



## Contract Terms and Conditions

- The Contracting Parties and the Event.** In the following sections, "the lessor" refers to Panther Valley Golf & Country Club and the Customer(s) named above are referred to as "the lessee". "The function" means the party or event that is to be governed by this contract. The lessee is contracting to use the lessor's facilities and to hire the lessor to provide goods and services on the date of the function.
  - Conditions of Lessor's Acceptance.** No binding contract is made for the function until the lessee approves, signs and returns this written agreement with the required deposit within five (5) calendar days from the date hereof; *and then* the lessor's authorized representative separately acknowledges as "accepted" the lessee's signed agreement. (Lessor regrets that specific dates are subject to new bookings after five (5) days, in absence of its timely receipt of the lessee's signed agreement and deposit.) Once made, the contract is non-transferrable.
  - All food and beverages are to be provided solely and exclusively by the lessor. In accordance with State law, alcoholic beverages shall not be served to any persons under twenty-one (21) years of age.
  - Payment Requirements.** A deposit is required with the lessee's signed agreement. The lessor will not accept an agreement without the initial deposit. A second deposit of 40% of the subtotal is due on \_\_\_\_\_ or in its absence, on the date halfway between the booking date and the date of the function. Payment of the final balance is due in cash or certified check not later than five (5) days before the function date. Deposits are non-transferrable
  - In the event that this agreement is signed in the name of a corporation, partnership, association, club, or society, the person signing such contract represents the lessee, that he or she has full authority to sign such contract, and that in the event that he or she is not so authorized, he or she will be personally liable for the full performance of this contract.
  - Vendor Requirements: Insurance; Lighting and Sound Limitations.** Lessee shall provide written proof of workmen's compensation and general liability insurance to the lessor for all entities and persons (other than the lessor's employees) engaged to render services for the function. The comprehensive policy of general liability insurance shall also name the lessor and the lessee as additional named insured while any agent, representative, principal or employee of any such vendor is working in or on the lessor's facilities. No alcoholic beverages shall be served to any vendors. Municipal ordinance requirements or restrictions may limit band or disc jockey size, output volume, and location. The lessee must present its music, photography and video plans for lessor's review, consultation and approval before the lessee may finalize such arrangements with any of these vendors. The lessee may not otherwise bind the lessor to its outside arrangements.
  - Final Guest Count.** The lessee is responsible for the minimum guest guarantee agreed upon contract at full price. The lessee must notify the lessor of the number of people to be served not later than five (5) days before the function. Due to the lessor's separate commitments, no allowance or credit shall be made for any decrease in the actual number of guests served.
  - Overtime.** A minimum per person overtime charge will be charged for any time exceeding the hours for the function that are stipulated in this contract. Overtime is not available for afternoon functions.
  - Damage to Lessor's Facility or Equipment.** The lessee shall be responsible for all appointments, furniture and equipment broken, stolen or lost by the lessee, any guest of the lessee or any vendor hired by the lessee. Charges will be based on the actual replacement cost of appointments and equipment.
  - Limits of Lessor's Liability.** Neither the lessor nor its employees are responsible for any articles or personal property lost, stolen or damaged belonging to the lessee, any guest of the lessee or a vendor hired by the lessee (*i.e. Cameras, Flowers, Decorations, Sound Equipment, etc.*). The lessor shall be excused from furnishing the services and food specified when failure is on account of government regulations, labor troubles or other uncontrollable circumstances. In this event the lessor may substitute other mutually agreed upon available goods and services at prices ordinarily charged for, but not in excess or the agreed upon price.
  - Cancellation and Deposits.** A cancellation of this contract by the lessee shall not be effective, *unless*: (1) it is made in writing, (2) contains a specific reference to this contract and (3) is signed by the person who entered into the contract. If a cancellation is necessary, lessee is urged to hand deliver its written notice of cancellation or to send it in a manner that provides a return receipt. In the event of a cancellation, the lessor agrees to use reasonable efforts to re-rent the facilities for the contracted date; however, the lessee acknowledges that the lessor's chances of successfully re-renting the facilities are never guaranteed, and are subject to factors beyond the lessor's control, including the amount of time remaining before the scheduled date and market factors that affect demand.
- Payments made are non-refundable, unless the facility is re-rented for the same (or higher) price and agreed minimum guest count makes the value of the later contract the same as (or greater than) the value of the cancelled contract. If the facilities are re-rented for a function of equal or higher value, and a new contract is accepted by the lessor with a paid deposit, then the lessor shall refund the deposit paid on the cancelled contract, less a ten (10%) percent re-booking charge. If the facilities are not re-rented, then the lessor may retain all monies paid and apply them to its unsaved overhead and expenses, anticipated lost profits and any other costs incurred by the cancellation.**
- Amendment.** Any modification or amendment to this contract shall not be binding upon the lessor unless it is in writing and signed by the lessor's authorized representative.
  - Entire Agreement, Governing Law and Neutral Construction.** This contract contains the parties' entire agreement. It cancels and supersedes all previous contracts. The laws of the State of New Jersey, whose courts shall have exclusive jurisdiction over any dispute arising there from, shall govern it. This contract was freely negotiated among the parties, and they intend that it be neutrally construed without regard to authorship.
  - Effect of Signatures.** By signing below, lessee acknowledges that it has read and that it understands all terms of this agreement. Lessee acknowledges that it has had the opportunity to have this agreement reviewed by any advisor of its choice, including an attorney. Lessee likewise acknowledges that it has voluntarily entered into this agreement.

**THE LESSEE SHALL PAY THE ENTIRE UNPAID BALANCE DUE ON THIS CONTRACT NOT LATER THAN (5) DAYS BEFORE THE FUNCTION, EITHER BY CASH OR CERTIFIED CHECK.**

Agreed by: \_\_\_\_\_ Date: \_\_\_\_\_

Agreed by: \_\_\_\_\_ Date: \_\_\_\_\_

Accepted by Panther Valley Golf & Country Club: \_\_\_\_\_ Date: \_\_\_\_\_