#### CHAIR

Licenses Committee

#### MEMBER

- Community and Economic Development Committee
- · Steering and Rules Committee





TONY ZIELINSKI ALDERMAN, 14TH DISTRICT

June 9, 2016

To the Honorable, the Common Council

Dear Members:

Re: Common Council File Numbers 151666 and 160154

Attached are the written objections to file number 151666, Motion relating to the recommendations of the Licenses Committee relative to licenses, and file number 160154, Substitute motion relating to a 90 suspension of the Class B Tavern, Food Dealer, and Public Entertainment Premises licenses of John Urban, agent for Le Cabaret, Inc. for the premises at 813 S 1<sup>st</sup> St, doing business as "Texas J's" in the 12<sup>th</sup> aldermanic district, relating to the recommendation of:

Renewal, with a 90 day suspension of the Public Entertainment Premises license, based upon the police report and applicant, neighborhood, and aldermanic testimony for James Cadd for the premises located at 920-24 E Juneau Ave ("Astor Street Bar & Grille") in the 4th aldermanic district.

A 90 day suspension of the Class B Tavern, Food Dealer, and Public Entertainment Premises licenses, based upon the police report, and police and applicant testimony for John Urban for the premises located at 813 S 1<sup>st</sup> St ("Texas J's") in the 12<sup>th</sup> aldermanic district.

This matter will be heard by the full Council at its Tuesday, June 14, 2016 meeting. Pursuant to City Ordinances, a roll call vote will be taken to confirm that all members have read the attached statements and materials.

Respectfully,

Tony Zielinski, Chair Licenses Committee

cc: All Council Members
City Attorney's Office
Common Council/City Clerk – License Division
CCF 151666, 160154



#### ARENA LAW OFFICES, L.L.C

1110 NORTH OLD WORLD THIRD STREET RIVERFRONT PLAZA, SUITE 515 MILWAUKEE, WISCONSIN 53203

ANDREW P. ARENA

(414) 645-6100 FAX (414) 645-3500

June 8, 2016

James R. Owczarski City Clerk City Hall, Room 205 200 East Wells Street Milwaukee, WI 53202-3570

> Re: Objection to the Findings of Fact and Conclusions of Law For: James A. Cadd as agent for "Astor Restaurant" Premises Address: 920-24 Astor Street Bar and Grille Registered Agent: James Cadd

Dear Clerk:

2016 JUN -8 PM 4: 45 CHTY CLERK'S OFFICE

Pursuant to Chapter 90 of the City of Milwaukee Ordinances the renewal applicant, Astor Restaurant, LLC d/b/a The Astor Street Bar and Grille, which is in the Astor Hotel and operates the Ballroom, and its Registered Agent, James A. Cadd, by their Attorney, Arena Law Offices, LLC, hereinafter referred to as "the Licensee", by Attorney Andrew P. Arena files these written objections to the findings of fact and conclusions of law entered by Alderman Tony Zielinski on June 3, 2016.

The Licensee, James Cadd, has been the owner of the business with his wife since 2011. The business is part of the Historic Astor Hotel, which has apartments and Hotel Rooms. Part of the business is a Bar and Restaurant. Also, the Astor Restaurant, LLC has an elegant Ballroom that hosts special events and many Weddings. The neighborhood is mostly residential, which does create parking issues, as many apartments now contain roommates, that each own a vehicle. Most people have to use street parking, therefore, a lot of stress is put on people looking for a place to park their car, and on others that have to walk a distance to find where they parked their car.

The Licensee agrees with Paragraph 1 through 4 of the Findings of Fact. As for Paragraph 5 and its subparts the Licensee files these written objections and addresses the testimony on a witness by witness basis further into this written objection.

The Licensee hereby asserts that the recommendation of a suspension for 90 days of the Public Entertainment Premises License is to harsh. This recommendation of the License Committee is in no way progressive discipline. This location has been operated as an event and wedding space for generations. Jim Cadd has been the registered agent since 2011 and has not had any previous suspension of any of his Licenses.

