

TIMBERLODGE

BANQUET FACILITY



12292 Clarence Center Road • Akron, NY 14001
716-542-4653 • www.TimberlodgeBanquet.com

Contract Date: _____

Event Date: _____

Customer: _____

Group Name: _____

Bride: _____

Groom: _____

Address: _____

Phone: _____

Cell: _____

Fax: _____

E-Mail: _____

Event Type: _____

Wedding Ceremony on Premises: Yes No

Arrival Time: _____

No. of Guests Attending: _____

Facility Fee : \$ _____

Event Deposit: \$ _____

**Final payment: Due ten [10] days before the scheduled date of the Event.
Please make checks payable to Arrowhead Golf Club.**

THIS CONTRACT is made and entered into this _____ day o
_____ [mo./yr.] by and between Arrowhead Golf ["Club"] and
("Customer") as follows:

CONTRACT TO PURCHASE

Customer acknowledges that the completion, execution, and delivery of this Contract to the Club, together with the payment of the Deposit as described below, constitute Customer's irrevocable offer to purchase and hold an Event at the Club.

PAYMENT AND DEPOSIT:

A \$ _____ non-refundable deposit in the form of a valid credit card or check must be received upon execution of this Contract. The final payment due under the Contract must be paid prior to the commencement of the Event or as agreed upon by the Club. If the final payment is not paid within ten (10) days from the date of the Event, Customer agrees that the final payment may be charged to the credit card on file and agrees not to dispute such charge. The final payment may be made by check, money order, or credit card. Any check that is returned for non-sufficient funds (NSF) shall be assessed a \$50.00 fee and be subject to collection.

SPECIAL TERMS AND CONDITIONS

To reserve the main dining room for a private party, there is a guaranteed minimum number of 100 guests, unless otherwise noted, that pay full price. Children 3 and younger are not charged.

CANCELLATION

If the Customer cancels the Event in its entirety, the Club shall have suffered damages equivalent to the lost profits that the Club would have made from the food and beverage, incidental purchases, etc. in connection with the Event. The parties acknowledge that it is difficult to quantify such damages and instead have agreed that the Club can assess a fee against the Customer as liquidated damages and not as penalty. Such damage amount is agreed to be expressed as a percentage of food and beverage revenue, incidental purchases, etc. lost by the Club as a result of the said cancellation as reasonably determined by the Club. Should the Customer decide, for any reason, to cancel the Event, the Customer agrees to pay the following damages:

- If written cancellation is received more than 181 days prior to the scheduled event, the booking deposit will be held as payment.**
- If written cancellation is received 180-121 days prior to scheduled event, 60% of the event will be held as payment.**
- If written cancellation is received 120-30 days prior to scheduled event, 80% of the event will be held as payment.**
- If written cancellation is received 120-30 less than 30 days prior to scheduled event, 100% of the event will be held as payment.**

EVENT SPACE

Event space is reserved only for the time indicated. Additional meeting/event time and/or set up/tear down time, if needed, must be specified in this contract. Should you anticipate any program revisions, please advise us as soon as possible so that we may reserve the appropriate space. Any new function space requirements subsequent to the program outlined above shall be subject to space availability and additional charges at the time requested. The Club reserves the right to re-assign function space with prior written approval from the Customer.

PRICE CHANGES

All menu prices are valid for ninety (90) days prior to function date. Beyond ninety (90) days they are subject to change. Alternatively, the Club, at its option, may, in the event of increased costs, make reasonable menu item substitutions and Customer agrees to accept such substitutions with prior written notice.

NUMBER OF ATTENDEES

The guaranteed number of attendants at each catered function must be communicated to the Director of Food / Beverage at the Club not less than ten [10] working days, excluding holidays, prior to the event. Final charges will be based on the guaranteed number of attendees (or the number of persons for which the catered portion of the event was originally booked if no guarantee number is provided) or the total number served, whichever is greater.

LABOR AND SERVICE CHARGES

The Club reserves the right to charge a service fee for the set-up of rooms with extraordinary requirements. There is also a "No Confetti" policy. If ignored by the host or their guests, a \$200.00 cleanup fee will be added to the hosts' bill.

TAXES AND SERVICE CHARGES

State sales tax will be added to the food and beverage bill and facility fee. A 20% taxable club service charge will be added to the food and beverage bill. Sales tax will be compiled in strict accordance with federal, state, and local tax regulations on all other charges. All taxes and service charges are subject to change.

