



Event:
Event Date:
Event #:
Start time:

Cedar Point Country Club Function Agreement of Terms and Conditions

Definition of Terms

- A. Cedar Point Country Club shall hereinafter and on the face of this Agreement be referred to as “Club.”
- B. Any private party, banquet, or function held at Cedar Point Country Club shall hereinafter and on the face of this agreement be referred to as “Function.”
- C. Any individual, group, or organization responsible for arranging and paying for any Function held at the Club shall hereinafter and on the face of this Agreement be referred to as “Organizer.”
- D. Any use of “business day(s)” or “business hour(s)” in this Agreement shall be taken to correspond to the Club’s normal business day(s) or business hour(s).

Introduction

- A. Initial arrangements for a Function may be made by telephone, email, or appointment with the Cedar Point Country Club Event Coordinator or Clubhouse Manager. Such arrangements can be made Tuesday through Sunday, during the Club’s regular business hours.
- B. Any Function booked is tentative until the Organizer comes to the Club, signs the Function Agreement Contract and makes the required deposit. The Club suggests the Organizer come to the Club as soon as possible after booking the Function to complete all necessary arrangements. A Function Agreement Contract must be signed at least seven (7) business days before the Function.

Accommodations

- A. Cedar Point Country Club is capable of accommodating luncheons, dinners, and various types of cocktail events. The Club is available for wedding receptions, private luncheons, corporate meetings, pool parties, tennis functions, and golf events. The Club can assist in menu selection, locating vendors, linen selection, and various selections of party planning. The Club has the ability and capacity to tailor to the most unusual of requests for any Function.

Conditions of Services

The Club and Organizer both acknowledge and agree that any Function Agreement is made subject to the following conditions:

A. Attendance Guarantees

- a. The Organizer must specify the exact attendance for the Function at least five (5) business days in advance. This number will represent the final guarantee with no allowance for change, and any deviation may result in an increase charge. If an attendance guarantee is not received prior to the five (5) business day deadline, the Club will assume the guarantee to be the number shown on the Function Agreement Contract. The Club, at its discretion, reserves the right to relocate or change the Function’s location in accordance with any change in attendance. The Club reserves the right to move an outdoor Function to an indoor location due to inclement weather. Such a decision will be made six (6) hours prior to the Function. Every attempt will be made to consult the Organizer; however, the Club reserves the right to make this decision in the event that the Organizer cannot be reached.

B. Billing

- a. Full payment of the food total is due with the final head count one-week prior to the event date.
- b. Payment in full of any remaining balance is due upon receipt of final invoice.
- c. A credit card must be kept on file for all non-member hosted events. Cedar Point Country Club will charge the credit card provided for any event balance and associated late fees that are past due thirty (30) days after the date of the invoice.

C. Service Fee & Taxes

- a. A 12.5% State & Local tax and 20% service charge will be added to all special events. The 20% service charge covers all of the back-end costs that go into the event aside from the food itself including labor, utilities, administrative services leading up to the day of the event (menu coordination, room layout, walk-throughs, meetings, etc.), and other items including paper goods (cocktail napkins, straws), bar fruit, cocktail mixers, etc.

D. Deposits and Minimums

- a. Deposits are required for all non-member sponsored functions. A \$1,500 deposit is required at time of booking to secure the date and time of the function. ***This deposit is non-refundable in the event of cancellation but may be transferred to a later date.***
- b. A food & beverage minimum of \$5,000 must be met for events occurring outside of regular Club hours of operation during peak season and will be billed accordingly.

E. Cancellations

- a. Any refunds or charges in the event of a cancellation is completely at the discretion of the Club. These monies will be based on the administrative time, all other related costs, and potential business loss the Club incurs because of such cancellation. Any events contracted and then canceled less than thirty (30) days prior to the Function will still incur a minimum charge of the required deposit and all other related costs. Events canceled less than forty-eight (48) hours prior to the Function will be charged in full.

F. Food and Beverage

- a. The Club reserves the right to provide all food and beverage service within its licensed areas.
- b. All meeting room arrangements, configuration, menus and other details must be submitted no less than fourteen (14) days prior to the Function in order to allow the Club enough time to properly plan and execute the Function.
- c. Food and beverage prices are subject to change but are guaranteed for a sixty (60) day period after final Function arrangements have been made.
- d. Menu tastings are available by appointment at a cost of \$25 per person.

G. Decoration

- a. Any decorations for a Function are the responsibility of the Organizer. Attaching any object to Club walls or Club property without the permission of the Club Manager is forbidden. The property of any florist or other decorating service hired by the Organizer must be removed immediately after the Function; the decision to allow this property to remain in place until a more convenient clean-up date/time may be allowed but necessitates the permission of the Club Manager. The failure of any florist or decorating service to remove their property within the allotted time may result in an additional charge to the Organizer.
- b. Rose petals, sparklers, confetti, etc. are allowed, but may incur an additional clean-up fee of \$75.00. Birdseed is not allowed.
 - i. Flower petals must be organic/natural.
 - ii. Host must provide container of sand when using sparklers.