Some reasons that the punishment does not fit in this instance is the lack of police report and record of any violence taking place. Generally, the Common Council has taken action on locations that will range in a suspension from 10 to 30 days on a locations first discipline. Many times the suspension is based upon a police report that contains actual strong armed robberies, gun shoot outs, and even homicides. Some examples are the Cheetah Club which had a shooting with 26 shell casings found, and the license was renewed with a warning letter. Another is Dick's Pizza which had multiple violent acts inside and an armed robbery which was approved with a minimal suspension. And yet another is The New Entertainer which had a homicide inside the location take place and had a 20 day suspension. There are many examples of locations receiving real and meaningful progressive discipline that involves far less than 90 days. The Licensee submits that the message sent by the testifying neighbors has been heard loud and clear and all such complaints will be abated, and the operation will be changed.

As a result of the Committee recommendation the Licensee held a neighborhood meeting that was attended by four out of the six individuals that testified against the license. There were approximately 75 other individuals in attendance along with Milwaukee Police Department Liaison Officer Kline. All in attendance were in support of the Astor Hotel being allowed to have weddings. Currently there are eight weddings booked. There was discussion about certain promoter events and the Licensee stated the promoter events would be cancelled. A written plan of operation is attached hereto and incorporated by reference

The witnesses that testified at the hearing shared incidents that were observed outside on the street. Much of the testimony involved how people were driving cars in the area. This may be true and is very difficult behavior for the Licensee to stop, as once a person drives away in their car there is absolutely no ability to control their behavior. There was also testimony about people making noise while going to their car. This obviously can be abated with proper procedures and additional enforcement with an outside security guard.

The first witness was Gerald Braden. The findings of fact indicate that his testimony was a complaint of loud patrons and people not following parking regulations. It is the Licensee's position that there is no way for the business to control whether or not someone follows a parking regulation. If a patron parks illegally on the public street the Licensee has no way of issuing a citation. This area has a very challenging parking situation because there are many residential apartment buildings with multiple tenants in each unit, all of which have cars and are relying upon street parking. In other words there are multiple cars per unit. It is not unusual for someone to drive around for a very long time before finding a place to park, which was attested to at a neighborhood meeting on this topic on June 6, 2016.

Witness Braden's other testimony was based on his observations of alleged patrons outside of the business after the closing of the business. The Licensee is paraphrasing his testimony as follows and can be verified on the video recording as follows:

He stated there were people driving cars at rapid speeds and using loud voices. People were crossing the street and going to other parking lots. Two other ladies went into a private parking spot. The noise went on and on. It seemed very volatile and it was loud. I felt very afraid because it was excessive there were people that looked under age and they didn't belong in that neighborhood. They didn't look like they were part of the residency that didn't belong there. They were dressed inappropriately and it doesn't fit the decor of the neighborhood. I didn't see any police presence as well.

When asked about ethnicity he stated they were all kinds of people.

Mr. Braden spoke of one evening on the Sunday of Memorial day week end. This testimony clearly demonstrates that the Licensee needs to make corrections and do a better job. However, the Licensee also believes that allegations of people didn't belong in the neighborhood does not establish a factor that should be considered when determining if the PEP License should be disciplined. The Licensee does agree that noise needs to be controlled, however, he submits that it is impossible to control where people will park, and how they will drive.

Mr. Braden was at the meeting on June 6, 2016 and has discussed the issues further, and the Licensee submits that Mr. Braden is in support of the Licensee being able to have the weddings that are booked.

Haley Butler testified at two meetings and discussed loud people in the streets and music from their cars. On the last Sunday people were in the street and screeching tires in the street and reckless driving. Ms. Butler attended the meeting and also expressed she is in support of the Licensee being allowed to have weddings.

Katherine Conte also testified by agreeing with everything that was sad about noise and people accelerating too fast. She felt someone was going to get hit. Ms. Conte was also at the meeting on June 6, 2016 and is in support of the Licensee being able to have the weddings that are currently booked.

Amber Chernof stated she agreed with the others and had sleep disrupted. Based on a conversation with Lucas Gunther, she is his roommate, and Mr. Gunther stated he was in support of the Licnesee.

Lucas Gunther agreed with everyone before him. Subsequently he said he supported Mr. Cadd. It is believed that he is in support of allowing weddings.

