



*John Swayer
General Manager
Shorewood Country Club
4958 W Lake Rd
Dunkirk NY 14048
716-366-1880 ext. 6
swayer@shorewoodcc.com*

Dear

Thank you for selecting Shorewood Country Club to host your event. We wish to acknowledge and confirm the following definite reservation:

NAME OF EVENT:
DAY/DATE:
TYPE OF EVENT:
NUMBER OF GUESTS:
TIME:
LOCATION:

MEMBER SPONSORED POLICY

The use of the Facilities of Shorewood Country Club is limited to its members and their guests.

A **Non-Member** wishing to utilize the services of the Club must first be sponsored by a **member** of Shorewood Country Club. If a **Non-Member** does not have an active Member Sponsor of Shorewood Country Club, they are required to follow the non-member guideline stated below.

Member hosted events enjoy the benefit of a waived room rental fee.

Member sponsored events enjoy the benefit of a 5% discount on catering menu food prices but are required to pay the appropriate room rental fee.

Non-member events must adhere to all banquet policies, menu pricing, food and beverage minimums and room rental fees.

DEPOSIT SCHEDULE

A NON REFUNDABLE INITIAL DEPOSIT IS DUE ON _____ TO SAVE YOU SPACE AND DATE. PAYMENT IN FULL IS REQUIRED ON THE EVENING OF YOUR EVENT. Non-Payment of deposits could result in a loss of the banquet space. All deposits are non-refundable if you cancel otherwise the deposit will be applied to your final balance. The final payment may be paid by cash, check, cashier check or money order. Credit Cards payments are subject to a 3% fee.

MENU

Final menu selection is due _____. Shorewood Country Club can provide you with a wide variety of services for your function. These services include, but are not limited to buffet service, sit-down service and formal service. If you have a special request not listed, we will be happy to accommodate your needs.

All food items must be supplied and prepared by Shorewood Country Club.

BEVERAGES

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.

GUARANTEE

The guaranteed attendance is required on _____ one (1) week prior to the commencement of your event. This number will be a guarantee even if fewer guest attend.

Shorewood Country Club prepares banquet orders in accordance with contractual guarantees. If a guaranteed number is not received prior to your event, we will consider the approximate number of guests on the Banquet event order to be the correct even if the number served is greater. We do not package food for off premises consumption. At no time will alcoholic beverages be packaged for off premises consumption.

The **Member, Member Sponsor or Non-Member** understands, accepts and is responsible for all financial obligations relating to the event. All Event Charges must be applied to the **Member or Member Sponsor's Account**. In addition, any payment made will be applied towards the Member or Member Sponsor's Account.

Shorewood Country Club cannot be responsible for service to more than 5%.

Should these arrangements meet with your approval, please sign and return the duplicate copy to our office by _____. The individuals below represent that each is authorized to bind his or her party to the Agreement. If this Agreement is not received by the date above, all space referred to herein will be released and neither party will have any further obligations under this Agreement.

CANCELLATION

In the event of cancellation, the deposit is not refundable unless Shorewood Country Club is able to schedule a party of equal value for the date you have reserved.

Event rescheduling requires 30 days' notice. Any applied deposits will transfer to the new scheduled date. Additional fees may be applied if an event is rescheduled with less than 30 days' notice.

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.

DRESS CODE

Shorewood Country Club strives to maintain high standards. If 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.

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| Name of Member: Signature: | |
| Contact Name: | |
| Address: | |
| Phone number: | |
| Email address: | |
| Name of Non-Member: | Signature: |
| Contact Name: | |
| Address: | |
| Phone number: | |
| Email address: | |