

THE HOTEL ARVON & THE CELTIC COWBOY EVENT CONTRACT

Date: June 8, 2021

Name: Joe Smith
Phone Number:
Email Address: JoeSmith@email.com

Dear ,

Thank you for your interest in The Hotel Arvon and The Celtic Cowboy! The following serves as a letter of agreement between and The Hotel Arvon and The Celtic Cowboy. The block below shows your basic plan as discussed with our event planner:

Table with 8 columns: Date, Start Time, End Time, Function, Room, Setup, # of Guests, Food & Beverage. Row 1: 6p, 7:30, DH, Cocktail, 50.

Contract Due

These arrangements are considered tentative pending the return of the enclosed designated copy of this letter with your signature and any other requirements outlined in this letter by June 7, 2021.

Event Space Pricing:

Darkhorse Hall (\$150 refundable deposit) \* - \$150 room fee includes 3 hours of usage. Additional time is \$50/hour. Additional time after 10pm \$75/hour

Wine Snug (\$105 refundable deposit) \* - \$105 room fee includes 3 hours usage. Additional time is \$35/hour. Additional time after 10pm \$50/hour

Parlor (\$60 refundable deposit) \* - \$60 room fee includes 3 hours usage. Additional time is \$20/hour. Additional time after 10pm \$50/hour

Set-up fee - \$2 per event attendee

Bartender (downstairs) - \$20/hour charge - \$60 minimum

\*see cancellation policy below for deposit refund terms

Service Charge:

A service charge of 25% buffet and 35% plated is assessed on the food and beverage total only. This charge includes gratuity for all service staff (servers, cooks, bussers, and event planners) and precludes the expectation of additional gratuity. This service charge is not applied to cash bar purchases. Initial: \_\_\_\_\_

**Guarantee**

For food and beverage functions, final numbers must be received no later than 12 Noon, 4 business days prior to your functions. Guarantees for a Monday event are due by 12 noon the preceding Thursday. This number will be considered your guarantee, not subject to reduction, and charges will be made accordingly. If we have not received a guarantee by the due date, the approximated number of attendees as stated in this contract will be used as your guarantee and you will be billed at this number or the actual number of guests served, whichever is greater. Initial: \_\_\_\_\_

**Reserved Space**

Our room recommendation is based on the size and need of the group. The Hotel reserves the right to reassign the space based on best utilization of all function space if the guaranteed number of attendees increases or decreases. Space is available only during the times noted unless hotel management has made written authorization. Once the room has been set and changes are needed at the request of the group contact, a change fee will be applied, calculated based on a labor charge of \$50.00 per man hour with a one-hour minimum. Initial: \_\_\_\_\_

**Displays, Decorations and Patron’s Property**

All displays and/or decorations proposed by Patron shall be subject to the prior written approval of Hotel & Restaurant in each instance. All decorations must be put up and taken down completely by the group. Please do not use nails, tacks or pushpins in the walls. There are hooks distributed throughout the beams and posts. No glitter, or confetti allowed. If used the group may be subject to an additional cleaning fee. Due to the fire hazard and the cost of wax cleanup, please do not use unshielded wax candles without drip trays. The patron will be charged \$50/hr for wax cleanup and/or replacement cost of ruined property. Initial: \_\_\_\_\_

**Menu**

Please see menus attached with the contract email.

Celtic Cowboy menus represent items which we feel are appropriate for your event. Please keep in mind that these are suggestions, and we will be happy to customize a menu that might better suit your needs. Details for your banquet event order should be finalized a minimum of 7 business days prior to the actual event. Menu prices are subject to change with market fluctuations.

Initial: \_\_\_\_\_

**Food and Beverage Service**

If alcoholic beverages are to be served on the hotel premises, the Hotel & Restaurant will require that beverages be purchased and dispensed only through its employees and bartenders. The Hotel’s alcoholic beverage license requires the Hotel & Restaurant to (a) request proper identification (photo ID) of any person of questionable age and refuse alcoholic beverage service to any person underage or proper identification cannot be produced; and (b) refuse alcoholic beverage service to any person who, in the Hotel & Restaurant’s sole judgment, appears intoxicated. No food or beverage shall be brought into the hotel by patrons or attendees from outside sources except for pre-approved items, e.g., birthday or wedding cakes. No Alcoholic Beverages are permitted to be brought in from outside sources. No patron-supplied cooking or heating equipment is permitted.

For events requesting bar service in the Dark Horse Hall, we offer two options: 1) We have 6 beer taps, 2 wine taps and a variety of mixed drink options in the room with a dedicated bartender at a charge of \$30/hour, OR 2) Alcohol can be preordered and placed in the room for self-service.