Susan Conway stated she feels insecure and very scared and that her neighborhood has changed and there has been little communication.. Sunday night went on until 2:30 and it is careless and disrespectful. Ms. Conway was asked if problems were alleviated and she said not after Sunday. People were screeching their wheels. The Police should have been there and people should have been fined. She did not contact the Police on Sunday.

Alderman Bauman made a closing argument as it was referred to by the Chairman.\*fn 1. Alderman Bauman at the outset and in the closing advocated for a non-renewal of the Public Entertainment Premise License.

Mr. Cadd stated he believed the business has alleviated most of the problems. He referenced an e-mail from Susan Conway that was addressed and the issue was resolved to her satisfaction. Mr. Cadd did state he needed to do better and understood the complaints. He accepted responsibility and has put forth the plan of operation that is attached hereto. This plan was created with the input of a neighborhood meeting.

There are currently eight brides that have made plans for the biggest day of their life. They have

#### PLAN OF OPERATION ASTOR HOTEL BALLROOM

Whereas, it was recently recommended by the License Committee of the City of Milwaukee that the Astor Hotel Public Entertainment License be suspended for 90 days; recently

Whereas, the operator, James Cadd met with concerned neighbors of the Astor Hotel and a representative of the Milwaukee Police Department regarding noise complaints, it was determined that the issues of concern mainly involve behavior of patrons leaving the Astor Hotel after an event;

Whereas, over 50 residents came to the meeting to discuss solutions to the problems at the Astor Hotel and resolve the matter with group input for a plan that would allow individuals to support the renewal of the Public Entertainment License without a suspension when the matter is reviewed by the Milwaukee Common Council.

#### Resolved:

The Astor Hotel by James Cadd will put forth the following changes and commit to the changes being made a part of his plan of operation. These changes are the "Plan of Operation", which are as follows:

- 1. Security Officer's will be hired to patrol the outside sidewalk, and various areas that guests leaving an event utilize to get to their automobile. The Security Officer will enforce the rules that will be posted on several signs that will warn patrons to be quiet in the residential neighborhood, and they are requested to leave quietly.
- 2. All promoter events for the next 90 days will be canceled except for the Murder Mystery Dinner June 17<sup>th</sup> and August 27<sup>th</sup>.
- 3. The only other events that will be held will be weddings on June 18, July 16<sup>th</sup>, July 23<sup>rd</sup>, August 7<sup>th</sup>, August 20<sup>th</sup>, September 4<sup>th</sup>, and September 10<sup>th</sup>.
- 4. There will no longer be drinking of alcohol on the front deck after 10:00 p.m. and other areas for smoking will be investigated.
- 5. The manager of the building at 913 E. Juneau, Seth Kiefer, will have direct access to James Cadd and the staff of the Astor to bring forth any issues or complaints from the residents directly across the street.
- 6. A Committee of Seth Kiefer, Amber Chernov, and Lucas Gunther will have to give unanimous approval of any event that is not a wedding, which shall be booked more than 90 days from June 15, 2016.
  - 7. Additional sound deadening elements will be added to the ballroom windows.

By James	Cadd:	

bought their dresses and have invitations for a wedding to be held in the beautiful ballroom of the Astor Hotel. The recommendation by the Committee without a police record, a violent incident or homicide, or even an injury would be devastating to the brides. The plan is to no longer have any questionable events that are brought forth by promoters. A few rotten apples have spoiled the grandeur of the Astor, which James Cadd is committed to saving.

Respectfully Submitted this 8th day of June, 2016.

By:

Attorney Andrew P. Arena on behalf of James Cadd

1. Pursuant to the case of Marris v. City of Cedarburg, 176 Wis.2d. 14, 1993 was a case where a Municipal Corporation had a chairman of its Zoning Board make statements at a hearing that demonstrated that he had pre-judged the case and thereby denied the party the right to have the decision decided by an impartial board. As the Licensees are entitled to a fair and impartial hearing under concepts of due process and fair play it would not be fair to have an Alderman Bauman to have a vote on the matter, unless a motion of a different nature were brought forth that would demonstrate that Alderman Bauman considered the evidence and removed his pre-judgment of the evidence relied upon for the recommendation.

