

Client Name: _____

Day/Date: _____

Function Name: _____

POST AS: _____

1. **Pricing, Charges and Taxes:** All federal, state, city and municipal taxes, tips and service charges applicable to this function are in addition to the prices set forth on the front of this agreement and shall be paid by Client in accordance with payment policy set forth in this agreement.
2. **Food:** All food items must be made at and prepared by the Hotel unless stipulated in the contract (COI Guidelines must be followed). Menu pricing cannot be confirmed more than 60 days prior to the function due to daily fluctuation of market prices. The Hotel reserves the right to make reasonable substitutions on the menu to meet increased market prices or commodity shortages. Menu selections are due 30 days prior to the event.
3. **Beverage Service:** Alcoholic beverages that are served on the Hotel premises must be dispensed by only Hotel Bartenders and Servers. The Hotel's Alcoholic License requires the Hotel to request proper identification (Valid Photo ID) of any person of questionable age and refuse alcoholic beverage service if the person who, in the Hotel's judgment, appears intoxicated. La Quinta Inns and Suites of Somerset, NJ (from herein, referred to as the Hotel) as a licensee, is responsible for the administration of the sales and service of alcoholic beverages in accordance with the State of New Jersey. It is the Hotel's policy, therefore, that all alcoholic beverages must be supplied by the Hotel. If any alcoholic beverages are brought onsite by client or client's guests, it will be confiscated and your event may be shut down without refund.
4. **Slippage:** Should there be a reduction in attendance or revenue of 15% or more from the initial guarantee at the time of this contract, the client will be responsible for payment up to 85% of the original estimated revenue.
5. **Overtime:** Client agrees to begin function promptly at the scheduled time and Client, its' attendees or invitees agree to vacate the designated function space at the closing hour indicated on this contract. Setup is one (1) hour prior unless otherwise agreed to by Hotel and Client. Overtime Clause – should your function need to run beyond the scheduled time, approval for such time must come from the Hotel Manager (Sales or Banquet). Upon such approval, there will be an overtime charge assessed.
6. **Noise Level:** If you have booked a function in the later evening hours,
7. **Function Rooms:** Function rooms are held only between the hours indicated on your catering contract. The Hotel assigns function rooms based on the guaranteed numbers of attendees. Final confirmation of room can be made at the time the guarantee is given. All rooms are subject to change. A reset-up fee will be charged to reset a meeting room on the day of the function.
8. **Décor and Entertainment:** Any decorations or entertainment which Client desires to use shall be approved in advance by Hotel. Please note that La Quinta Inns & Suites of Somerset prohibits the following: sparklers, pyrotechnics, fog or mist Machines, Confetti, Cannon or Bubble Machines, or any type of item that may constitute a fire hazard or physical hazard to The Hotel, Client or Invitees. Client must notify all of their offsite vendors and invitees of this policy prior to the event. All candles must be self-contained, which means it must be on a tray or in a glass enclosure – they may not be directly on the table or floor. No nails, thumbtacks or any product that will cause damage to the Hotel walls, floors or property. Client is responsible for any damages cause by Client or Invitees. Client will make a reasonable effort to prevent damage to the Hotel by their attendees and will reimburse Hotel for any damage. Hotel may remove any person from the Function or the Hotel premises as it believes necessary in its sole judgment. All décor must be removed after the event is over or storage fees will be charged accordingly.
9. **COI (Certificate of Insurance) for offsite vendors is mandatory:** COI must be provided for any offsite vendor providing services at La Quinta Inn & Suites of Somerset, NJ. Vendors are (but not limited to) DJ, Band, Photo/Video, Florist, Caterer, Event or Meeting Planner and Entertainment. The COI must show full coverage, including Workman's Comp, must list The Hotel and Address on the COI and may not have any exclusions. There are no exceptions to this policy. COIs must be received no later than five (5) business day prior at The Hotel. Any vendor without proper coverage will not be permitted on premise. Client at time of contract must let Hotel know which vendors they expect to be participating in their event. All vendors must use rear entrance for loading in equipment.
10. **Caterers (offsite):** COI must show the proper coverage (as explained in #8). If Caterer is contracting for Kitchen use, they must show a current Health Inspection Certificate from their current location (must show minimum of Satisfactory rating or they will not be permitted onsite.) Offsite Caterers are only permitted in the instance that the Hotel is unable to produce a specific cuisine for the Client, and that the Hotel agrees that such an Offsite Caterer may serve their food on premise. Under no circumstances will the Caterer (or any Vendor, Attendees or Invitees) provide any alcoholic beverages. Kitchen use will be limited and determined based on the event size. Rental charges for the kitchen will be determined – responsibility of the Client and/or Caterer to make sure it is paid for prior to the event. No torches or oversized sternos of any kind may be used onsite. Caterer must leave Kitchen clean or Hotel has right to charge cleanup fees. If Caterer is providing serving staff (except bartenders), their COI must indicate such on their COI and show full coverage for all staffing. If Caterer is providing serving staff, they must provide everything for the event (plates, utensils, linens (tablecloths, napkins, skirting, overlays), glasses for table settings and bar, chafing dishes, serve ware, serving utensils, urns, coffee products and service, kitchen prep tools, pans, pots, rolling racks, rolling hot boxes, along with the food and condiments to service this event. If Hotel has to provide anything to the Caterer not contracted for, rental and service charges will apply. Clients are not permitted in the Kitchen or rear Banquet areas for any reasons.
11. **Signage:** The Hotel does not permit the affixing of any signs, banners, posters or the like of any time to walls, floors or ceilings unless advanced permission has been granted by the Hotel. Signs are not permitted outside on the street front of any kind. Please notify Hotel if you have a pop-up banner/display sign that needs to be placed outside of the room.
