***Terms and Conditions***

When completely signed by both parties **and** accepted with a deposit, this letter will constitute an Agreement between "The Party" and Springfield Country Club (SCC). The Party agrees to sign and return this agreement, along with the specified non-refundable Deposit by the option date of \_\_\_\_\_\_\_\_\_If by this date, SCC has not received the signed agreement along with deposit, the reservation may be released without further notice you.

**DEPOSIT**The required deposit is non -refundable or transferrable, to be paid by check, credit card, or cashier's check. A deposit of $1000 is required for weddings and a variable deposit is required for social bridal & baby showers or other social engagements. **FORCE MAJEURE**

The Client understands that SCC works to maintain a safe work environment, including but not limited to, complying with applicable governmental laws, directives, orders, and regulations (each a “Governmental Order”). Client further understands and agrees that SCC shall not be required to operate under this Agreement if the Contracted Event would be held in violation of a Governmental Order. Client also understands and agrees that Venue is not obligated to continue to operate under this Agreement if Personalle safety or well-being has been or will be comprised or threatened at the Event, including, but not limited to, as a result of the condition of the venue for the Event, or the conduct of an attendee of the Event.

**If SCC believes it may not be able to execute this contract in whole or in part** due to a fire, natural disaster, act of war or terrorism (domestic or foreign), epidemic or pandemic (including COVID-19), action of any governmental authority (including a Government Order) national or regional emergency, other casualty, act of God, or other cause beyond the control of the Parties, **then SCC will give notice to the Client as soon as reasonably practicable.** At Management’s discretion, **SCC will work with the Client to find an alternative date for the Event that is suitable to both Client and Venue.** All monies paid towards the event will be transferred to the alternate date at no additional cost to the Client.

To the extent the Parties cannot agree on a suitable replacement date consistent with Venue’s availability, SCC may also, in its sole discretion, refund fees paid to Client. In the case of a Force Majeure Event, SCC shall have no additional liability to Client with respect to this Agreement beyond that described in this Section.

**ON-SITE CEREMONY AND RENTAL FEE:** SCC welcomes guests to hold a ceremony in our Grotto for $500. The client may decorate the Grotto the day of the wedding. The client may not use nails or hooks to hang anything on the fence or on the doors. SCC does require a $2,000 rental site fee for the facility for weddings. Rental Fees for other event types are variable by size, site location, and date.

**DECORATIONS:** SCC welcomes many area florists and decorators into our event space as well as individuals interested in adding their own personal touches for decorations. The space will be made available to the client no earlier than six (6) hours before the event is to take place. All room decorating and/or table decorating is the sole responsibility of the "Party". All wedding decorations must be removed from the premises before the end of the day that said event takes place. The following decorations are not permitted when utilizing SCC Event

CONFETTI, GLITTER, OPEN FLAME (must be contained and flame not to exceed rim of container) DECORATIONS, NON-EDIBLE DECORATION ON FOOD PLATES and ANY DECORATIONS THAT WOULD REQUIRE ADHESIVE AND COULD REMOVE THE FINISH FROM FLOORING OR WALLS.

**BRIDAL SUITE:** Will be made available at 9:00 AM on the date of the event for the exclusive use of the client. The client agrees to refrain from bringing in an alcohol to be consumed in the Suite and to maintain the Suite in the same working order as it was received. Any and all damages to the Suite will be the sole responsibility of the client and be charged to the credit card on file.

**LIABILITY:** Springfield Country Club shall not assume responsibility for damage or loss of any merchandise or articles brought onto the property by the "Party" or its contracted vendors.

**ADMINISTRATIVE FEE:** You may see "administrative fee" listed as one of the line items above. Massachusetts state law requires that we list and tax "administrative fee''.

**PRICING:** All food and beverage is subject to a 20% service/administrative fee and current MA State Sales Tax. **Tax exempt organizations** must present a copy of a MA tax-exempt certificate prior to the event date or they will be charged the full tax amount.

**FINAL PAYMENT:** Fifty (50%) of the wedding payment is due sixty (60) days prior to the event date. The remaining balance is due ten (10) business days prior to the event. Payments must be remitted to: Springfield Country Club, 1375 Elm Street, West Springfield, MA 01089.

**CANCELLATION POLICY:** Cancellation of the event more than 90 days prior to the event will be without penalty. Cancellations less than 90 days prior to the event will result in payment of one-half of the value of the event at the time of booking. Cancellations within 14 days prior to the event will result in payment of the full value of the event at the time of the booking.

**FOOD AND BEVERAGE:** The "Party" is financially responsible for any pre-ordered food and beverage. Food and beverage items may not leave SCC premises. SCC holds a liquor license granted by the Commonwealth of Massachusetts and is held responsible for complying with state liquor laws. No alcoholic beverages will be

permitted on the premises that have not been purchased or distributed by SCC. Any violation of this policy will result in the immediate closure of the event. We reserve the right to stop serving alcohol at any time it is deemed necessary for the safety of the guests and SCC staff. Events are subject to a flat rate Bartender Fee, at the discretion of Management. If you would like us to remove tip jars from the bar for **cash bars**, the Client will agree to pay a 20% gratuity on all Beverage Sales for the event duration. Any client that chooses the option of a **consumption bar** will need a valid credit card on file, for which the total balance will be subject to the 6.25% MA Meals Tax, . 07% Local Tax and a 20% Gratuity. If you would like the tab to not exceed a certain amount pre-tax/gratuity, **please designate that amount here: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.**

*All prices subject to change and may increase as commodity prices change.*

Events are scheduled for up to 5 hours. Any excess of 5 hours will result in the additional charge of $300 for a room service fee. SCC welcomes a Wedding Cake/Cup Cakes or Desserts from an outside professional. The Club would be pleased to slice, plate, and serve to your specifications at an additional cost of $1.25 per person.

**GUARANTEE POLICY:** A menu selection and a final guarantee of the number of persons attending will be due ten (10) business days before the event. Should a final guarantee not be submitted, the estimated number will be used as the final guarantee and charged accordingly.

**DRAM SHOP ACT:** SCC reserve the right to refuse service to any person who appears intoxicated. SCC will not exceed 5 hours of any alcoholic beverage service. SCC will not assume liability for any claims, demands, actions, lawsuits, or other proceedings, judgments and awards, costs and expenses, including reasonable attorney's fees arising directly or indirectly, in whole or in part, out of negligence of a party guest or any other person in connection with this event.

Any questions or concerns regarding your event should be brought to the attention of the SCC Management at (413)-787-1564

Sign and return this document to:

Springfield Country Club

Attn: Director of Sales & Catering

1375 Elm Street, West Springfield, MA 0 1089

or Fax to (413)- 787-1900

Note: Additional addendum sheet(s) dealing with special preparations and set up instructions may accompany this contract.

(Client) Approved:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Venue Approved:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
*Director of Sales & Catering*

Venue Approved:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
*General Manager*

Please provide us with your day-of event point of contact:

|  |  |
| --- | --- |
| Name:Phone Number: | Name:Phone Number: |

*For Wedding Parties this information should include any outside event coordinators you are utilizing for the planning process who will be onsite during the event, and anyone you would like us to coordinate with should anything arise the during your event. During the event, any change requests from the party should be requested by this individual, or the bride & groom exclusively.*