H. Dress Code

- a. It is the responsibility of the Organizer to inform any Function attendees that the Club has a dress code requiring appropriate dress for any individuals on Club property.
- b. The Club reserves the right to require any individuals violating this dress code to leave Club property immediately. The Dress Code is dependent on the event type and location. Please ask your CPCC Staff Representative about the different options.

I. Entertainment

- a. The Club reserves the right to require any Function entertainment (musicians, disc jockey's, etc.) to maintain its volume at a level that is not disturbing to guests in other areas of the Club.

J. Special Charges

- a. Facility Rental Fee
 - i. **Saturday Non-Member Rate** – \$1,000 for 4-hour reception; \$1,250 for 5-hour reception
 - ii. **Member** - \$0 for 4-hour reception; \$250 for each additional hour
- b. The following is a list of charges that may incur when applicable:
 - i. White, Black or Ivory Linen Tablecloths
 1. \$1.25 per table (lap length); \$10 per table (floor length rounds)
 - ii. Cake Cutting and Serving Service: \$50.00
 - iii. Bartending Service - \$50.00 per attendant per event - For groups less than 50, only one bartender is required. Events with 50 or more guests will require two bartenders.
 - iv. Station Attendant Service (for food action stations): \$75.00
 - v. Projector & Screen Rental: \$50.00
 - vi. Outdoor Patio Heater Rental: \$200.00

K. Miscellaneous Conditions

- a. Any Function is limited in length to a maximum of four (4) hours. Any additional time will be billed at \$250.00 per hour.
- b. The Club reserves the right to terminate an event if said event is in breach of terms and conditions of the Club and this contract.
- c. The Club reserves the right to use any photographs or videos for Club publications that are taken by Cedar Point staff members at the event.

L. Warranties

- a. The Club, its management, or staff is not liable or responsible for damage to or loss of property left on Club grounds prior to or following the Function.
- b. The Organizer is solely responsible and liable for any damages to Club property or theft by Function attendees or service personnel hired by the Organizer for the purpose of assisting with the Function.
- c. The Organizer is hereby notified of the Virginia State Law requiring all persons consuming alcohol to be at least twenty-one (21) years of age. Therefore, the Organizer is solely responsible for the consumption of alcohol by any minor attending the Function. **The Club reserves the right to refuse beverage service to anyone appearing to be overly intoxicated.*
- d. The Club warrants that it will perform its obligations to the best of its ability. However, it is hereby understood and agreed upon that the Club shall not be held liable for nonperformance resulting from occurrences beyond the control of the Club.
- e. The Organizer warrants payment to the Club for all services rendered and goods received. Such services and goods include those stated in the Function Agreement Contract, as well as any additional charges accrued according to this Agreement.
- f. There are no other warranties or representations that extend beyond the terms and conditions of this Agreement.
- g. No verbal agreement of any kind shall serve to contradict the written terms and conditions of this Agreement.
- h. At no time should organizer OR function attendees be in areas not designated as part of the event area. This includes staff only areas, the golf course including the par 3 course, putting greens, fringes & bunkers. The Club will define the areas available to organizer and function attendees.

I acknowledge, accept and understand that I am personally liable and responsible for all financial obligations relating to my event at Cedar Point Country Club. I further agree that I will pay an unpaid balance of charges for which I may be responsible. In the event that any charges, fees, and/or dues to my account are past due, my account will be deemed to be delinquent. An account is deemed delinquent when the balance has been past due for more than thirty (30) days after the date of the statement. In the event my account becomes delinquent, I authorize the Club to charge the below credit card for all fees, dues and charges greater than sixty (60) days past due. Should my account be referred to an attorney for collection, then I agree to be responsible for all costs of collection, including an attorney's fee of 33 1/3% of the balance then due and owing at the time of referral.

The parties of this Agreement confirm that upon signing this agreement, it will bind both parties, their successors, assigns or heirs at law to the terms and conditions of this Agreement, and the said Agreement shall remain in full force and effect unless both parties' consent to vary, alter, or negate the Agreement and it has been duly signed and acknowledged by the respective parties.

<i>Function Organizer</i>	<i>Date</i>
<hr/>	
<i>CPCC Representative</i>	<i>Date</i>

Authorization for Credit Card Use
All information will remain confidential

Name on Card: _____

Billing Address: _____

Phone #: _____

Credit Card Type: _____ Visa _____ Mastercard _____ Discover _____ AmEx

Credit Card Number: _____

Expiration Date: _____

Card Identification Number: _____ (last 3 digits located on the back of the credit card)

Amount to Charge: \$ _____ (USD)

I authorize Cedar Point Country Club to charge the amount listed above to the credit card provided herein. I agree to pay for this purchase in accordance with the issuing bank cardholder agreement.

I authorize Cedar Point Country Club to charge the credit card provided herein for any event balance and associated late fees that are past due thirty (30) days after the date of the invoice.

Signatures

Cardholder Signature: _____

Date: _____