



Buffalo Launch Club

*503 East River Road
Grand Island, NY 14072
www.buffalolaunchclub.com
716-773-7629*

SPECIAL EVENT CONTRACT

CONTRACT DATE:

EVENT DATE:

CLIENT'S NAME:

GROUP NAME (if applicable):

ADDRESS:

HOME PHONE:

CELL:

E-MAILS:

EVENT TYPE:

WEDDING CEREMONY ON PREMISES: Y / N

ARRIVAL TIME:

EST. NO. OF GUESTS ATTENDING: +/-

NON-BLC MEMBER FACILITY FEE: \$

EVENT DEPOSIT: \$

PLEASE NOTIFY BLC THE EXACT NUMBER OF GUESTS ATTENDING 10-DAYS PRIOR THE EVENT. THIS WILL BE CONSIDERED A GUARANTEED NUMBER FOR WHICH YOU WILL BE CHARGED.

**FINAL PAYMENT: DUE AT THE CONCLUSION OF THE EVENT
PLEASE MAKE ALL CHECKS PAYABLE TO "BUFFALO LAUNCH CLUB"**

THIS CONTRACT is made and entered into this ____ day of _____ [Mon. /Yr.] by and between Buffalo Launch Club and _____ (“Client”) as follows:

CONTRACT TO PURCHASE.

Client acknowledges that the completion, execution and delivery of this Contract to the BLC, together with the payment of the Deposit, as described below, constitute Client’s irrevocable offer to purchase and hold an Event at the BLC.

PAYMENT AND DEPOSIT:

A \$_____ non-refundable deposit in the form of a check or cash must be received upon execution of this Contract. The final payment due under the Contract must be paid prior to the commencement of the Event or as agreed by the BLC. The final payment may be made by check, money order or cash. Any check that is returned for non-sufficient funds [NSF] shall be assessed a \$50.00 fee and be subject to collection.

SPECIAL TERMS AND CONDITIONS:

To reserve the main banquet room for a private party there is a guaranteed minimum number of guests that pay full price. Children 3 years and younger are not charged.

CANCELLATION:

If the Client cancels the Event in its entirety, BLC shall have suffered damages equivalent to the lost profits that the Club would have made from the food, beverage, and facility fee, incidental purchases, etc. in connection with the Event. The parties acknowledge that it is difficult to quantify such damages and instead have agreed that the BLC can assess a fee against the Client as liquidated damages and not as a penalty. Such damage amount agreed to be expressed as a percentage of food, beverage revenue, and facility fee, incidental purchases, etc. lost by the BLC as a result of the said cancellation, as reasonably determined by the BLC. Should the Client decide, for any reason, to cancel the Event, the Client agrees to pay the following damages:

<i>If written cancellation is received:</i>	<i>Percentage of the Event cost due the BLC:</i>
<i>More than 181 days prior to scheduled event</i>	<i>Booking deposit will be held as payment</i>
<i>180-121 days prior to scheduled event</i>	<i>60%</i>
<i>120-30 days prior to scheduled event</i>	<i>80%</i>
<i>Less than 30 days prior to scheduled event</i>	<i>100%</i>

EVENT SPACE

Event space is reserved only for the time indicated. Additional meeting/event time or set up/tear down time, if needed, must be specified in this contract. Should you anticipate any program revisions, please advise us as soon as possible so that we may reserve the appropriate space. Any new function space requirements subsequent to the program outlined above shall be subject to space availability and additional changes at the time requested. The BLC reserves the right to re-assign function space with prior written approval from the Client.

PRICE CHANGES

All menu prices are valid for ninety [90] days prior to the Event date. Alternatively, the BLC, at its option, may in the event of increased costs make reasonable substitutions in menu items and Client agrees to accept such substitutions with prior written notice.

NUMBER OF ATTENDEES

The guaranteed number of attendants at each catered function must be communicated to the Banquet Manager

at the BLC not less than ten [10] working days, excluding holidays, prior to the event. Final charges will be based on the guaranteed number of attendees [or the number of persons for which the catered portion of the event was originally booked, if no guarantee number is provided] or the total number served, whichever is greater.

LABOR AND SERVICE CHARGES

The BLC reserves the right to charge a service fee for the set-up of rooms with extraordinary requirements. There is also a "No Confetti" policy. If ignored by the host or their guests, a \$200.00 cleanup fee will be added to the hosts' bill.

TAXES, SERVICE CHARGES, AND FACILITY FEE

A BLC Facility Fee for Non-BLC Members and 20% taxable service / administrative charge and state sales tax will be added to all charges. Sales tax will be compiled in strict accordance with federal, state, and local tax regulations on all other charges. All taxes and service charges are subject to change.

