

John Doe - Thursday, Jan 01, 2015

CLIENT CONTRACT & AGREEMENT

Event Information

Event Type: Wedding
Date: Jan 01, 2015

Contacts

Client 1:	Client 2:
Email:	Email:
Phone:	Phone:
Address:	Address:

Package Summary

Includes:

Table and Chair Rentals	Use of our tables and chair inventory to furnish your event.
Carousel	One hour use of 1950s carousel (either immediately after beach ceremony or first hour of 'reception only' events)
Event Setup Time	Vendor Setup Time (2 hours)
Event Break Down Time	Vendor Breakdown Time (1 hour)
Rotunda Building	Use of 5200 square foot Ballroom, Rotunda Restrooms and Lower Rotunda for Catering (5 hours)
Beach Ceremony	Ceremony Site Fee, includes use of wedding arch and up to 100 White Garden Chairs (30 Minutes)

Package Value:	\$4,500.00
Tax:	\$0.00
Contract Value:	\$4,500.00

Payment Terms

- \$500.00 on date of booking
- 100% of remaining balance 90 days before event

Contract Terms

This lease shall last for a total rental period of **8.5** hours:

Event Set Up Time 3:30 PM to 5:30 PM

Event Time: 5:30 PM to 11:00 PM (*Ceremony, 530-6p; Carousel, 6-7p; Reception, 6-11p*)

Event Clean Up Time: 11:00 PM to 12:00 MIDNIGHT

*CLIENT(S) desire to lease the premises as a site for a social or business event or function, not to exceed **175** persons.*

The parties desire to enter into a base agreement defining their respective rights, duties, and liabilities relating to the premises.

In consideration of the mutual covenants contained herein, the parties do hereby agree as follows:

1. VENUE RENTAL FEE(S)

The CLIENTS agree to pay a non-refundable deposit of \$500.00. This payment is for the use of the Venue for the specified date and is payable at the time of contract signature. If for any reason, the Venue is unable to fulfill its contractual obligation under this contract, the entire deposit will be returned with no further penalties or liabilities. In the event of a cancellation by the CLIENT, this deposit will be non-refundable.

A refundable security/damage deposit of \$500.00 (to be paid by separate check or money order, returnable to the CLIENT(S) up to two (2) weeks after the event date has been held once property has been inspected for any potential damage from the event.

2. DATE CHANGES:

In the event the CLIENT(S) is forced to change the date of the event, every effort will be made by the Venue to transfer reservations to support the new date. The CLIENT(S) agree that in the event of a date change, any expenses including but not limited to deposits and fees that are non-refundable and non-transferable are the sole responsibility of CLIENT(S).

3. CANCELLATIONS:

In the event of a cancellation, security deposit is non-refundable.

4. UNFORSEEN EVENTS:

The CLIENT(S) cannot hold the Venue responsible for failure to provide the basic facilities and services due to emergencies, catastrophes or interruptions of public utilities. If an Act of God were to occur preventing the event from taking place as scheduled, the Venue will allow for the event to be rescheduled, pending availability, with no penalty. Last minute cancellations of outdoor site due to inclement weather will not be considered for refunds.

5. COURTESY PROTOCOL:

The Venue reserves the right to request any person or group of people acting unruly and contrary to rental regulations to leave the premises. Assistance from law enforcement agencies may be acquired if this request is not met immediately.

6. LIABILITY:

CLIENT(S) shall release, hold harmless and indemnify the City of Newport from all liability for any injury to CLIENT(S) or social guests, resulting from any cause whatsoever, including known or unknown dangers, including but not limited to acts of nature and intentional or negligent acts of third parties, but accepting intentional acts of the City of Newport. Further, CLIENT(S) shall indemnify the City of Newport against any claim for loss, damages or injury made by CLIENT(S)'s social guests.

The City of Newport recommends that CLIENT(S) obtain and maintain at all times during the term of this Agreement a policy of general liability insurance from an insurance company licensed to do business in Rhode Island. Such insurance shall name the City of Newport as an additional insured and loss payee and shall be evidenced by a Certificate of Insurance and submitted to the City of Newport/Easton's Beach.

7. RULES & REGULATIONS:

CLIENT(S) and their agents hereby further agree to abide by any and all Rules and Regulations of the Ballroom at Easton's Beach. Such rules and regulations are deemed to be a part of this agreement and also include the alcoholic beverage policy. Hired services attached herein and

made a part thereof.

- Premises as a site for a social or business event or function, not to exceed **175** persons.
- It is the responsibility of the CLIENT(S) to retrieve ALL ITEMS brought onto the property on the DAY OF function.
- PHOTO RELEASE: The Venue may use photos of your event setup/décor for advertising purposes.
- The event start time listed above is the time that should be printed on all invitations, NO EARLIER.
- ALL RESERVATION DEPOSITS ARE NON-REFUNDABLE.
- Parking lot gates are locked and secured shortly after the event end time. The Venue is NOT RESPONSIBLE for any vehicle left in parking lot overnight.

For items not specifically stated here, the decision of the Venue management is final.

8. PERSONAL PROPERTY:

The Ballroom at Easton's Beach, it's agents, and the City of Newport are not responsible for damage, loss or theft of personal property of CLIENT(S) guests or anyone involved in the event.

The Venue not responsible for lost or stolen articles, including cards placed in card boxes or baskets. The Venue are NOT RESPONSIBLE for any items that are left behind, including gifts, centerpieces, extra favors and décor.

9. ENTIRE AGREEMENT:

This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

10. AMENDMENT:

This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

11. SEVERABILITY:

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

12. WAIVER OF CONTRACTUAL RIGHT:

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

Signatures

X

Client 1

X

Client 2

X

Easton's Beach Rotunda
Ballroom