924 East Juneau Ave. Milwaukee, WI 53202 414-283-4808

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PAYMENT INFORMATION: Make Checks Payable to: Astor Events LLC

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# Detailing-Weddings

Name of Event:	Jugareno - Brenaman
Date: 6-18-16	Rooms: Bellioon, Rotunda, Rost.
	Set Up: all Rounds # of Tables 1.3
Set-up: Head Table ct.	: 12 Centerpieces: Mirrors: Thers
Assigned Seating: 44	Table Numbers: ours Favors: 2; #lle Canch
Ceremony: Church or	Here Time: ? Extras: cupcake  Florist: They own Cake: Small Cake
D.J.( Set Up) 7	Florist: They own Cake: Small Cake
Arrival Time: 7	Apps: Time: Dinner Time:
Cocktail hour, just beer Toast (wine or champa Any punch needed Free Punch Fountain v	I for guests at bar (for example-open bar all night, open bar during young, wine, soda, or any combination).  Bu3- 18, 75  Igne; If wine, what kind) 495, #3 per plus young, with any hosted bar package.  yes
Appetizers	
	The second secon
	A STATE OF THE STA
Vegetable	9
Are we cutting cake to	Or you!
Late Night Snack:	or you? 0/22-A
Other Notes:	
Cake, DJ or band, flor Favors, place cards, to	rist or people to decorate tables can start after 10am day of event.  pasting flutes, etc. may be brought in the day before.
Data of Detailing:	Signed:

#### **Astor Events Banquet Guidelines**

 Function space is booked on a first come first served basis. All deposits are nonrefundable. A \$1000 non-refundable down payment is needed at time of booking.

 90 days before your function, menu selection will be confirmed along with any special arrangements that may be needed. A \$2000 non-refundable confirmation

payment is due at that time.

5. 15 days before the function, a guaranteed count (the minimum you will be charged) and any necessary menu changes are due along with the room diagram and entrée breakdown by table. Final payment on all selections is due at this time in a cashiers check. Any further charges incurred after that date are due at the end of the function.

4. A 19% service charge and applicable tax will automatically be added to your purchases.

All taxes will be assessed unless we have a copy of your sales tax exemption on file.
 Sales tax will be rebated to you when exemption certificate is presented after payment of function.

5. Listed prices are subject to change without notice based on market prices and can only

be guaranteed 60 days prior the event.

7. Functions are staffed to properly service the event. Additional staff (if requested) will be charged at the prevailing rate. Additional labor charge will be added to charges in the event that Astor Street staff is unable to perform clearing or cleaning due to a delay in your event. Candles <u>must</u> be protected with a votives or hurricanes.

8. Music must be contracted to end at 12:00 am as the ballroom closes at 12:00 am.

- Payments are required in cash, cashier's check or personal check drawn on a local bank.
   Credit card payments are only accepted to hold your date at a maximum of \$500.
- Room decorations may <u>not</u> be taped, stapled or hung from the ceilings, walls or chandeliers. Confetti and/or glitter are not allowed on tables or in any private room.
- 11. The venue requires 15 minutes to clear tables immediately following food functions.
- 12. Any expense incurred toward replacement or repair of property and/or equipment lost or damaged by your guests will be automatically charged to your bill.
- 13. The venue will not assume any responsibility for damage or loss in our parking lot or any merchandise or articles left in the building before, during or after your function by you, your guests or your agents.
- 14. It is understood between The Venue and the Customer that if for any reason the Venue is unable or unwilling to carry out all or substantially all of the provisions of this contract, then the Venue shall adjust the Customer's obligation hereunder accordingly, and if appropriate, shall return all monies paid hereunder by Customer. In no event shall the Customer make claim for, nor shall the Venue be liable to the Customer for any incident or subsequently all of the provisions of this contract.

15. Should fire, flood or other act of God, or any other act unforeseeable to The Venue make it impractical for The Venue to perform its obligation hereunder, the liability of The Venue to the Customer shall be limited to a refund of the Customer's deposits.