FUNCTION SERVICES AND CATERING

Prior to the event, the Club's Director of Food / Beverage will contact the Customer (or other authorized representatives) to assist in detailed planning and preparations for catered functions comprising the event. It is agreed that all on-site food and beverage will be made through the Club. The Club reserves the right to cease service of alcoholic beverages in the event that persons under the state or province mandated age limit is present at the function and attempts to receive service of alcoholic beverages. In addition, the Club may request proper identification (photo ID) of any person of questionable age and refuse alcoholic beverage service if the person is either under age or proper identification cannot be produced. The Club can also refuse alcoholic beverage service to anyone that appears to be intoxicated, in the Club's judgment.

INDEMNIFICATION

Customer agrees that Club shall not be liable to Customer, its officers, directors, agents, servants, employees or participants in the Event for any and all claims, actions, proceedings, damages, costs, expenses, losses, and liabilities including, but not limited to, reasonable attorney's fees, both at trial and on appeal, in whole or in part directly or indirectly arising out of; (i) the negligent acts or omissions of any participant in the Event or that of anyone employed by the Customer for whose acts it may be liable (ii) a breach of any covenant, representation, or warranty contained herein. Customer shall at all times indemnify and hold Club harmless from or on account of injury to persons or any loss of or damage to property caused by any casualty or accident whatsoever arising out of the Event with the exception of the negligent acts or omissions of the club its officers, directors, agents, servants or employees.

DAMAGE

Customer is responsible for any and all destruction or defacement of Club property and shall reimburse the Club for any charges or expenses that are incurred due to such negligence during this banquet or event. If deemed necessary by the Club, prior to the banquet/event, an outside security firm may be contracted at the Customer's expense to ensure the safety of the guests and property.

HOLD HARMLESS

Customer agrees to protect, defend, indemnify, and otherwise hold harmless the Club and its officers, directors, agents, and employees of and from any and all claims, liabilities, obligations, and causes of action of whatever kind arising in any manner whatsoever out of or in connection with the acts or omissions of the Customer or the agents, employees, attendees, participants, or otherwise in connection with the Event.

INSURANCE

The Club is not responsible for personal injury to guests or event participants as a result of accidents due to their own carelessness nor for personal property loss or damage.

FORCE MAJEURE

If for any reason, beyond the Club's or the Customer's reasonable control, including, but not limited to, strikes, labor disputes, acts, regulations, orders of government authorities, civil disorder, disasters, acts of war, acts of God, fires, flood, or other emergency conditions, there is any delay in necessary and essential repairs of the Club or if the Club is unable to perform its obligations under this Contract, such non-performance is excused and such party may terminate this Contract without further liability of any nature, upon return of the Deposit. In no event shall the Club or the Customer be liable for consequential damages of any nature for any reason whatsoever.

REPRESENTATIONS

Each party represents and warrants that (i) it has full power, authority, and legal right to execute, deliver, and perform this Contract (ii) the execution, delivery, and performance has been duly authorized by all necessary corporate action (iii) the execution, delivery, and performance of this Contract will not cause it to be in breach or default of any contract to which it is a party.

ENTIRE CONTRACT

This Contract shall incorporate and supersede any and all prior understandings between the parties. Each of the foregoing representations, warranties, and covenants shall be true at all times during the term hereof. Each of such representations, warranties, and covenants shall be deemed to be material and to have been relied upon by the Club notwithstanding any investigation made by the Club.

RIGHTS OF ASSIGNMENT

This Contract shall not be assignable by Customer without the prior written approval of the Club, in its sole discretion. Any such assignment, without the Club's prior written approval, shall be void.

DEFAULT

In the event either shall breach any provision of this Contract, the non-breaching party may, at its option and without notice or demand, declare this Contract to be in default, terminate this Contract, and pursue all remedies available under this Contract or as provided by law. In the event either party initiates legal action to enforce the terms of this Contract, the prevailing party shall be entitled to recover its attorney's fees.

GOVERNING LAW

This Contract shall be governed and construed in accordance with the law of the State of New York.

Submitted by:

Print name: _____

Sign name: _____

Title: _____

Date: _____

Accepted by:

Print name: _____

Sign name: _____

Date: _____