisconsin statutes 125.32 (6)(a), 125.69 (6), 139.11 (1) and Tax Chapter 8.21 of the Administrative Code. Licensed premises are permitted to have only legally saleable alcohol in the restaurant. Invoices proving the alcohol was purchased by the restaurant from a licensed wholesaler or manufacturer must be on premise for the alcohol to be legally saleable. Unlicensed premises are not permitted to have any alcohol beverages on site.
6. Venue Forty Two reserves the right to refuse service of alcohol to anyone at anytime.
7. Smoking is prohibited at Venue Forty-Two. Venue Forty-Two reserves the right to assess additional charges for the clean up of cigarettes or removal of cigarette smell.
8. Venue Forty Two offers a full array of audio visual equipment and services. Should you decide to utilize equipment from a source other than Venue Forty Two, a charge of \$200.00 per room, per day will apply. This fee covers on call technician service as well as additional audio visual set up requirements.
9. With respect to Music:
 - a. Venue Forty Two reserves the right at its sole discretion to approve the use of any musical groups and the location thereof within the space. All music must be approved in advance.
 - b. Venue Forty Two will control the volume of all sound equipment in and outside the space. No exceptionally loud music is permitted.
 - c. Venue Forty Two does not allow music played in private dining spaces during regular service hours of any restaurant. Venue Forty Two will provide music throughout the restaurant for all guests.
 - d. No amplified music or vocals are allowed outside of the space.
10. Buffet meals require a minimum of 20 paid attendees.
11. Additional charges may be assessed for special activities, not previously agreed and approved prior to an event, such as special set-up, special electrical supply, moving of heavy items, handling and storage, etc.
12. Venue Forty Two will exercise due care in dealing with all items brought in by the client for their event. Venue Forty Two is not responsible for any lost, stolen or missing articles that are brought into the venue. It is the responsibility of the client to remove, or assign a personal attendant to remove, all items brought into the venue at the conclusion of the event.
13. Venue Forty Two will not accept any items or goods unless prior arrangements have been made. You agree that Venue Forty Two does not assume any responsibility for the security and safety of approved delivered items or

- goods prior to an event and neither Venue Forty Two nor its staff shall be liable for any loss, damage or injury of such property.
14. Any entertainment must end by 12:00AM. All of your set-up, decorations or other property must be removed from the space or Venue Forty Two premises following the end of the event. All vendors must complete tear down and vacate building within one hour after the end of the event. Any items not removed at the end of the event will be discarded by noon on the following day.
 15. Venue Forty Two will not be responsible for gifts or cards. Please have a representative set aside to care for the gifts.
 16. NO staples, tacks or adhesives are allowed on any walls or doors. Customer assumes responsibility for any damages caused by themselves, any of its guests, invitees or other persons attending, in any part of Venue Forty Two. All groups must remove all displays and vacate their function room by the contracted time of their scheduled departure date.
 17. Venue Forty Two reserves the right to inspect, control, and terminate, in its sole discretion, all private functions of any nature held on the venue premises.
 18. The Client hereby grants to Venue Forty Two and its legal representatives and assigns the irrevocable and unrestricted right to use and publish photographs and/or video of the Event, its guests, attendees, and officials for editorial, trade, advertising, stock, commercial, and any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same. The Client hereby releases Venue Forty Two and his legal representatives and assigns from all claims and liability relating to said photographs and/or video.
 19. In providing accommodations or rendering services under this agreement, it is expressly agreed and understood that to the extent permitted by the law, Venue Forty Two, its employees, contractors, and agents shall not be liable for any loss, injury or damage to persons or property of the customer or its invitees incurred in connection with this agreement, or the accommodations or services provide hereunder, except where such injury or damage results from the gross negligence of Venue Forty Two. In no event shall Venue Forty Two's liability of any kind under this agreement include any special, incidental, or consequential damages, including, without limitation, loss of profits, even if Venue Forty Two shall have directly or indirectly been advised of the possibility of such potential loss or damage.
 20. You hereby indemnify and hold Venue Forty Two harmless from any damages, actions, suits, claims, or other costs (including reasonable attorneys' fees) arising out of or in connection with any damage, loss, or theft of any property, injury of any kind or death to any person arising out of: (1) any occurrence in, upon, at, or by Venue Forty Two, caused by any act or omission of you, your employees, agents, customers, concessionaires, vendors, contractors, guests or invitees; (2) any occupancy, use, or misuse of Venue Forty Two, or the areas surrounding Venue Forty Two or the service areas, parking areas, pedestrian areas, pedestrian walks or driveways in or around Venue Forty Two, by you or your employees, agents, customers, concessionaires, vendors, contractors, guests or invitees; or (3) any occurrence occasioned by the violation of any law by you or your employees, agents, customers, concessionaires, vendors, contractors, guests or invitees. For purposes of clarity, you shall be responsible for the cost of any excessive cleaning. Any damages suffered by Venue Forty Two for which you are liable will be charged to the credit card provided for payment of the **Master Account**.
 21. You agree and acknowledge that Venue Forty Two has made no and makes no warranties, guarantees, or representations of any kind, neither express nor implied, arising by law or otherwise regarding Venue Forty Two, including, but without limiting the generality of the foregoing, any warranty, guarantee, or representation with respect to the merchantability, fitness for intended use, or condition of Venue Forty Two. You hereby waive and Venue Forty Two expressly disclaims all warranties, all guarantees or representations, express or implied, arising by law or otherwise, including, but without limiting the generality of the foregoing, any implied warranty of merchantability, any implied warranty arising from the course of performance, course of dealing or usage, or any implied warranty of fitness for a particular purpose.
 22. No pets or animals are allowed at Venue Forty Two; provided, however, that Venue Forty Two permits service animals.
 23. Dining reservations for any of our restaurants must be made well in advance of your arrival date to ensure availability. Restaurant reservations for more than twelve (12) people are subject to a restaurant contract stating number of guaranteed guests.
 24. This agreement is subject to all applicable federal, state and local laws, regulations, and ordinances. Your event may be cancelled at the discretion of local law enforcement authorities if local ordinances are violated, or when

