



## BANQUET CONTRACT

## **TERMS & CONDITIONS**

This Agreement is made and entered into as of \_\_\_\_ by and between \_\_\_\_\_ (hereinafter referred to as "Client"). Client agrees that the terms of this Agreement are based upon the information provided below. In the event that the information provided by Client materially changes or is incorrect, then this Agreement may be terminated or modified by Coarse Italian at Glenview Park Golf Club.

### **CATERING SERVICES**

A minimum of \_\_\_\_\_ Guests is the minimum required for your function (the "Guaranteed Guest Count Minimum"). This Guaranteed Guest Count Minimum is required to be met, regardless of whether Client does not meet their Guaranteed Guest Count Minimum noted on this contract. Client is required to pay Coarse Italian at Glenview Park Golf Club all amounts for food and beverage ordered exceeding the Guaranteed Guest.

### **FOOD & BEVERAGE**

Due to licensing and insurance requirements, all food and beverage to be served by Coarse Italian at Glenview Park Golf Club property must be supplied and prepared by Coarse Italian at Glenview Park Golf Club. No outside food or beverages shall be permitted, unless approved by Banquet Coordinator and General Manager. In addition, no remaining food or beverage shall be removed from the premises. At the conclusion of the function, such food and beverage become the property of Coarse Italian at Glenview Park Golf Club.

- **BANQUET AND CORPORATE EVENTS: Final menu selections must be confirmed at least one (2) weeks prior to scheduled function; otherwise, selected items cannot be guaranteed.** At the time final menu selections are made, Client shall review, approve and initial the final menu. **PLEASE CONTACT YOUR EVENT PLANNER TO SCHEDULE YOUR APPOINTMENT.**
- **BANQUET AND CORPORATE EVENTS:** The Banquet Coordinators Office must be notified of the guaranteed attendance for the actual number of expected guests for the event ("Guaranteed Attendance") no later than SEVEN (7) days prior to the scheduled event (Excludes Holidays). **PLEASE CONTACT YOUR EVENT PLANNER WITH YOUR FINAL GUEST COUNT - 7 DAYS PRIOR TO YOUR EVENT.**
- **All Food, beverage prices are subject to a 25% service charge and applicable Illinois state taxes.**
- All charges will be based on the Guaranteed Attendance, whichever is greater. **For example, if the Guaranteed Attendance is 100 but only 96 guests actually attend, then Client will be charged for 100 guests. Unless agreed in writing by Coarse Italian at Glenview Park Golf Club, additional guests beyond the Guaranteed Attendance will not be accommodated or allowed, and if allowed, then Client will be responsible for all costs and charges related to any additional guests beyond the Guaranteed Attendance.**
- Client will have available an authorized representative at the event who will be presented an invoice prior to the conclusion of the event. Such representative shall verify that all charges are correct and consistent with this Agreement and any agreed upon changes. Client's representative shall sign off on and approve such invoice.
- Coarse Italian at Glenview Park Golf Club reserves the right to refuse service of alcohol to anyone in its discretion. Minors are the responsibility of Client, and if minors are found in the possession of alcohol, Coarse Italian at Glenview Park Golf Club reserves the right to take appropriate actions, including the immediate cancellation of the function. The management and staff may refuse to continue to serve anyone who has consumed an amount of alcohol deemed to be excessive or otherwise showing visible signs of intoxication.

- Client assumes the responsibility for any and all damages caused by Client to Client's guests, Invitees or other persons or property attending the function, whether in banquet rooms or any other part of the facility or its grounds. Coarse Italian at Glenview Park Golf Club reserves the right to exclude or eject any and all persons from the function, the facility and/or its grounds, without liability.
- Client will comply with the local and state liquor laws, and further agrees that neither Client nor Client's guests will request, offer, serve or permit service of alcoholic beverages to: a) any person considered to be a minor under the law and/or b) any visibly intoxicated person. Violation will result in immediate termination of alcoholic beverage service without diminution of the full contract price; or immediate termination of said event without diminution of the full contract price.
- Coarse Italian at Glenview Park Golf Club reserves the right to enforce House Policies pertaining to alcoholic beverage service, including but not be limited to the dispensing of "shots", multiple drink orders, or more than two liquors per drink.
- Client's guests are prohibited from bringing liquor or food of any description on the premises for consumption. Violation will be grounds for expulsion from the property and/or immediate termination of the event.

**BILLING/CREDIT PROCEDURES**

PAYMENT BY CREDIT CARD: If Client wishes to pay any portion of its obligation by credit card, the form below must be filled out upon execution of this Agreement. This form must also be completed if direct billing has not been approved and the event charges will be paid by credit card or company check. Coarse Italian at Glenview Park Golf Club accepts Visa, MasterCard, and Discover.

	<b>CREDIT CARD NUMBER:</b> <b>NAME AS IT APPEARS ON THE CARD:</b> <b>BILLING ADDRESS FOR CARD:</b> <b>SIGNATURE OF CARD HOLDER</b> <b>SECURITY CODE:</b> <b>EXPIRATION DATE:</b>		
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A copy of the front and back of the credit card must be submitted with this contract.

**DEPOSIT/ PAYMENT STRUCTURE:**

The Cafe at Glenview Park Golf Club requires the following deposit schedule:

<b><u>Date:</u></b>	<b>§</b>	
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Deposits will be 25% of initial bill and can be paid by credit card, business check or cash.

All deposits are NON-Refundable and NON-Transferable.

All deposits must be received by the dates specified in order to guarantee that Client's event and requests will be held. If the deposit and estimated payment is not received by the above dates, Coarse Italian at Glenview Park Golf Club will no longer be required to continue to hold the event or date requested by Client.

**The final remaining balance is due on the day, no later than the end of the event, and is based on Client's actual final guest count or Guaranteed Attendance (whichever is greater), minus deposits previously paid.**

**Final payments are to be paid either by credit card, cash, business check or certified bank check only.**

#### **CANCELLATION POLICY**

**CANCELLATION:** Client agrees that if he/she cancels this Agreement for any reason, Coarse Italian at Glenview Park Golf Club will suffer damages that may be difficult to calculate or quantify. Client agrees that the closer in time the cancellation occurs, the greater the damages will be. Therefore, **Client acknowledges that all deposits paid prior to cancellation are NON-REFUNDABLE and NON-TRANSFERABLE**, and may be accepted by Coarse Italian at Glenview Park Golf Club as liquidated damages to compensate Coarse Italian at Glenview Park Golf Club for the expenses and losses that result from the cancellation of the Agreement by Client. Further, Coarse Italian at Glenview Park Golf Club reserves all rights available to it by law if Client cancels this Agreement.

**SIGNS AND DISPLAYS/USE OF Coarse Italian at Glenview Park GOLF CLUB NAME:** Client shall not display signs or banners in Coarse Italian at Glenview Park Golf Club nor use the name/logo of Coarse Italian at Glenview Park Golf Club in any promotional brochures or ads without prior written approval of the General Manager of Coarse Italian at Glenview Park Golf Club. Coarse Italian at Glenview Park Golf Club must approve any tee signs and banners prior to their use. It is further agreed that no sign, banner or display shall be affixed to any part of Coarse Italian at Glenview Park Golf Club (Walls, Raydoor- sliding door that separates Coarse Italian and the Banquet Room, and Windows). Any damages caused to the walls, fixtures or carpet will be billed to Client. The use of nails or staples is prohibited. Return of all signs and banners are the responsibility of Client at the end of the event. (Client Signature) \_\_\_\_\_

**SMOKING:** Coarse at Glenview Park Golf Club is a non-smoking facility. Smoking indoors is prohibited. If any guest of Client violates this policy and smoke or fire alarms are activated, any fines or other charges that are incurred because of such activation or any damages caused by such violation, shall be Client's responsibility and charged to Client's account.

**OUTSIDE CONTRACTORS:** Coarse Italian at Glenview Park Golf Club offers all services necessary for a successful event. However, if Client finds it necessary to use outside services, any companies, firms, agencies, individuals and groups hired by or on behalf of Client shall be subject to prior written approval of Coarse Italian at Glenview Park Golf Club. Outside contractors may include, but are not limited to kosher caterers, event coordinators or consultants, photographers, videographers, florists, decorators, bands and DJ's. Upon prior reasonable notice to Coarse Italian at Glenview Park Golf Club from Client, Coarse Italian at Glenview Park Golf Club shall cooperate with such contractors and provide them with facilities at the premises to the extent that the use and occupancy of the facilities by the contractor does not interfere with the use and enjoyment of Coarse Italian at Glenview Park Golf Club premises by other guests and members of Coarse Italian at Glenview Park Golf Club. Client's contracts with its contractors will all specify that contractor and Client will indemnify and hold Coarse Italian at Glenview Park Golf Club harmless from any and all damages or liabilities, which may arise by such contractors or through their use. If Client uses outside contractors, any such contractor must provide Coarse Italian at Glenview Park Golf Club with evidence of their commercial general liability insurance policy with limits acceptable to Coarse Italian at Glenview Park Golf Club, in its sole discretion. Client bears all responsibility for the payment of any charges incurred at Coarse Italian at Glenview Park Golf Club by Client's contractors.

**CLIENT'S PROPERTY:** Client agrees Coarse Italian at Glenview Park Golf Club will not have any responsibility for damage or loss of any merchandise, equipment, supplies, signs, banners, written material or any other items left in function rooms, guest rooms or anywhere on Coarse Italian at Glenview Park Golf Club property prior to, during or following the event, including without limitation, any personal property of any attendees. Client is responsible for securing any such aforementioned items and hereby assumes responsibility for loss thereof. Client may not rely on any verbal or written assurances provided by Coarse Italian at Glenview Park Golf Club staff, other than as provided in this Agreement.

**FORCE MAJOR:** The performance of this Agreement is subject to any circumstances making it illegal or impossible to provide or use Coarse Italian at Glenview Park Golf Club facilities, Acts of God, war, terrorism, government

regulations, disaster, civil disorder, curtailment of transportation facilities, strikes, lockouts, or labor disputes, inability to obtain labor or materials, or reasonable substitutes therefore, or other conditions beyond the reasonable control of Coarse Italian at Glenview Park Golf Club. This Agreement may also be terminated for any one of the above reasons by written notice from Coarse Italian at Glenview Park Golf Club.

**INDEMNIFICATION AND HOLD HARMLESS:** Client's Group agrees to defend, indemnify, and hold harmless Coarse Italian at Glenview Park Golf Club, its Owner and affiliates, and each of their respective shareholders, directors, officers, employees, agents and representatives from and against all claims, actions, causes of action, liabilities, costs and expenses, including without limitation reasonable attorneys' fees, arising out of or resulting from or in any way related to the Group's event, and/or any act or omission of Client's Group, its attendees or invitees, or any contractors hired or engaged by Client, except to the extent caused by the negligence or willful misconduct of Coarse Italian at Glenview Park Golf Club.

**DISPUTE RESOLUTION:** Coarse Italian at Glenview Park Golf Club and Client agree to use best efforts to resolve any disputes under this Agreement through informal means. In the unlikely event that formal action must be taken, this Agreement will be interpreted in accordance with the laws of the State in which Coarse Italian at Glenview Park Golf Club is situated and the exclusive venue for any dispute arising out of this Agreement shall be in the county or city in which Coarse Italian at Glenview Park Golf Club is situated.

**ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any previous communications, representations or agreements, whether written or oral. Any changes to this Agreement must be made in writing and signed by an authorized representative of each party.

**MISCELLANEOUS:** The person signing this Agreement on behalf of Client warrants that he/she is authorized to bind the Client. Any provision of this Agreement that is deemed unenforceable shall be ineffective to the extent of such un-enforceability without invalidating or rendering the remainder of this Agreement invalid.

**COMPLIANCE WITH LAWS:** Client shall comply with all Federal, State and local laws, rules and regulations with respect to their activities while on Coarse Italian at Glenview Park Golf Club property, including obtaining any permits required for activities during the event. Coarse Italian at Glenview Park Golf Club may require proof of such compliance prior to the event. Coarse Italian at Glenview Park Golf Club relies upon Client's attendance projections in reserving the appropriate room(s) and in observing all federal, state and local regulations regarding room capacity limitations and health, safety and fire codes. Coarse Italian at Glenview Park Golf Club reserves the right, in its sole discretion, to take any and all actions it deems necessary to cause the event to be in compliance with all laws, rules and regulations, including without limitation, (1) closing the event, (2) requiring certain guests to leave the event, (3) restricting access to the event, (4) restricting the consumption of alcoholic beverages, and (5) monitoring the event. Such actions of Coarse Italian at Glenview Park Golf Club shall be without penalty and Client shall remain liable for all obligations under this Agreement.

**NO ASSIGNMENT:** Client may not assign or transfer this Agreement or any part thereof without the written consent of Coarse Italian at Glenview Park Golf Club. Any attempted assignment or transfer by Client without such consent may, at the option of Coarse Italian at Glenview Park Golf Club, be deemed to be a cancellation of this Agreement by Client, in which case Client shall remain liable for all cancellation charges set forth herein.

**RIGHT OF INSPECTION/ENTRY:** Coarse Italian at Glenview Park Golf Club will have the right to enter and inspect all functions. If Coarse Italian at Glenview Park Golf Club observes any activity which it determines, in its sole discretion, may be illegal or inappropriate, or that may result in harm to persons or objects, Coarse Italian at Glenview Park Golf Club has the right to immediately cancel the event, in which case all of Client's guests and invitees must immediately vacate the premises. In such event, Client will remain liable for all fees and charges related to the function pursuant to the terms of this Agreement.

**OTHER SPECIAL TERMS:**

**Date of Event:**

**ACCEPTANCE OF CONTRACT:**

Please sign and return this contract.

IN WITNESS WHEREOF, Coarse Italian at Glenview Park Golf Club and Group have executed this Agreement in manner and form sufficient to bind them as of the date and year set forth on page one of this Agreement:

**Coarse Italian at Glenview Park Golf Club**

Signature: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

**Client(s):**

**Signature** \_\_\_\_\_

**Print Name** \_\_\_\_\_

**Date:** \_\_\_\_\_