

## EVENT CONTRACT

This Agreement is made and entered into as of \_\_\_\_\_, by and between **800 SHERMER LLC, an Illinois Limited Liability Company d/b/a Coarse Italian at Glenview Park Golf Club** ("Coarse Italian") and \_\_\_\_Dan Burbach/Karen Morrison \_\_("Client"). In consideration of the provisions set forth below, the Parties agree as follows:

All reservations and agreements are made upon, and subject to, the rules and regulations of Coarse Italian and the Glenview Park District, as in effect and subject to change, and the following terms and conditions based upon the information provided by the Client. In the event the information provided by Client materially changes or is incorrect, then this Agreement may be terminated or modified by Coarse Italian, with notice to Client.

### EVENT DETAILS

Client shall have a minimum of thirty (30) guests (the "Guaranteed Guest Count Minimum"). This Guaranteed Guest Count Minimum is required to be met, regardless of whether Client fails to meet its Guaranteed Guest Count indicated herein. Client is required to pay Coarse Italian for all amounts of food and beverage ordered and provided, as agreed herein.

Date	Time	Function	Guest Count	Minimum Price

### TERMS AND CONDITIONS

- **BANQUET AND CORPORATE EVENTS:** Final menu selections must be confirmed at least two (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 Coordinator's Office must be notified of the guaranteed attendance for the actual number of expected guests for the event ("Guaranteed Guest Count") 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 and beverage served at the Event must be supplied and prepared by Coarse Italian. No outside food or beverages shall be permitted, unless approved by the 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.
- All Food and beverage prices are subject to a 25% service charge plus applicable taxes.
- All charges will be based on the Guaranteed Guest Count, unless the guest count is amended by agreement. (For example, if the Guaranteed Guest Count is 100 but only 96 guests attend, then Client will be charged for 100 guests.) Unless agreed in writing by Coarse Italian, additional guests beyond the Guaranteed Guest Count 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 Guest Count.
- 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 or Client's representative will be responsible for full payment of

the event at the conclusion of the event

- Coarse Italian reserves the right to refuse service of alcohol to anyone in its discretion and shall refuse service to a) underage attendees; b) anyone who is showing visible signs of intoxication; and c) anyone who has consumed an amount of alcohol deemed to be excessive.
- 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 allow consumption of alcoholic beverages by: 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 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 assumes the responsibility for any and all damages to property caused by Client to Client's guests, Invitees or other persons attending the function, whether in banquet rooms or any other part of the facility or its grounds. Coarse Italian reserves the right to exclude or eject any and all persons from the function, the facility and/or its grounds, without liability.
- 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 without diminution of the full contract price.
- Signs and Displays: Client shall not display signs or banners in Coarse Italian nor use the name/logo of Coarse Italian and/or the Glenview Park Golf Club in any promotional brochures or ads without prior written approval of the General Manager of Coarse Italian. Coarse Italian 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 Initials)  
\_\_\_\_\_
- Smoking: Coarse Italian 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 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. Outside contractors may include, but are not limited to kosher caterers, event coordinators or consultants, photographers, videographers, florists, decorators, bands and DJ's. Upon Client's prior reasonable notice to Coarse Italian, Coarse Italian 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 the premises by other guests and members of Coarse Italian. Client's contracts with its contractors will all specify that contractor and Client will indemnify and hold Coarse Italian 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 with evidence of their commercial general liability insurance policy with limits acceptable to Coarse Italian, and must present a valid and enforceable certificate of insurance identifying 800 SHERMER LLC, an Illinois Limited Liability Company d/b/a Coarse Italian at Glenview Park Golf Club as an additional insured for the date of the Event.** Client bears all responsibility for the payment of any charges incurred at Coarse Italian by Client's contractors.

- **Client's Property:** Client agrees Coarse Italian 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 the 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 Majeure:** If for any reason beyond Course Italian's or the Glenview Park District's reasonable control, including but not limited to: strikes, labor disputes, acts, regulations or orders of government authorities, civil disorders, disasters, acts of terrorism, acts of war, acts of God, fires, flood or other emergency conditions, any delay in necessary and essential repairs to the restaurant, it is impossible or illegal for Course Italian or the Glenview Park District to perform its necessary obligations under the Agreement, such non-performance is excused and Course Italian may terminate this Agreement without further liability of any nature, and any deposit shall be returned, less any expenses incurred directly attributable to the preparation of the Event. The Parties agree to negotiate in good faith to rebook any Event cancelled under this paragraph but shall not be obligated to rebook any new event. If the parties agree in writing to a new Event, any Deposit shall be applied to such new Event. In no event shall either party be responsible for the loss of profit or other collateral or consequential damages. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the Client setting forth the basis for such termination as soon as reasonably practicable but in no event longer than five (5) days of learning of such basis.
- **Indemnification and Hold Harmless:** Client agrees to defend, indemnify, and hold harmless Coarse Italian, 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 Client's Event, and/or any act or omission of Client's Group, its attendees or invitees, or any contractors hired or engaged by Client.
- **Dispute Resolution:** Coarse Italian and Client agree to use best efforts to resolve any disputes under this Agreement through informal means. In the event that formal action must be taken, this Agreement will be interpreted in accordance with the laws of the State of Illinois.
- 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 property, including obtaining any permits required for activities during the event. Coarse Italian may require proof of such compliance prior to the event. Coarse Italian 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 reserves the right, in its sole discretion, to enter and inspect all Events and 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, (a) terminating the event; (b) requiring certain guests to leave the event; (c) restricting access to the event; (d) restricting the consumption of alcoholic beverages; and (e) monitoring the event. Such actions of Coarse Italian 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. 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.

#### **BILLING/CREDIT PROCEDURES**

By signing below, Client agrees to the terms of the Event Contract and understands the minimum payment upon completion of the Event as set forth herein. Client will be responsible for full payment of the Event at the conclusion of the Event as calculated and based upon Client's actual guest count or the Guaranteed Guest Attendance (whichever is greater), minus deposits previously paid. Please note, the food and beverage costs will include all applicable taxes and a 25% service charge.

**Upon execution of this Agreement, Client must present a valid credit card to remain on file with Coarse Italian until the conclusion of the event.**

**DEPOSIT**

Coarse Italian requires the following deposit:

<b>Due Date:</b>		<b>Deposit subtracted from final total</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 must be received by the dates specified in order to guarantee that Client's event.

**All deposits are NON-Refundable and NON-Transferable.**

**CANCELLATION POLICY**

Client agrees that if this Agreement is terminated, Coarse Italian will suffer economic damages and the following cancellation fees serve as liquidated damages to compensate Coarse Italian for the expenses and losses that result from the Client's cancellation of the Event. Client therefore agrees that if this Agreement is terminated within **sixty (60) days** of the Event date, a non-refundable cancellation fee equal to **eighty percent (80%) of the minimum payment** will be applied to the credit card provided.

Client further agrees that if this Agreement is terminated within **thirty (30) days** of the Event date, a non-refundable cancellation fee equal to **one hundred percent (100%) of the minimum payment** will be applied to the credit card provided.

**ACCEPTANCE OF CONTRACT**

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. The person signing this Agreement on behalf of Client warrants that he/she is authorized to bind the Client.

IN WITNESS WHEREOF, Coarse Italian at Glenview Park Golf Club and Client 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**

**Client**

Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	