



THE CLUBHOUSE
Golf & Entertainment

The Clubhouse Golf & Entertainment
 220 S Main St, Middleton MA
 01949
 T. 978-539-8725

Date:

GUEST'S NAME: EVENT NAME
 PHONE NUMBER: EMAIL
 POST AS: EVENT NAME

EVENT CONTRACT

Pursuant to this contract, once accepted, **EVENT NAME** will hold the following function at The Clubhouse Golf & Entertainment.

DATE	START TIME	END TIME	FUNCTION STYLE	GUEST COUNT

Function space rental fee of \$ /hour

ALL RESERVATIONS AND THIS AGREEMENT are subject to the rules and regulations of The Clubhouse Golf & Entertainment LLC and the following conditions:

1. CANCELLATION POLICY

If you should cancel your function, the Facility shall be entitled to collect one hundred percent of the function space rental fee including food and beverage orders. Taxes will be added to all amounts. Liquidated damages resulting from cancellation shall be due and payable at the time of cancellation.

2. The final attendance for your function must be received in writing by the events manager NO LATER THAN 12:00PM, five (5) working days before the date of the function. If a guarantee is not given to the Facility by the specified time and date, the original estimated attendance would be considered the final guarantee. Your final menu selections must be made no later than 5 days prior to your arrival.

3. All federal and local taxes are charges related to the services rendered by the Facility for your function in addition to the prices herein agreed upon, and you agree to pay them in accordance with the payment terms set forth herein.
4. No alcohol of any kind is permitted unless purchased at the facility during the event. Outside food is permitted at an additional outside catering fee of \$50.
5. No damages shall be due for a failure of performance due to Acts of God, war, terrorist act, government regulation, riots, disaster or strikes, any one of which make performance impossible, or due to restrictions on commodities or supplies. If, for any reason, the space reserved hereunder is not available for the Event, the Facility may substitute other space, and Group agrees to accept such substitutions. In no event will the Facility be liable for consequential damages of any nature for any reason.
6. A credit card number must be submitted with signed contract to guarantee your space. Credit card will be charged for the full amount due on the day of the event.
7. This contract is made and to be performed in Middleton, Massachusetts, and shall be governed by and construed in accordance with Massachusetts law. By executing this agreement, **GUEST'S NAME** consents to the exercise of personal jurisdiction over it by the courts of the State of Massachusetts, and agrees that all litigation regarding this contract shall be brought and maintained only in the courts of Middleton, Massachusetts. In the event of litigation arising from or associated with this contract, the parties agree that the prevailing party therein shall recover its attorneys' fees and costs incurred therein. This contract is the entire agreement between the parties, superseding all prior proposals both oral and written, negotiations, representations, commitments and other communications between the parties, and may only be supplemented or changed in writing, signed by a representative of the group and the Facility's CEO. No representative of the Facility has been or is authorized to make any representation, which varies from the express terms of this contract, though this contract may be supplemented or amended in writing. Group may not assign any benefits arising under or associated in any way with this contract without prior written consent of the Facility. Additionally, should the Facility, in its sole discretion, deem collection action necessary, whether prior to, during or subsequent to litigation, the entire cost of collection, including attorneys' fees, costs, shall be paid by Group.
8. Any personal property of Group or Group's guests or invitees brought onto Facility premises and left thereon, either prior to or following the Event, will be at sole risk of the Group and the Facility will not be liable for any loss of or damage to this property for any reason. Group acknowledges that the Facility does not maintain insurance covering Group's property and that it is the sole responsibility of Group to obtain business interruption, and property damage, and other potentially applicable, insurance covering such losses by Group.
9. Group agrees to conduct the Event in an orderly manner in full compliance with applicable laws, regulations, and Facility rules. Group assumes full responsibility for the conduct of all persons in attendance at the Event and for any damage done to any part of the Facility's premises during any time the premises are under control of Group.
10. Signs and banners are not allowed in the Facility's public areas. Nothing shall be nailed, screwed, pinned or taped to walls, floors, or other parts of the building or furniture. Confetti is not permitted under any circumstance. If Group desires to hang or adhere posters, banners, flip chart paper or other material in the event space or public space, your events manager must be notified of this

request in advance, and will assist Group with the request in order to avoid damage to rooms, walls, etc. Any damage to the Facility as a result of not having prior approval will be billed to Group.

- 11. The persons signing the agreement on behalf of the Facility and **EVENT NAME** each warrant that they are authorized to make agreements and to bind their principals to this agreement.

- 12. This contract shall be deemed accepted only after it has been signed by a representative of the group and thereafter signed by a representative of the Facility. Acceptance may be made by facsimile transmission and this contract may be executed in one or more counterparts, each of which when fully executed, shall be deemed to be an original, and all of which shall be deemed to be the same agreement.

EVENT NAME

GUEST's NAME

Signature: _____

Date: _____

The Clubhouse Golf & Entertainment

Eric Karpinski, CEO/Director of Golf and Operations

Signature: _____

Date: _____