public safety is threatened. Cancellation under such conditions will result in your forfeiture of all deposits and payments made.

25. THE TOTAL LIABILITY OF VENUE FORTY TWO FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY TRANSACTION OR SERIES OF TRANSACTIONS BETWEEN YOU AND VENUE FORTY TWO UNDER THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDERLYING SUCH CLAIMS, SHALL BE LIMITED TO THE AGGREGATE PRICE PAID BY YOU TO VENUE FORTY TWO.

Outside Vendor Policies

It is the responsibility of the client to provide the following information to any vendors for their reception:

1. Venue Forty Two must approve all outside vendors and related activities prior to your event. Detailed on-site vendor plans must be provided to and approved by Venue Forty Two. Your vendors must provide and set-up their own equipment in areas and during times designated by Venue Forty Two.
2. All vendors are to enter Venue Forty Two via the loading dock located on the East end of the building. Using public access doors for loading and unloading while the facility is open to the public is not permitted. Check in with security. All outside vendors must park in the designated parking area after unloading their equipment. Vehicle lights must be turned off while loading and unloading in the dock area during dark- time hours.
3. Limited carts are available through set up and not guaranteed.
4. Set up arrival times must be pre-arranged with the assigned Event Manager before the week of the function. As a courtesy to the group please make sure set up is completely finished prior to the reception.
5. Venue Forty Two is not responsible for items left in the venue overnight.
6. Flowers being delivered from a florist must be set up and placed on the tables by the florist after the banquet setup is complete. Storage is not guaranteed and is the responsibility of the vendor.
7. Any other centerpieces arranged by the group and not associated with Venue Forty Two are the responsibility of the client to set up and place on the tables.
8. It is the responsibility of the client to make arrangements with outside vendors to have any centerpieces, decorations or equipment removed at the end of the reception. Venue Forty Two will not handle any such items. Any items brought in for the reception cannot be stored in the venue overnight.
9. Bands and DJs are responsible for bringing in their own sound system. The Event Manager must be notified one (1) month in advance of any special services required for your DJ and/or band (i.e. staging, electrical needs, etc.). Venue Forty Two will charge the client accordingly for any advance electrical needs not agreed under this agreement.
10. Power Boxes for the Band/DJ are required. Venue Forty Two will determine how many are needed based on the information provided by the Band/DJ. The charge will then be added to the final estimated bill.
11. Each vendor must release and agree to indemnify and hold harmless Venue Forty Two, its parent company, and subsidiaries and their respective officers, directors, agents and employees (collectively, the "Indemnified Parties") from and against any and all fines, penalties, demands, actions, assessments, liabilities, damages, losses, claims, suits and/or judgments (including all attorneys' fees, costs and expenses in connection therewith or incident thereto) (collectively, "Legal Liability"), whether for the death of or bodily injury to any person whomsoever (including vendor's employees), for the loss of, damage to or destruction of any property whatsoever or for any other injury, loss or damage of any kind or nature whatsoever, in any manner or to any extent resulting from or arising out vendor's provision of services and/or vendor's breach, default, misrepresentation, negligence, bad faith, gross negligence, recklessness, willful misconduct or other wrongful act or omission.
12. In no event shall Venue Forty Two's liability of any kind under this agreement include any special, incidental, or consequential damages, including, without limitation, loss of profits, even if Venue Forty Two shall have directly or indirectly been advised of the possibility of such potential loss or damage.

VI. ACCEPTANCE

Contained in this Letter of Agreement is a detailed tentative agenda and arrangements to be provided by Venue Forty Two. Venue Forty Two reserves the right to make function room changes based on changes in group demands and size requirements. In order to better provide maximum service, any requirements beyond the above stated agenda should be approved by Venue Forty Two's designated contact prior to the return of the signed copy of this Letter of Agreement. This Letter of Agreement will be considered confirmed upon Venue Forty Two's receipt of a signed copy of this document. Requested function space will not be guaranteed available prior to receipt of this document. If this document is not signed and received by **11/22/2018** Venue Forty Two will release all reserved function and guestroom space.

Sincerely,

Ryan Kirk Bautista
Director of Events & Catering
(414) 397-5178
ryankirk@venue42.com

Contracted by:
Emily Jan

Date:

Contracted by:
Ryan Kirk Bautista
Director of Events & Catering

Date: