



EVENT CONTRACT

Thank you for choosing Palo Alto Hills Golf & Country Club for your event. The following serves as a letter of agreement between the booking party, herein referred to as ***the Client*** and Palo Alto Hills Golf & Country Club, herein referred to as ***PAHGCC***.

TERMS OF AGREEMENT

Please review the preceding information and initial each line item in the spaces provided for the contract to be accepted and complete. Please return completed contract via scan, fax or drop off along with a check for the *non-refundable, non-transferable retainer* equivalent to the **Rental Fee**. The function space is blocked on a tentative basis only. Upon receipt of the signed copy and retainer, the Club will then consider the event confirmed and the preceding terms binding to both parties.

FOOD AND BEVERAGE

The Food and Beverage minimum cannot be reached by non-food or non-beverage related items. The Food & Beverage Minimum is the responsibility of the Client. Should the actual Food and Beverage revenue drop below the Food and Beverage Minimum, the Catering Department will charge the difference to the Client's account.

Menus and Guest Count: The final menus are due two weeks prior to the event date. The final details and the guaranteed guest count with entrée counts are due one week prior to event date by 12:00PM. You may add guests within 5% of the guaranteed count up to two days prior to event date, but you may not decrease your guaranteed guest count. **Menu prices are subject to change with market fluctuations. Final menu prices may be confirmed (90) days prior to the function.**

Banquet Event Order/BEO: An initial Banquet Event Order will be provided to the Client upon booking of the event. Any updates or changes will be sent to the Client and can be approved verbally or via email. A final event order along with diagram will be sent to the Client after guaranteed guest count is submitted for final review.

Allergy or Dietary Restrictions: It is the responsibility of the Client to inform the Catering Department of any allergy or dietary restrictions of their guests or related parties. If selecting a plated menu option, it will be the responsibility of the Client to provide a list of attendees with respective table numbers and menu choices no later than seven days prior to the event date.

Tastings: One tasting for a maximum of four attendants is included in the booking of each event over (150) people with plated menus and by request only. Tastings will not be provided for buffet items, stations and/or appetizers. Tastings include one salad option and three entrée options. Any extra/additional food items will be charged at full price and added to the final invoice. All tasting dates and times are subject to the Chef's availability. Tastings must be scheduled no later than one month prior to the event date.

Alcohol: All alcohol must be provided by the Club, with the exception of wine. If the Client chooses to supply wine for the event, a corkage fee of \$30, plus house charge and tax, will be charged per bottle opened and added to the final bill. Alcohol service will end thirty minutes prior to the conclusion of the event, regardless of the number of hours included in the Client's purchased bar package.

Bartenders are staffed to the ratio of one bartender per every (75) persons with a fee of \$200 per bartender. Bartender charges will automatically be added to your overall event total. Beverage packages include the bartender fee. PAHGCC reserves the right and at their discretion to stop serving any guests who are at risk of overconsumption.

Initial _____

Any persons bringing in alcohol will be escorted off the property. Additionally, the Client will be charged a \$500.00 fine for any unauthorized alcohol brought into the facility.

FACILITY FEE

The facility fee includes the use of the Event Space, Main Entry Way, Hallway, Guest Restrooms, and Parking Lot for up to (5) hours, (1) hour of set-up and (1) hour of breakdown. Access to all other areas of the Club is not permitted. PAHGCC will supply standard tables, chairs, house linens, napkins and all service ware. PAHGCC will set for the guaranteed guest count unless otherwise specified by the Client.

ADDITIONAL HOURS

Additional event and/or set-up/teardown hours may be purchased at \$500 per hour plus sales tax no less than ten days prior to the function and will be approved based on availability. The Club requires that all events end by 12:00 AM due to the Neighborhood Association Agreement and no hours can be purchased beyond this time. If event exceeds contracted time, the fee will be automatically applied to the final bill.

EVENT POLICIES

Site Visits: Since PAHGCC is a private club, we make an effort to try and minimize the number of non-members on site. Your event coordinator will be available via email and phone appointments. If you would like to visit in person, all meetings must be scheduled in advance, we do not allow walk-in meetings. Please note the Club is closed every Monday.

Open Flame: Unprotected flame is not allowed at the venue (votive glasses or hurricanes must be used for all candles). There is a limit to the number of candles PAHGCC allows.

Animals: With the exception of certified service animals, no pets are permitted on property. Service animals must have a vest, collar or tag that identifies them as such.

Signage: No signage is permitted on Alexis Drive or in front of the Club. This includes, but is not limited to: posters, balloons, and sandwich boards.

Lost and Found: The Client and Vendors must remove all their items from the facility no later than (24) hours after the event. PAHGCC is not responsible for any items left over.

Damages: PAHGCC will not assume or accept any responsibility for damage to, or loss of any, merchandise or articles left on the premises prior to, during, or following events.

Etiquette and Dress Code: PAHGCC requests that all guests remain quiet on their way out from the Club, as it is in a residential neighborhood.

The Client is responsible for advising all guests of PAHGCC's dress code policy.

- Dress Denim is allowed and is defined as non-distressed, clean denim that is free of holes, rips, cuts, tears or frayed material. The following types of denim are not permitted anywhere in the Club; shorts, mini-skirts, work-type denim, bibs, painter pants or denim that is improperly sized, worn low-cut or worn low-slung.
- Workout Attire is not permitted in event spaces.
- Shoes are required.
- Hats/Visors are to be worn with the bill forward.