For Wine Snug drink service 1) Pre ordered alcohol can be arranged in the room for self-service 2) Events with fewer than 15 people may order drinks from the upstairs bar. Initial: \_\_\_\_\_

**Additional Service Staff and Overtime**

Additional service staff can be made available for your specific needs consult with your event manager for fees. Additional service staff fees will start at the contracted start time and end when the staff service ends. Initial: \_\_\_\_\_

**Billing, Menu options and pre-order requirements**

For events of 15 or less people with guests ordering off our restaurant menu, we will accept individual payment for meals. 35% service charge (gratuity) will be added to each separate bill and precludes an expectation of additional gratuity.

**For events of more than 15 people food must be pre-ordered through the banquet menu and paid for in one transaction.**

Your deposit is due at time of signing. The deposit will be applied to your final bill at the end of your event. To guarantee payment, it is necessary that we acquire a check or major credit card number with expiration date and authorized signature prior to your arrival. Full payment is required at the end of the event except for pre-arranged Celtic Cowboy House Accounts which will be invoiced. Initial: \_\_\_\_\_

**Security**

No security (in the form of licensed security guard, alarms or otherwise) is provided by the Hotel & Restaurant. Initial: \_\_\_\_\_

**Conduct of Event**

Patron assumes full responsibility for the conduct for all persons in attendance and for any damage done to any part of the Hotel or Restaurant’s premises during any such times that premises are under the control of Patron, Patron agent, invitees, employees, or independent contractors employed by Patron. Hotel & Restaurant reserves the right to exclude or eject all objectionable persons from the function, or the premises, without liability. Patron hereby identifies and holds harmless Hotel & Restaurant against all claims, liabilities, or costs, including reasonable attorney's fees and whether by reason of personal injury or death or property damage or otherwise, arising out of or connected with the Event or this agreement, caused or contributed to by the negligence of Patron, or any guest, invitee or agent of Patron or any independent contractor hired by Patron.

If a face covering mandate is in force in this jurisdiction during the event, it is expected that all guests of Hotel Arvon/ Celtic Cowboy Pub and Restaurant/ Darkhorse Hall and the Wine Snug wear face coverings while moving throughout the common areas of the establishment and while in the restaurant unless seated at a table. Initial: \_\_\_\_\_

**Short Notice Events**

We will try to satisfy our customers request for events on short notice (7 days or less prior to event). The deposit required will include the room fee and 25% of contract estimate total. Our ability to execute short notice events depends on room availability, and our ability to schedule staff and order food to meet your needs. All short notice events will be charged an additional 10% service charge (35% buffet and 45% plated or off menu) on food and beverage totals. Any cancellation will forfeit the full room deposit. Initial: \_\_\_\_\_

**Changes**

If changes must be made to a signed contract, e.g., timing, numbers of guests, menu items, or beverage plans, we reserve the right to add change order fees to cover the additional expenses.

Initial: \_\_\_\_\_

**Cancellation**

Cancellations made 14 days or fewer prior to the event will forfeit the full deposit. Cancellations made within 7 days will forfeit deposit and the lesser of \$200 or 10% of full contract amount. Cancellations made within 48 hours of the event will forfeit the full deposit and the lesser of \$300 or 25% of the full contract amount. If special menu items have been chosen, cancellation within 7 days of the event will forfeit entire deposit and 50% of the full contract amount.

Cancellation due to uncontrollable circumstances, i.e., severe weather events, natural disasters, as determined by management, within 24 hours of event will be charged a cancellation fee if the event is not rescheduled within a reasonable period.

Initial: \_\_\_\_\_

**FORCE MAJEURE**

Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid an economic loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

Initial: \_\_\_\_\_

**COVID-related cancellation**

Force Majeure is not invocable for COVID-related cancellation. The terms above will govern charges against a deposit and/or additional charges for late cancellation. If COVID is a concern, please wait to schedule until the risk is gone. We thank you.

Initial: \_\_\_\_\_

**Intent to Cancel (Only sign in the case of cancellation):**

Patron shall sign and date below and return a copy of the cancelled contract to the Hotel & Restaurant.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Event Guarantee:**

Initials in all sections, signature on contract and payment method is required to guarantee room reservation.

Arvon Block LLC agent: \_\_\_\_\_

Date: \_\_\_\_\_

Patron Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Patron Printed Name:

Alternate Event Point of Contact Information

Name: \_\_\_\_\_

Contact number: \_\_\_\_\_ Contact Email: \_\_\_\_\_

Payment Method: Cash / Credit Card / Check

Credit Card Authorization

Name on Card: \_\_\_\_\_

Credit Card Type: \_\_\_\_\_

CVV Credit Card: \_\_\_\_\_

Billing Address: \_\_\_\_\_

Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Credit Card Holder's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Best regards,

Peter Jennings  
Owner  
Hotel Arvon/Celtic Cowboy

Brianna Young  
Hotel Manager/Events Coordinator  
The Hotel Arvon