We hereby acknowledge receiving a copy of	The Banquet Policy and agree with its terms
and conditions.	
CUSTOMER WWW.	ASTORREP. DumaBo
DATE: 19 -9-	ASTOR ROX.
DATE. 10 1	

924 East Juneau Ave. Milwaukee, WI 53202 414-283-4808

	EVENTINFORMATION
FRI	EVENT NAME JEANWE Was Lay Welling Reception DAY/DATE DVLY 15 2016 DATE BOOKED 4-6-16  BY ROOM'S BOOKED Bullion By EST. #150 +  ARRIVAL TIME APPETIZER TIME  DINNER TIME CEREMONY TIME 3pm PLACE: Church.
	CONTACT INFORMATION
	NAME PANNE WESTLY
	ADDRESS 5211 LAVOTHORSTOND CICCL NIN
	CITY PAY STATE MN
	VID C COLV
	PHONE 507,271 4578 ALT PHONE 414 204 6057
	E-mail: Jayc 0323 Dy 0000 · COM
	FOOD AND BEVERAGE MINIMUM
	Room Rental: #500 F&B Min  Customer agrees with the Astor Hotel Banquet Guidelines (See Attachment)
	Event Location: Aston Bullion Notes:

PAYMENT INFORMATION: Make Checks Payable to: Astor Events LLC

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Tosting 7pm June 2nd 2016

924 East Juneau Avc. Milwaukee, WI 53202 414-283-4808

	EVENT INFORMATION	
texo Table	EVENT NAME Sam Yasatan 4 Zach Miller Reception  DAY/DATE 1764 16, 2016 DATE BOOKED NOV! 2015  BY R.S. ROOM'S BOOKED Bellion - Roof. EST. # 250  ARRIVAL TIME 5: 15 APPETIZER TIME 5: 70  DINNER TIME 6:30 CEREMONY TIME 4:30 PLACE: Calvary Pros  CONTACT INFORMATION	Red )
	CONTACT INFORMATION	plunch )
nen	NAME Sam Tasatan	( )
rufle # 5	ADDRESS 8986 Arbor Hill Dr.  CITY Racine STATE W!  ZIP 53406  PHONE 863-930-9815 ALT PHONE	
sol:	E-mail: 25 yasata @tiu. edu	
Tukan	FOOD AND BEVERAGE MINIMUM	
Lonery Ivony	Room Rental: #-0- F&B Min. Waived	
	Customer agrees with the Astor Hotel Banquet Guidelines (See Attachment)	
	Event Location: Astor Hotel, Notes: See Attachment A	

# PAYMENT INFORMATION: Make Checks Payable to: Astor Events LLC

PAYMENT #1,000	CHECK# 10:	52-DATE//-	-/5 BY	R.S.
PAYMENT \$ 2 000	CHECK# 102	5 3 DATE 3-31	-16 BY_	DB
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924 East Juneau Ave. Milwaukee, WI 53202 414-283-4808

	EVENT INFORMATION
Sut	EVENT NAME TENEVUBERA VASCITEVA & Jased Thede Welding DAY/DATE OULY 23 2016 DATE BOOKED BY ROOM'S BOOKED Theliam Returner, Rost EST. # 200-227 ARRIVAL TIME 2:30 APPETIZER TIME Spr. DINNER TIME 6:30 CEREMONY TIME 4 pm PLACE: Here CONTACT INFORMATION BACH - ROSS
	CUNTACT INFORMATION
	NAME TEMENUZHKA VASILIEVA
	ADDRESS ICARA II COLE ST
	CITY Milwaurer STATE VI
	710 0000
	PHONE 224, 676, 3137 ALT PHONE 920-930-144-1
.,	E-mail: Violet Vasilava @ queil com
	FOOD AND BEVERAGE MINIMUM
	\$1,000 facelities Rental
-	Customer agrees with the Astor Hotel Banquet Guidelines (See Attachment)

PAYMENT INFORMATION: Make Checks Payable to: Astor

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924 East Juneau Ave. Milwaukee, WI 53202 414-283-4808