FUNCTION SERVICES AND CATERING

Prior to the event, the BLC Banquet Manager will contact the Client (or other authorized representatives) to assist in detailed planning and preparations for catered functions comprising the event. It is agreed that all on-site food and beverage will be made through the BLC. Wedding Cakes and desserts provided by an outside vendor are permitted, with the provision that the products are made in a commercial establishment. Any "home-made" desserts or other food items are not allowed to be served on premise. The BLC reserves the right to cease service of alcoholic beverages in the event that persons under the state or province mandated age limit is present at the function and attempt to receive service of alcoholic beverages. In addition, the BLC may request proper identification [photo ID] of any person of questionable age and refuse alcoholic beverage service if either the person is under age or proper identification cannot be produced, and refuse alcoholic beverage service to anyone, in the BLC's judgment, that appears to be intoxicated.

INDEMNIFICATION

Client agrees that BLC shall not be liable to Client, its officers, directors, agents, servants, employees or participants in the Event, for any and all claims, actions, proceedings, damages, costs, expenses, losses and liabilities, including, but not limited to, reasonable attorney's fees both at trial and on appeal, in whole or in part directly or indirectly arising out of, the negligent acts or omissions of any participant in the Event, or that of anyone employed by the Client for whose acts it may be liable, or a breach of any covenant, representation or warranty contained herein. Client shall at all times indemnify and hold BLC harmless from or on account of injury to persons or any loss of or damage to property caused by any casualty or accident whatsoever arising out of the Event.

DAMAGE

Client is responsible for any and all destruction or defacement of BLC property, and shall reimburse the BLC for any charges or expenses that are incurred as a result of this banquet or event. If deemed necessary by the BLC prior to the banquet/event, an outside security firm may be contracted at the Client's expense to ensure the safety of the guests and property.

HOLD HARMLESS

Client agrees to protect, defend, indemnify, and otherwise hold harmless the BLC and its officers, directors, agents, and employees, of and from any and all claims, liabilities, obligations, and causes of action of whatever kind arising in any manner whatsoever out of or in connection with the acts or omissions of the Client or the agents, employees, attendees, participants, or otherwise in connection with the Event.

INSURANCE

The BLC is not responsible for personal injury to guests or event participants as a result of accidents due to their own carelessness, nor is it responsible for personal property loss or damage, Client assumes all liability.

FORCE MAJEURE

If for any reason beyond the BLC's or the Client's reasonable control, including but not limited to strikes, labor disputes, acts, regulations, or orders of government authorities, civil disorder, disasters, acts of war, acts of God, fires, flood or other emergency conditions, any delay in necessary and essential repairs of the BLC, or the BLC is unable to perform its obligations under this Contract, such non-performance is excused and such party may terminate this Contract without further liability of any nature, upon return of the Deposit. In no event shall the BLC or the Client be liable for consequential damages of any nature for any reason whatsoever.

REPRESENTATIONS

Each party represents and warrants that it has full power, authority and legal right to execute, deliver and perform this Contract, the execution, delivery and performance has been duly authorized by all necessary corporate action, and the execution, delivery and performance of this Contract will not cause it to be in breach or default of any contract to which it is a party.

ENTIRE CONTRACT

This Contract shall incorporate and supersede any and all prior understandings between the parties. Each of the foregoing representations, warranties and covenants shall be true at all times during the term hereof. Each of such representations, warranties, and covenants shall be deemed to be material and to have been relied upon by the BLC notwithstanding any investigation made by the BLC.

RIGHTS OF ASSIGNMENT

This Contract shall not be assignable by Client without the prior written approval of the BLC, in its sole discretion. Any such assignment without the BLC's prior written approval shall be void.

DEFAULT

In the event either shall breach any provision of this Contract, the non-breaching party may, at its option and without notice or demand, declare this Contract to be in default and terminate this Contract and pursue all remedies available under this Contract or as provided by law. In the event either party initiates legal action to enforce the terms of this Contract, the prevailing party shall be entitled to recover its attorney's fees.

ATTIRE

The BLC requires proper attire for all outside events. It is the Client's responsibility to inform his / her guests of this policy to avoid embarrassment.

DELIVERIES

The BLC must be notified of any materials that will be delivered prior to the Event. The BLC will not accept C.O.D. deliveries.

GOVERNING LAW

This Contract shall be governed and construed in accordance with the law of the State of New York.

PHOTO RELEASE

The BLC maintains the right to photograph any events, and may use these photos in advertising and promotions. These photographs may include clients, their guests, and any décor added to the Club by the Clients.

Submitted

By: _____ Date: _____
Catherine Trzaska, Banquet Manager

Accepted

By: _____ Date: _____
Client

Accepted

By: _____ Date: _____
Client

Accepted

By: _____ Date: _____
Client

Accepted

By: _____ Date: _____
Client

Additional Amendments:

<i>Amendment</i>	<i>BLC Management Initials</i>	<i>Client's Initials</i>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____