



# *Terms of Agreement*

## **VENUE FEE & CONFIRMATION**

The Venue Fee to rent the entire Main Level for the day of event is \$350.00 and Room Rental Fee is \$150.00 to Non-Members. The Venue Fee is not refundable. Shorewood Country Club requires an initial deposit of \$500 to confirm and hold a date. The initial deposit is not refundable. All functions are deemed tentative until 20% of anticipated invoice amount up to \$1000 is received as a deposit. In the event of cancellation, this deposit is not refundable unless Shorewood Country Club is able to schedule a party of equal value for the date you have reserved. The deposit will be applied in full to the bill upon completion of the event.

## **EVENT SPACE**

Event space is reserved only for the time indicated. Additional Event time or set up/ tear down time, if needed, must be specified.

## **FOOD**

All food items must be supplied and prepared by Shorewood Country Club. We recommend that your menu selections and all other catering arrangements be completed at least three weeks prior to your event.

## **BERVERAGES**

We offer a complete selection of beverages to compliment your function. Please note that alcoholic beverage sales are regulated by the New York State Liquor Authority. As a licensee, Shorewood Country Club is responsible for administration of these regulations. Therefore, no alcoholic beverages may be brought onto Shorewood Country Club property, Management reserves the right to confiscate beverages that are brought onto property without consent. Shorewood Country Club management reserves the right to limit or deny alcohol as it deems necessary.

## **GUARANTEED ATTENDANCE NUMBER**

Shorewood Country Club prepares banquet orders in accordance with contractual guarantees. A guaranteed attendance number must be given to Shorewood Country Club 7 days prior to your function. For your convenience, we will be prepared to serve 5% over the guaranteed attendance number. If a guaranteed number is not received seven days prior to your function, we will consider the estimated number on the original banquet order to be the correct guaranteed attendance number or number served if greater. We do not package food for off premises consumption. At no time will alcoholic beverages be packaged for off premises consumption.

## **PAYMENT POLICY**

Full payment by cash or check must be made on conclusion of the event unless prior arrangements have been made with our Financial Manager. Any check that is returned for non-sufficient funds (NSF) shall be assessed a \$50.00 fee and be subject to collections. Credit Card payments are subject to a 5% fee.

## **PRICING**

Prices are subject to change. Shorewood Country Club will not make changes on pricing without notification more than thirty days prior to an event. All food and beverage charges are subject to 8% New York Sales Tax and a 20% service charge.

## **DRESS CODE**

Shorewood Country Club strives to maintain high standards. In the event that a function is being held while Shorewood Country Club is providing services for its members, proper attire must be worn. Our Main dining Room is a formal dining area- no head wear please. In order to maintain standards, Shorewood Country Club requests that a host notifies all attendees of our policy. Hosts are responsible for the conduct and dress of attendees.

## **SMOKING & VAPING**

In accordance with New York State law, we are a smoke free facility. Smoking/ Vaping is not allowed inside any building or under any structure permanently attached to a building. Designated smoking areas are outside the main entrance and bar entrance.

## **PERSONAL PROPERTY**

Shorewood Country Club is not responsible for lost or stolen items. If you will be leaving items behind for later pick up, please provide our Food and Beverage manager with a list of items so we may store them in a secure location.

## **INDEMNIFICATION**

Customer agrees that SCC shall not be liable to Customer, related parties and 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, or (ii) a breach of any covenant, representation or warranty contained herein. Customer shall always indemnify and hold SCC harmless from or on account of injury to persons or any loss of or damage to property caused by any casualty or accident not arising from any negligence on the part of SCC.

## **DAMAGE**

Customer is responsible for all destruction or defacement of SCC property, and shall reimburse SCC for any charges or expenses that are incurred as a result of this Event. If deemed necessary by SCC prior to the 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 shall not be liable for any claims, liabilities, obligations, and causes or actions arising from any negligence on the part of SCC. Customer agrees to protect, defend, indemnify, and otherwise hold harmless SCC and its officers, directors, agents and employees, of and from 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 connections with the Event.

## **INSURANCE**

SCC is not responsible for personal injury to guests or Event participants as a result of accidents due to their own carelessness, nor is it responsible for personal property loss or damage. Customer assumes all liability.

## **FORCE MAJEURE**

If for any reason beyond SCC's or the Customer's reasonable control, including but not limited to strikes, labor disputes, acts, regulations, or orders of government authorities, civil disorder, disasters, acts of war, acts of God, fires, flood or other emergency conditions, any delay in necessary and essential repairs of SCC, or SCC 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 SCC 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, and (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 SCC notwithstanding any investigation made by SCC.

## **RIGHTS OF ASSIGNMENT**

This Contract shall not be assignable by Customer without the prior written approval of SCC, in its sole discretion. Any such assignment without SCC'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 and 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: \_\_\_\_\_ Date: \_\_\_\_\_

Stacey Timmerman Food & Beverage Manager

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Customer

**Banquet/Event Contract**

Group Name		Food & Beverage Director	Stacey Timmerman
Contact		Phone	716-366-1880
Address		Fax	716-366-0038
Deposit Amount	Minimum \$500.00(\$150.00 Room)	Email	stimmerman@shorewoodcc.com
Event Date		Non-Member Venue Fee	\$350.00 Non-Refundable
Time		Event Type	
Room		Estimated Guests	