12. **Package Receiving/Storage:** The Hotel will accept packages within 72 hours of an event. Packages should be addressed to the meeting contact with attention to the Hotel Catering Manager working on your event. At the conclusion of your setup operation, all related equipment, crates, etc... must be removed from the premises and returned no later than the last day of the event, otherwise storage fees will apply based on size and weight.
13. **Breach of Contract:** In the event of breach of this agreement by Client, the Hotel reserves the right to cancel this agreement without notice and without liability to the Client. The amount deposited by the Client for use of the space shall be retained by the Hotel as damages, but this shall not preclude the Hotel from recovering any additional damages, including attorney's fee, sustained or incurred by reason of the breach of this agreement by Client.
14. **Reserving of Space for Event:** This agreement is contingent upon the ability of the Hotel to perform its' obligations hereunder, and is subject to labor disputes, electrical blackouts or shortages, damage or destruction of the Hotel, accidents or other causes beyond the Hotel's control. In no event shall Hotel be liable to guest beyond the amount paid by Client for use of the rooms and function space reserved. If the function space reserved herein cannot be made available to the Client, the Hotel reserves the right to substitute comparable accommodations for the function, which substitution shall be deemed by the Client as full performance under this agreement. The Hotel's discretion as to comparability of accommodations shall be binding on Client.
15. **Indemnity:** Client assumes responsibility for all claims for loss or damage to itself (or its exhibitor's displays/equipment, vendor's displays/equipment) in the Hotel, except in the case of the Hotel's gross negligence. Client shall also indemnify and hold the Hotel harmless for any injury to persons or damage except in claims due to the Hotel's gross negligence. Please see #8 regarding COI-Certificate of Insurance requirements.
16. **Corporation/Association versus Individual Client:** In the event that this agreement is signed in the name of corporation, partnership, association, club or society, the person signing this agreement represents to the Hotel that such person has the authority to sign this agreement, and that in the event that pursuant to this agreement.
17. **Deposits and Payments:** Upon execution of this agreement, Client shall pay a deposit of 25% of initial contract value unless otherwise specified. Said deposit shall be non-refundable. Any changes made by Client after the execution of this agreement shall not be binding on Hotel unless Client shall pay Hotel in full any amount, service charge and tax owed for such change. Fifty percent (50%) of initial contracts' value should be paid no later than sixty (60) days prior to event. Final guarantee is due 7 days prior for Corporate, Association, Convention or Seminar Events. Final guarantee is due 10 days prior for any Social events such as Weddings, Bar Mitzvahs, Fraternal Organizations or other Social groups. Client is to pay balance of this final guarantee no later than 72 hour prior to start of event. Additional charges for additional attendees over and above the guaranteed count are payable at the time of function. All payments must be in the form of Cash, Check, Money Order or Credit Card. Please note that for charges over \$2,000.00 on a credit card, there is 4% Vendor Fee.
18. **Theft/Damage:** Client agrees that the Hotel shall not be liable for the theft, loss, damage or destruction of any property of Client, its' attendees or invitees.
19. **Cancellation by Hotel:** Hotel reserves the right to cancel this agreement by written notice to Guest within ten (10) days of the signed date of this agreement if the Hotel is unable to obtain satisfactory credit references for Client, and if Client does not elect to pay in advance of all charges which the Hotel estimates will be become due under this agreement.
20. **Cancellation by Client:** If Client should cancel 365 days or more from date of event, Client will lose deposit and must have paid 30% of the initial contracts' value. If Client should cancel 180-364 days prior to the event, Client will lose deposit and must have paid 50% of the initial contracts' value. If Client should cancel 90-179 days prior, Client will lose deposit and must have paid 70% of the initial contracts' value. If Client should cancel 30-89 days prior, Client will lose deposit and must have paid 80% of the initial contracts' value. If Client should cancel 0-29 days prior, Client will lose deposit and must have paid 100% of initial contracts' value.
21. **Rescheduling Event:** If Client needs to reschedule event, it will be based upon availability and a penalty will be charged based on the contract's value. Should Hotel have to reschedule event due to electrical blackouts or shortages, damage or destruction of the Hotel, accidents or other causes beyond the Hotel's control, no penalty shall be levied.
22. **Removal of Food & Beverage:** Hotel reserves the right to prohibit Client, its' attendees or invitees from removing any Food or Beverage from the Hotel. If Client has agreement with offsite Caterer to take home leftover Food, that Offsite Caterer must provide the means to take home the food. Alcoholic Beverages cannot leave the premise for any reason.
23. **Laws and Permits:** Client shall comply with all applicable federal, state and local statutes, orders, ordinances, rules and regulations including, but not limited to, all rules and regulations regarding public assemblies and secure any licenses and permits where necessary.
24. **Security:** All Teen, Children's and Music/Dance functions are required to have Security. The current rate is \$50.00 per hour per Security person, 1 per 50 people required, minimum of four (4) hour time frame. The Hotel has the right to make Security mandatory if they feel the nature of the event requires such, and will be at the Client's expense.
25. **This agreement constitutes the entire agreement between Client and Hotel.** This agreement shall not be amended, waived or changed, in whole or in part, except by a written agreement signed by both parties. The invalidity, in whole or in part of any provision of this agreement shall not affect the validity or enforceability or any other provision of this agreement.

Client Signature/Printed Name

Hotel Representative Signature/Printed Name & Title

Date

Date