	EVENT INFORMATION
12	EVENT NAME GREG FITZSZRALD / JOEDAN HERBERT Wedding
、.	DATE BOOKED 6-N-15  BY ROOM'S BOOKED Ballroom Rest EST. # 50  APPENDAL TIME
	DINNER TIME CEREMONY TIME 50m PLACE: Here
	CONTACT INFORMATION
1	NAME GREG FITZGERACD Jordan Herbert
5	ADDRESS
	CITYSTATE
(	ZIP PHONE (414) 458-478 (ALT PHONE (414) 628-0077
	E-mail: amichael Akegmail.com Jordan Harberta ama: Lan
_ \	FOOD AND BEVERAGE MINIMUM
	\$500 Facilities Fee \$575 Ceremony free
	\$ 575 comons hel
	Customer agrees with the Astor Hotel Banquet Guidelines (See Attachment)
	\$20 t t Staliam Buffet

## PAYMENT INFORMATION: Make Checks Payable to: Astor Events

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924 East Juneau Ave. Milwaukee, WI 53202 414-283-4808

EVENT INFORMATION
EVENT NAME KATARINA LAZAROVA + KARL FOSTER WEDDEN  DAY/DATE AUG. 20th 20/6 DATE BOOKED  BY ROOM/S BOOKED BAllowom - Regionant EST. #/20  ARRIVAL TIME APPETIZER TIME  DINNER TIME CEREMONY TIME 2.30 PLACE: ST Mary  CONTACT INFORMATION  NAME KATARINA LAZAROVA  ADDRESS 3125 Say Juan Tt.  CITY BYDO 64: el d STATE WI  ZIP \$3005  PHONE 414-305 9752 ALT PHONE 262-754 0641
E-mail:  FOOD AND BEVERAGE MINIMUM
Customer agrees with the Astor Hotel Banquet Guidelines (See Attachment)

#### PAYMENT INFORMATION

PAYMENT \$1 000.00	CHECK# 45	35 DATE 10-27	7-14 BY D. F	3
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Sunday

924 East Juneau Ave. Milwaukee, WI 53202 414-283-4808

2016 Sept 4

**EVENT INFORMATION** 

EVENTNAMEGORDA & Weinburg ROOM/S BOOKED Bellison, Pane Vano APPETIZER TIME ARRIVAL TIME PLACE: Hare CEREMONY TIME DINNER TIME

CONTACT INFORMATION

NAME Katrina Gardon ADDRESS 8623 W BOOKE Are STATE WI CITY West MILLS

ZIP 53227 PHONE 414-750-3394ALT PHONE 414-322-2617

E-mail: Kotrina Dinea @ gman. cum

FOOD AND BEVERAGE MINIMUM

Customer agrees with the Astor Hotel Banquet Guidelines (See Attachment)

PAYMENT INFORMATION: Make Checks Payable to: Astor Restaurant

DATE 2-11-15. BY Bow CHECK# PAYMENT 11.000 BY DATE CHECK# PAYMENT BY DATE CHECK# PAYMENT BY CHECK# DATE PAYMENT BY CHECK# DATE PAYMENT BY DATE CHECK# PAYMENT

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Sest 3rd Rehearsel

# **Detailing-Weddings**

	Name of Event: KATRIA Hordon
	Date: Sept 4, 2016 Rooms: Bullion, Rotunda, Rest.
	100
	Head Count: 150 Set Up: all Round 3 # of Tables 19
	Set-up: Head Table ct.: 14 Centerpieces: yes Mirrors: 485
	Assigned Seating: 405 Table Numbers: 12185 Favors: 465
	Ceremony: Church or Here Time: 2362 Extras:
	D.J. (Set Up) Florist: None Cake: Cheese Cake
	Arrival Time: 2pm Apps: Time: Dinner Time: 5pm.
	Bar: What is being provided for guests at bar (for example-open bar all night, open bar during cocktail hour, just beer, wine, soda, or any combination).  Toget (wine or champagne: if wine, what kind)
	Toast (wine or champagne; if wine, what kind)  Any punch needed Liver Ben, Wine, Sola
	Free Punch Fountain with any hosted bar package. yes no
	A last that Count manded for bested that Wackage
	Menu: one antree Buffet - well - email Appetizers
pul	Appetizers
<u> </u>	Appetizers
	Entrée
	Entrée
	Starch
	Vegetable
	Are we cutting cake for you?
	Late Night Snack: $\rho_{1}$ 2245.
	Other Notes:
	Cake, DJ or band, florist or people to decorate tables can start after 10am day of event. Favors, place cards, toasting flutes, etc. may be brought in the day before.
	Date of Detailing: 12-10-15 Signed:

