



**ST. ANNE COUNTRY CLUB**  
**CATERING CONTRACT**

781 SHOEMAKER LANE - FEEDING HILLS, MA 01030

413-786-2088 www.STANNECC.COM

<b>Name:</b>	
<b>Address:</b>	
<b>City, State, Zip/Postal:</b>	
<b>Contact Person (if company):</b>	
<b>Phone:</b>	
<b>Fax:</b>	
<b>Email:</b>	
<b>Date of Function:</b>	
<b>Time of Function:</b>	
<b>Location of Function:</b>	
<b>Type of Function:</b>	
<b>Guaranteed Number of Guests:</b> (include all attendees, e.g. ministers, photographers, musicians, etc)	
<b>Meal(s) Serving Time(s):</b>	
<b>CONTRACT PRICE:</b>	
Food Total:	\$ _____
Delivery	\$ _____
Equipment Rental:	\$ _____
Linens:	\$ _____
Flowers, Candles, Centerpieces:	\$ _____
Staffing (if required): \$____ per hour x ____ hrs	\$ _____
Coat check / valet (if required): \$____ per hour x ____ hrs	\$ _____
Other: _____	\$ _____
Sales Tax 5%	\$ \$ _____
Gratuity (____%)	\$ _____
<b>TOTAL OF CONTRACT:</b>	<b>\$ _____</b>
Less deposit (paid):	\$ _____
Less any additional prepaid amounts:	\$ _____
<b>OUTSTANDING BALANCE:</b>	<b>\$ _____</b>
<b>(Must be paid in full no later than 2 days prior to the event date)</b>	

## Terms & Conditions

1. *Food Preparation.* St. Anne Country Club shall prepare and deliver the agreed upon menu attached to this Contract to the location and on the date and time set out on the face of this Contract.
2. *Deposit.* Customer agrees to pay a deposit of \$250.00 upon execution of this Contract, to reserve St. Anne Country Club's services for the above date. The \$250.00 deposit will be applied to the total contract price.
3. *Payment.* The contract price must be paid in full no later than 2 days prior to the event date. Payment may be made by cash, cashier's check or credit card payable to St. Anne Country Club. All applicable sales tax will be added to the contract price. Customer acknowledges that the date and the deposit will be forfeited in the event that final payment is not made at least 2 days prior to the event date.
4. *Number of Guests.* Customer agrees to confirm the final guest count ("Guaranteed Number") at least 5 full working days prior to the event. Increases to the Guaranteed Number up to 10% are subject to approval. If the actual number of guests attending the event is less than the Guaranteed Number, Customer will still be charged for the Guaranteed Number. If the actual number of guests is more than 10% higher than the Guaranteed Number, Customer will be charged at St. Anne Country Club's established rate of \$5 per person for each guest over and above the Guaranteed Number.
5. *Substituted Items.* St. Anne Country Club reserves the right to substitute items (including but not limited to food and flowers) that become unavailable in the market or that exceed reasonable market prices. St. Anne Country Club will make best efforts to notify the client of such substitution(s) if time allows.
6. *Access to Venue.* Customer agrees to provide St. Anne Country Club with access to the event venue at least 24 hours prior to the start time of the event, with all furniture and equipment in place, other than items to be provided by St. Anne Country Club. Customer shall also provide storage for food and beverages as set out in the attached Worksheet.
7. *Standard of Care.* St. Anne Country Club warrants that its services shall be performed by personnel possessing competency consistent with applicable industry standards. No other representation, express or implied, and no warranty or guarantee are included or intended in this Contract. Furthermore, no guarantee is made as to the value of any services performed. This paragraph sets forth the only warranties provided by St. Anne Country Club concerning the services provided hereunder. This warranty is made expressly in lieu of all other warranties, express or implied.
8. *Cancellation Fee.* All cancellations must be in writing. The following cancellation fees will be charged against Customer's deposit:

For groups up to 25:

Cancellations received \_\_\_ working days prior to the event date will be accepted without charge. Cancellations within \_\_\_ working days of the event will result in a charge of \_\_\_% of the total contract price.

For groups of 25-99: Cancellations received \_\_\_ working days prior to the event date will be accepted without charge. Cancellations within \_\_\_ working days of the event will result in a charge of \_\_\_% of the total contract price.

For groups of 100 or more: Cancellations received \_\_\_ working days prior to the event date will be accepted without charge. Cancellations within \_\_\_ working days of the event will result in a charge of \_\_\_% of the total contract price.

9. *Force Majeure.* Neither Caterer nor Customer shall be responsible for any losses or damages of any kind resulting from their respective non-fulfillment of any terms or conditions of this Contract if such non-fulfillment results in whole or part from war, riot, strike, flood, fire or any other act or occurrence beyond its control; provided, however, that in the event of non-fulfillment by Customer, Caterer may recover its actual costs incurred in preparing for the event, which amounts may be retained by Caterer from deposits and other prepaid amounts.
10. *Customer Liability for Food Safety.* Food will be provided at the time agreed to, in the expectation that it will be consumed within 3 hours. Customer is aware that a delay in serving the food in accordance with the agreed timetable may result in deterioration of quality and increase the risk to food hygiene and personal safety. Customer accepts sole responsibility for illness, injury or death to any person arising from any delay in serving the food which is not directly attributable to St. Anne Country Club.
11. *Damage to Property.* St. Anne Country Club and/or its agents shall be liable for any damage to or loss of property entrusted to its employees. Customer shall be liable for any damage to or loss of property rented to Customer which may be caused by Customer, Customer's family, guests or invitees.
12. *Indemnification.* Customer agrees to indemnify St. Anne Country Club, its employees and agents against any claim or demand, including reasonable lawyers' fees, made by any third party due to or arising out of any failure by Customer to comply with its obligations under this Contract.
13. *Limitation on Damages.* Notwithstanding anything contained herein to the contrary, in the event of any claim by Customer against Caterer in respect of this Contract or the services rendered by Caterer hereunder, Caterer's liability to Customer shall be limited to the lesser of: (i) the actual, direct damages, if any, incurred by Customer; or (ii) the sum of the charges paid or payable by Customer to Caterer for the services contemplated; in all cases regardless of the basis upon which liability is asserted. Without limiting the generality of the foregoing, in the event of any claim on the basis that Caterer failed to provide any products or services of the quantity, or type, or at the level of quality or timeliness, required hereby, Caterer's liability to Customer shall be limited to a refund only of those amounts actually paid by Customer to Caterer for the specific products or services affected. Such remedies shall be the sole and exclusive remedies available to Customer. In no event shall either party be liable to the other for any lost profits or

opportunity of such other party (regardless of whether a party is advised of same), consequential, special or punitive damages.

- 14. *Compliance with Liquor Laws.* Customer shall comply with all applicable local and state liquor laws, and further agrees that neither Customer nor Customer's guests will request, proffer, or serve alcoholic beverages to any minors, or to any persons who, in the opinion of St. Anne Country Club, are intoxicated.
- 15. *Assignment.* This Contract is personal to Customer and may not be assigned.

Agreed between the parties this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**St. Anne Country Club Rep.**

**CUSTOMER:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name & Title

\_\_\_\_\_  
Print Name