

# Standard Terms and Conditions Pertaining to Banquets, Receptions and Private Functions

## 1. TAXES AND SERVICE CHARGE

All food & beverage is subject to a 23% service charge and 8.1% sales tax, which is subject to change. The entire service charge is retained by the Hotel to cover non-itemized costs of the event.

## 2. GUARANTEE

You will provide us with a Guarantee of the exact number of persons who will attend your event. Guarantees must be submitted via facsimile or email to your catering or conference services manager by 11 a.m. local time (3) full business days prior to an event. For events occurring on Monday, Tuesday or Wednesday, Guarantees are due the previous Friday by 11 am. At the event, if the number of guests served is less than the Guarantee, you are responsible for the number guaranteed. If the number of guests served is greater than the Guarantee, you are responsible for the total number of guests served. If your guaranteed attendance increases by more than 5% less than 72 hours prior to your event, the Hotel reserves the right to charge 10% surcharge on menu prices due to increased costs incurred. Additionally, the contracted menu items may not be available for the additional guests added within 72 hours of the event.

The Hotel will prepare food and beverage for an additional 5% over the Guarantee for groups up to and including 250 people. The Hotel will prepare food and beverage for an additional 3% over the Guarantee for groups larger than 250 people.

## 3. LABOR CHARGES

You will be billed for the following labor per person, per hour plus tax:

Chefs for Food Stations (Carving, Omelet, etc.):\$100.00

Bar Labor: \$100.00

Staffing for Bars: 1 Bartender per 100 guests

Labor charge for food and beverage functions with 25 or fewer guests: \$75.00

Additional labor charges may apply for additional services requested, event changes made less than 48 hours in advance or for extraordinary cleaning required by use of glitter, confetti or similar items. Labor charges are not tips, gratuities or service charges and are retained by the Hotel.

## 4. PRICING

Food and beverage menu prices cannot be guaranteed more than 60 days in advance.

## 5. FOOD AND BEVERAGE POLICIES

Due to licensing requirements and quality control issues, all food and beverage to be served on Hotel property must be supplied and prepared by Hotel and may not be removed from Hotel property. Alternate menu selections (vegetarian, etc.) will be deducted from the total Guarantee. Should either the number of alternates or the designated entrée not be adequate, you will be asked to confirm in writing whether or not to incur the additional cost of preparing more entrees or alternates.

## 6. ASSIGNMENT OF FUNCTION SPACE

The room(s) designated for your event requires a minimum revenue guarantee for rental. Hotel reserves the right to relocate your event to a different room or to charge additional function space rental fees based upon the final Guarantee received. We will discuss with you and confirm in writing whether you would prefer to pay additional function space fees or move to a smaller function room. You will still be responsible for meeting the applicable Minimum Revenue Guarantee if your function location is changed or increased function space charges are incurred.

## 7. SHIPPING AND STORAGE

Hotel does not have storage space for crates, pallets or large shipments. Any materials to be sent to Hotel may arrive no earlier than 3 days in advance. A handling and storage fee will be added to

your Master Account charges for any materials sent to Hotel. Hotel will not be responsible for any loss or damage to materials sent to Hotel prior to your event date. Please refer to Package Handling Documentation for all shipping and receiving charges.

## 8. DISPLAYS, DECORATIONS, ENTERTAINMENT

All displays, exhibits, decorations, equipment, musicians/entertainers must enter the Hotel via the Tabor Center Loading Dock. Delivery time must be coordinated with the Hotel in advance. Special ingress and egress, insurance and security requirements may apply in the case of events with decor, sets, special lighting or special sound; please consult with your Catering and Convention Service Manager prior to finalizing such arrangements. Nothing may be attached to the walls and ceilings. A walk through is to be arranged with a designated person and Hotel representative after the dismantling. You are responsible for obtaining all applicable Fire Marshall approval or permits required for your event. You are also responsible for obtaining all required ASCAP or BMI licenses for entertainment or music performances at your event.

## 9. SECURITY AND CONDUCT OF EVENT

Hotel does not provide security in the meeting and function space and all personal property left in the meeting or function space is at the sole risk of the owner. You agree to advise your attendees and guests that they are responsible for safekeeping of their personal property. You may elect to retain security personnel to safeguard personal property in the meeting and function space, and/or Hotel reserves the right based on its reasonable judgment to require you to retain security personnel in order to safeguard guests or property in Hotel. Any security personnel retained by you must be at your own expense and from a licensed security company that meets the minimum standards established by Hotel, including insurance and indemnification requirements, and at all times remains subject to Hotel's advance approval. Security personnel are not authorized to carry firearms without advance Hotel approval. The Hotel reserves the right to inspect and control all private functions. You agree to begin your function at the scheduled time and agree to have your guests, invitees and other persons vacate the designated function space at the closing hour indicated. You agree to reimburse Hotel for any overtime wage payments or other expenses incurred by the Hotel because of your failure to comply with these requirements. You are responsible for any damage to Hotel or Hotel property caused by your attendees, vendors, contractors or agents. You agree to comply with all applicable federal, state and local laws and Hotel rules and policies (copies of which are available from the Catering Department) governing the Contract and event, including any rules, regulations or requests of the U.S. Department of Homeland Security. Hotel reserves the right to refuse service to any persons or prohibit any activity which in the sole judgment of the Hotel may be harmful or cause an unreasonable disruption to the property, its guests or employees.

## 10. INDEMNIFICATION

Each party hereby agrees to indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims or causes of action resulting from the negligence, gross negligence or intentional misconduct of the party indemnifying or its respective officers, directors, employees, agents, contractors, members, participants or attendees (as applicable), provided that with respect to officers, directors, employees, and agents, such individuals are acting within the scope of their employment or agency, as applicable.

I have reviewed and approved the Banquet Event Orders which follow and acknowledge that the above terms and conditions apply to all events taking place at Hotel.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

(Version: as of 05/08/06)