924 East Juneau Ave. Milwaukee, WI 53202 414-283-4808

EVENT INFORMATION		
EVENT NAME Le Febre - Genling Wedding  DAY/DATE BY ROOM/S BOOKED B.R/Rot/Post  ARRIVAL TIME APPETIZER TIME  DINNER TIME CEREMONY TIME PLACE:		
CONTACT INFORMATION		
NAME Nooh Gehling + Lindsey LeFebre  ADDRESS 18568 N. Actington Place  CITY Milwowke STATE WF  ZIP 53202  PHONE 414-202-96(2 ALT PHONE 920-621-2481  E-mail: noah gehling & amail. com lindsey. Lefebre Cogmail.com  FOOD AND BEVERAGE MINIMUM		
Room Rental: #1,000 F&B Min. WAlved.		
Customer agrees with the Astor Hotel Banquet Guidelines (See Attachment)  Event Location: Ostor Hotel Notes:		

# PAYMENT INFORMATION: Make Checks Payable to: Astor Events LLC

PAYMENT \$1000	CHECK# 10	89 DATE 11-3	6-15 BY Bow
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#### **Astor Events Banquet Guidelines**

- Function space is booked on a first come first served basis. All deposits are nonrefundable. A \$1000 non-refundable down payment is needed at time of booking.
- 90 days before your function, menu selection will be confirmed along with any special arrangements that may be needed. A \$2000 non-refundable confirmation payment is due at that time.
- 3. 15 days before the function, a guaranteed count (the minimum you will be charged) and any necessary menu changes are due along with the room diagram and entrée breakdown by table. Final payment on all selections is due at this time in a cashiers check. Any further charges incurred after that date are due at the end of the function.
- 4. A 19% service charge and applicable tax will automatically be added to your purchases.
- All taxes will be assessed unless we have a copy of your sales tax exemption on file.
   Sales tax will be rebated to you when exemption certificate is presented after payment of function.
- Listed prices are subject to change without notice based on market prices and can only be guaranteed 60 days prior the event.
- 7. Functions are staffed to properly service the event. Additional staff (if requested) will be charged at the prevailing rate. Additional labor charge will be added to charges in the event that Astor Street staff is unable to perform clearing or cleaning due to a delay in your event. Candles <u>must</u> be protected with a votives or hurricanes.
- 8. Music must be contracted to end at 12:00 am as the ballroom closes at 12:00 am.
- Payments are required in cash, cashier's check or personal check drawn on a local bank.
   Credit card payments are only accepted to hold your date at a maximum of \$500.
- Room decorations may <u>not</u> be taped, stapled or hung from the ceilings, walls or chandeliers. Confetti and/or glitter are not allowed on tables or in any private room.
- 11. The venue requires 15 minutes to clear tables immediately following food functions.
- 12. Any expense incurred toward replacement or repair of property and/or equipment lost or damaged by your guests will be automatically charged to your bill.
- 13. The venue will not assume any responsibility for damage or loss in our parking lot or any merchandise or articles left in the building before, during or after your function by you, your guests or your agents.
- 14. It is understood between The Venue and the Customer that if for any reason the Venue is unable or unwilling to carry out all or substantially all of the provisions of this contract, then the Venue shall adjust the Customer's obligation hereunder accordingly, and if appropriate, shall return all monies paid hereunder by Customer. In no event shall the Customer make claim for, nor shall the Venue be liable to the Customer for any incident or subsequently all of the provisions of this contract.
- 15. Should fire, flood or other act of God, or any other act unforeseeable to The Venue make it impractical for The Venue to perform its obligation hereunder, the liability of The Venue to the Customer shall be limited to a refund of the Customer's deposits.

We hereby acknowledge receiving a copy of The Banquet Policy and agree with its terms and conditions.

CUSTOMER	ASTOR REP.
DATE:	