

Purgatory Golf Club

2019 Banquet Event Reservation Agreement

Name of Banquet Event: _____

Event Coordinator: _____

Phone: _____

Street Address: _____

City: _____

State: _____ Zip Code: _____

Date of Event: _____

E-mail Address: _____

Est. No. of Guests: _____

Start Time: _____ End Time: _____

Type: Buffet Plated

Thank you for choosing our Banquet facility for your special occasion. The Staff at Purgatory Golf Club, (the "Club"), will work diligently to make your event a most joyous and memorable one. The Club will host the following event at its facility based on the following terms and conditions.

Room Rental Fees

3 hour timeframe included in package
\$50.00 each additional hour

The Room Rental fee will reserve your room for the date of ____/____/____ with your event starting at _____ am / pm; and ending at _____ am / pm. This Banquet Reservation Agreement (the "Agreement") covers the banquet room specified, full access to the parking lot, clubhouse entry and adjacent bar. All other areas are deemed closed to outside guests.

The Club shall not be liable for non-performance of this agreement, when such non-performance is attributable to labor disputes or strikes, accidents, government (federal, state or municipal) regulations and/or travel restrictions, acts of God and other causes whether enumerated or not, which are beyond the reasonable control of and prevent or interfere with the performance of the Club and its staff.

(Client Initials) _____

FOOD & BEVERAGE: Food and Beverage shall be provided for each person. All food & beverages must be provided by The Club and are subject to 8% Indiana Sales Tax and 20% Service Charge. Plated meals will be subject to an additional 7% serving charge.

Purgatory's Service Charge is a 20% fee charged on all Food and Beverage. Service charge is an industry standard. Your Banquet Event Order (BEO) will show a breakdown of the event elements and their costs, including the service charge, which covers the costs of Purgatory's investment of time to prepare for and staff your event. Gratuities (tips) are not included, and are voluntary.

The Club must be notified of the final Guaranteed Number for banquet guests at least ten (10) working days prior to the Event Date. Food & Beverages will be charged according to the final guaranteed number or actual number on the day of the event, whichever number is greater.

Due to fluctuating wholesale food & beverage prices, menu prices will be guaranteed ninety (90) days prior to the event.

**Purgatory G.C. 12160 216th Street, Noblesville, IN 46060
Phone (317) 776-4653 Fax (317) 776-3084**

(Client Initials) _____.

ALCOHOL: In accordance with applicable Indiana State laws, the Club, a state licensed facility WILL NOT SERVE ALCOHOLIC BEVERAGES TO ANY PERSON UNDER THE AGE OF TWENTY ONE YEARS. Proper identification will be required. All alcoholic beverages MUST be purchased from the Club and served by an employee of the Club. Last call for the bar is (eleven thirty) 11:30 pm unless other arrangements have been made prior to the day. Club reserves the right to refuse alcoholic beverages to anyone deemed, in its own discretion, to be intoxicated or under the age of twenty-one

(Client Initials) _____.

CAKES: Purgatory allows cakes to be brought in from outside licensed vendors and providers. Proof of license and insurance from vendor/provider is required. Purgatory will not hold any liability or responsibility for these items and how they are cared for. We do not offer cooler space or storage space for these items and will not handle them in any other way than cutting and service of them. By signing and initialing you agree that Purgatory Golf Club will not be held liable for these items if they are brought in.

(Client Initials) _____.

CLIENT LIABILITY: The event host, (the “client”), shall be responsible and shall reimburse the Club for any damage, loss, or liability incurred on the premises by the client or their guests and/or by any person or organization contracted by the client to provide service or goods prior to during and after the scheduled event. The Club shall not be responsible for any damage or loss of any merchandise or personal articles left on the premises prior to or after the event.

Deposits are as follows: the deposit for the Club is **\$200.00**. Deposits are due at the time a signed Agreement is submitted to the Club. If this Agreement is not signed and received by the Club within ten (10) days from the date of receivership, this Agreement shall be deemed null and void and of no further force or effect. **The deposit paid will go towards payment of the final bill.** The client understands that upon the payment of the Deposit the Event Date and Time is reserved and the Deposit is **NON-REFUNDABLE**.

(Client Initials) _____.

Balance Due: *the balance due under this Agreement shall be as follows:*

- (a) 50% of total payment shall be made 10 days prior to the event.*
- (b) Payment shall include all Food & Beverage related charges based on the estimated/ guaranteed number of participants.*
- (c) The Remaining balance shall be paid before start of the event.*

(Client Initials) _____.

TAX-EXEMPT ORGANIZATIONS: If the client is tax-exempt, a copy of the tax-exempt certificate must be provided to The Club at the time this Agreement is signed. In the event that the State Controller or other controlling government authority determines that this function does not qualify for an exemption or the client is not tax-exempt, the client shall be responsible to pay all applicable taxes and shall hold the Club harmless for such taxes or other costs regarding the same.

Other than the Deposit, all payments must be by certified check, cash, bank money order, or credit card (Visa, MasterCard, American Express or Discover). Personal and Business checks will be

accepted from returning accounts in good standing. All personal and business checks that are NSF, the Organization may be billed for all charges levied by the financial institution.

All account charges sixty (60) days past due will be assessed interest accruing at an annual rate of 20%. In the event this matter is turned over to an attorney, the Organization will be responsible for reasonable attorney's fees and other costs of collection.

All costs associated with your event including room balance are due in full on the day of the event. Any additional costs, which cannot be pre-paid, will be secured with a major credit card prior to your event.

Remaining food and beverage items may NOT be removed from the facility.

(Client Initials) _____

For Client initiated cancellations our policy is as follows:

- The Deposit the (client) made in Non-Refundable
- 61-90 days - 30% of estimated Food & Beverage total fee & total room fee
- 31-60 days - 50% of estimated Food & Beverage total fee & total room fee
- 30 days or less - 100% of Food & Beverage options total fee & total room fee

(Client Initials) _____

The undersigned represents that he/she has fully read and understands the terms of this Agreement and that he/she is duly authorized to enter into this Agreement on behalf of the client/group. By signing this Agreement you hereby unconditionally and irrevocably guarantee the payment and performance of the client's obligations as set forth in the Agreement.

This agreement, consisting of three (3) pages, constitutes the entire Agreement between the Club and the client. All changes or addendums to this Agreement shall be in writing between the parties.

Accepted and agreed this _____ day of _____, 2019.

Purgatory Golf Club

Coordinator/Client

Print: _____

Print: _____

Sign: _____

Sign: _____