Valet Service and Parking: Valet parking is contracted by the Club and is mandatory for functions with (50) or more guests. Valet attendant charges, plus tax and service charge, will be applied to the overall event total.

Carpooling or group transportation is mandatory for groups over (250) as the Club is limited to (200) parking spaces during the day.

The Club must be notified no later than **two weeks prior** if the Client intends to use busses or shuttles. If using large busses for guests' transportation, bus drivers must use every effort to be quiet and conscious of our neighbors when returning late at night.

Initial _____

No parking is permitted on Alexis Drive. Any vehicles left unattended on Alexis Drive are subject to tow.

Tips: Tips are not mandatory and at the discretion of the Client. If the Client feels the staff went above and beyond expectations and wishes to provide a tip then they may do so.

PAYMENT

Initial retainer due upon receipt of contract

75% payment of the estimated event charges due sixty days prior to event date

100% payment of estimated event charges due by seven days prior to event date

Final Payment of event charges (outstanding amounts and any additional charges incurred on the day) is due within seven days of receiving the final bill.

Any balance remaining twenty days after the event date, will be subject to a 10% finance charge compounded for each month that it remains outstanding.

Please make Cashier's Checks or Personal Checks payable to *Palo Alto Hills Golf and Country Club "Attention Catering" 3000 Alexis Drive, Palo Alto, CA 94304*.

*Please inquire for ACH Wire Transfer details and Credit Cards as alternative payment method. **All payments are non-refundable including the initial retainer.**

HOUSE CHARGE AND TAX

A mandatory house charge of 22% of food and beverage costs will be collected to pay for services rendered to the client. The house charge is taxable and will be applied to the final invoice.

(California State Board of Equalization Regulation #1603)

Applicable Sales Tax will be applied and reflected on the Banquet Event Order and Final Invoice.

CANCELLATION POLICY

In the event that the Client wishes to cancel this agreement and booking, a percentage of the total Food and Beverage amount will be owed to the Club, based upon the date of cancellation. A formal, written notice of cancellation is required by the Club and, once received, constitutes the date of cancellation.

Date of Cancellation

More than 3 months prior to event

Amount Owed

Initial Retainer

2 - 3 months prior to event

50% of total estimated food & beverage + room rental

1 - 2 months prior to event

75% of total estimated food & beverage + room rental

Less than 1 month prior to event

100% of total estimated food & beverage + room rental

PAHGCC reserves the right to cancel your event if the Client or related parties (included but not limited to: mother, father, planner, etc.) are no longer working towards the same goal and begin to interrupt the planning process. This includes, but is not limited to, threats and demeaning or aggressive behavior towards Club staff or any vendors contracted through PAHGCC.

Force Majeure: This agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party, including but not limited to, war, government regulations, natural disaster, civil disorder, or curtailment of transportation facilities to the extent that such circumstances make it illegal or impossible to provide or use venue's facilities. The ability to terminate this agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical, but in no event longer than ten days after learning of such basis.

Date Change: Event Date can be moved once within the calendar year in which the event is booked. The Client's request for a date change will not receive priority over a tentative hold. Written notice must be given (90) days prior to scheduled date or the Client is to incur cancellation penalties as stated in the Cancellation Policy.

Initial _____

HOLD HARMLESS

The Client agrees to indemnify and hold harmless PAHGCC from any and all claims of every kind. The Client and PAHGCC shall indemnify and hold the other harmless from and against any and all liability, loss, costs, expenses, including without limitation reasonable attorneys' fees and costs of suit, or damages however caused by reason of any injury (whether to body, property, or personal/business character or reputation) sustained by any person or to any person or to property by reason of any act, neglect, default, or omission of said party or any of its Consultants, agents or representatives. Nothing herein is intended to nor shall it relieve either party from liability for its own act(s), omission, or negligence.

The Client agrees to indemnify and hold harmless PAHGCC from any and all claims of every kind, which may be asserted against the venue arising from or incident to the patron's use of the premises, or arising during the use of the premises, except those caused by the acts of the venue or its representatives.

No Warranty: The Facility is provided "AS IS", "WHERE IS" and without warranty as to the suitability of the facilities for Client's intended use. The Client shall be responsible for the repair and/or replacement of the facilities to the extent of the repair or replacement resulting from the Client or its agents, contractors, employees, invitees, or subcontractors' negligence, misconduct, misuse, abuse, or breach of the terms and conditions of the agreement. The Client is responsible for the behavior and actions of their guests.

PAHGCC has the right to exclude or reject any and all objectionable persons from the premises without liability.

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE

PAHGCC agrees to use to its "good faith" efforts to ensure its compliance with the requirements of the Americans with Disabilities Act, its regulations and guidelines.

ACCEPTANCE

This Agreement will constitute a binding contract between both parties. All rooms and spaces referred to herein are not confirmed until the fully executed Agreement and retainer are received.

PAHGCC and the Client have agreed to and have executed this Agreement by their authorized representatives as of the date indicated below.

Printed Name: _____

Signature: _____

Date: _____

Initial _____