

Name of Contact \_\_\_\_\_

Address \_\_\_\_\_

City/Village \_\_\_\_\_ Zip \_\_\_\_\_

Date of Function \_\_\_\_\_ Time of Function \_\_\_\_\_

Type of Function \_\_\_\_\_ Estimated Number of Guests \_\_\_\_\_

Approved By: \_\_\_\_\_ Date Confirmed \_\_\_\_\_

**GUARANTEED NUMBER OF GUESTS DUE FIVE WORKING DAYS PRIOR TO FUNCTION  
MENU SELECTION CONFIRMED TWO WEEKS PRIOR TO FUNCTION**

Deposit Received Amount: \_\_\_\_\_ Date Received \_\_\_\_\_

**For example: Three (3) hour time block for your Function.**  
5:00 p.m. - 6:00 p.m. Set up time.  
6:00 p.m. - 9:00 p.m. Function.  
9:00 p.m. The Function is over.  
Guests must leave or opt to take elevator to the first floor Factory Eatery and enjoy our fifty foot bar area with our friendly bartenders so Staff can vacuum, sweep and mop the floor. If your Guests do not leave, **OVERTIME FEES WILL BE BASED ON FULL HOUR INCREMENTS ABOVE THE THREE HOUR LIMIT AT A RATE OF \$350.00.**

**THE FACTORY EATERY & SPIRITS BANQUET CONTRACT**

1. The customer, on behalf of the customer and all customer’s guests, expressly agrees to indemnify, release and hold The Factory (“Restaurant”) harmless of, from and against any and all losses, costs of collection, damages, attorneys fees, expenses, and all other claims & liability growing out of, or resulting from this agreement, customer and customer’s guests, or third parties’ personal injury associated with use of said premises (including but not limited to slips and falls), the service and consumption of alcoholic beverages and/or food, and any act of negligence by the Restaurant. The Restaurant is not liable for utility outages including but not limited to water, natural gas, and electricity. No refunds will be made should utility service be interrupted.

2. Should the Restaurant find that any customer or guest has brought any type of alcohol onto the premises without prior written approval by the Restaurant management, or allows any minor to consume any alcoholic beverage (everyone must have a valid I.D. in their possession), the Restaurant reserves the right to close the bar immediately and/or terminate the function entirely at the customer’s expense. In addition, the customer will be responsible for all fines, loss of business, assessments

and liability as a result of the above.

**3. Deposits are nonrefundable** if reservation is cancelled. If customer books the function prior to the scheduled event, all amounts paid to date are nonrefundable. Deposits are nontransferable.

**4. Prices DO NOT include Federal, State and Municipal taxes** which may be applicable. **A 20% service charge will be added** to the prices, and then a **New York State Sales Tax will be added**. Prices are subject to change prior to the function. An overage charge of \$350.00 per hour will be charged for time over the agreed three hour period.

**5. The final guarantee of the number of people attending your function must be phoned, faxed or provided in person to the Restaurant office at least five (5) working days PRIOR to the event.** Please note the minimum number of guests that the customer guarantees or the minimum guarantee of food revenue as stated on the front of the banquet contract cannot be reduced. Customer will be charged and pay the greater of the following numbers: \* The minimum number of guests (which customer guarantees by phone, fax or in person) will attend or the number of guests attending the event (whichever is greater) times the selected menu item price, plus beverages, plus all additional arrangements, service charge and tax. \* Note: None of these guarantees can be reduced after being stated. \* The Restaurant sets and prepares 5% over the stated number of guaranteed guests; we do not set and prepare an overage for hors d'oeuvres.

**6. Customer agrees to be responsible for any and all liability and damage done to the premises during the period of time for setup, the actual event, and tear down by customer, customer's guests and customer's suppliers and other third parties who are present at customer's request.**

**7. The Restaurant will not assume any responsibility for the damage or loss of any merchandise or articles left on the premises prior to, during or following the event, including but not limited to personal articles, cake decorations, pillars, dividers and cake tops.**

**8. Decorations and decoration materials, including candles must conform to local fire department regulations; it is expressed prohibited for banners, or materials of any kind to be affixed to ceiling, walls, partitions, or curtains in any of the rooms without prior Restaurant management approval No confetti.** If used anyway, there will be a charge of \$200.00 added to the final bill.

**9. All sums not paid in full when due will bear interest at the highest rate of interest associated allowed by law until paid in full. The restaurant will also be entitled to recover all costs associated with the collection of any sums due, including court costs and attorney fees.**

**10. There will be no split checks. Event in its entirety will be paid on one check**

unless previously arranged with Restaurant management.

- 11. Severability. Should any portion of this agreement be found to be invalid by a court of law, the invalidity of that portion of the agreement shall not affect the validity of the remaining portion which shall remain in full force and effect.
- 12. No food or beverage may be brought onto the premises or related areas without prior written approval by the restaurant management. Should the Restaurant find that any customer or guest has brought any type of food or beverage onto the premises or related areas without prior written Restaurant management approval, Number 2 above will apply and in addition, a charge equal to the full price the Restaurant would charge for the items brought onto the premises by customer, plus service charge and tax will become immediately due and payable by the customer.
- 13. Unused food and beverages leftover remains the property of The Factory Eatery & Spirits and will be disposed of as required by the NYS Health Department. **No confetti.** If used anyway, there will be a charge of \$200.00 added to the final bill. Agreed:

\_\_\_\_\_  
Sign

\_\_\_\_\_  
Print

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

\*\*\*\*\*

I authorize all deposits and damages to be charged to this card.

Credit Card # \_\_\_\_\_ Exp. \_\_\_\_\_

Name on card \_\_\_\_\_

Signature \_\_\_\_\_