



Sales/Catering Contract

Tentative

Client/Organization	Event Date	Telephone () -	Fax () -	Event # E00260
Address		Booking Contact	Site Contact	Guests (Pln)
Party Name	Theme	Sales Rep	Category	

Guaranteed Number to be served must be submitted within seven (7) working days of all functions. This is the number for which you will be billed, even if fewer attend. Numbers may be increased after **Guarantee** is given.

Reservation Guarantee: the contract must be signed, dated, and returned with a **Deposit** of \$1,000. in order to guarantee function date. For **Essex Room** space rental only, total payment must be made and enclosed with Contract.

Room Fee for **The Essex Room** is as follows: Fridays and Sundays, \$1000.; Saturdays, \$1,250.; Mondays through Thursdays, \$350. This price includes **The Essex Room** for five (5) hours, standard linen package, waitstaff, event coordinator, bartenders, **Essex Room** set-up, breakdown, and standard cleaning. Please inquire about our reduced rates for the off-peak months of January, February, and March. **All Prices Are Given For The Current Year Only And Are Subject To Change. All Pricing Is Subject To A 3.5% Administrative Fee, 5% State Tax And 17.5% Service Fee.**

If you wish to provide a meal for the band and photographer, the price is one-half the cost of your guests' meal.

Saturday Only, afternoon functions must be over by 5:00 p.m. or five (5) hours after arrival, whichever comes first. Evening functions start no earlier than 7:00 p.m. The Saturday time restriction can be eliminated with a guaranteed guest number of 235 or more. If that number is guaranteed, any five (5)-hour time frame may be selected for that date. Otherwise, you may guarantee a guest count of under 235 and pay a hall fee in order to waive the time restrictions. Fee is determined by the number of guests.

Payment in full is required five (5) working days prior to function. Open bar tab and service fees will be paid at the conclusion of the event unless otherwise arranged with **The Essex Room's** Business Office.

Cancellation: All Deposits Are Non-Refundable and retained as liquidated damages. All cancellations must be made in writing. **Event Insurance:** You may purchase cancellation insurance (including Change of Heart Policy) for a nominal fee. Ask for details.

Dinner Dance Events will run five (5) hours in length. Luncheon and Brunch Events include four (4) hours of hall time. **Essex Room** space rentals only will run four (4) hours in length. Additional time may be purchased in one (1) hour increments at \$250. per hour, if space is available. (Two [2]-week prior notice required).

Liquor License: Woodman's, Incorporated, as a Beverage Licensee, is responsible for the administration of the sale and service of alcoholic beverages in accordance with Massachusetts Liquor Authorities regulations. All alcohol must be supplied by Woodman's, Incorporated. We reserve the right to stop service in compliance with the Massachusetts Liquor Laws, i.e., under the age of 21 or intoxication. A cash bar will be provided at any or all events at **The Essex Room** unless otherwise arranged in advance with the Business Office.

Decorations: Under no circumstances should anything be attached to **The Essex Room** walls with nails, screws, or otherwise.

Liability: Woodman's, Incorporated, reserves the right to inspect and control all private functions. **Liability For Damage To The Premises Will Be Charged**

To The Person(S) Named Responsible In This Contract. A credit card number will be held as a security deposit.

The Essex Room and **Woodman's, Incorporated**, are not responsible for any lost or stolen articles left at an event.

BANQUET TIMES						
Banquet Room	Setup Style	Start	End	Arrival	Departure	Type

Setup Notes

FOOD/SERVICE ITEMS

Name	Price	Qty	Total
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COMMENTS

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EVENT NOTES

TERMS AND CONDITIONS

Cancellation: All Deposits Are Non-Refundable and retained as liquidated damages. All cancellations must be made in writing. A deposit of \$1,000. is due and payable to Woodman's, Incorporated, upon signing this Agreement. All Clients are required to give advance written notice if the function is cancelled. An additional deposit of \$15. per person is due six (6) months prior to the event.
 The Premises shall be used by the Client solely for the purpose of: _____.

Liquor Service: Woodman's, Incorporated, is a licensed provider and responsible for the sale and administration of all sale and service of alcoholic beverages on the Premise in accordance with Massachusetts and local regulations. A cash bar will be provided unless specific arrangements are otherwise made in writing with the Business Office.

Food Service: Final food choices will be made from the then-current *Essex Room* Menu no later than three (3) months prior to the event. An additional deposit of \$15. per person will be due and payable at the time the final food choice is made. Full payment for the event shall be due and payable five (5) days prior to the function (*Essex Room* fee plus meals).

Guaranteed Number to be served must be submitted seven (7) working days prior to function. This is the number for which you will be billed, even if fewer attend.

Force Majeure:
 Woodman's, Incorporated, shall not be responsible for any loss or damage to any of the other parties to this Agreement (beyond the repayment of deposit made) if Woodman's, Incorporated, is unable to fulfill any part of its obligations under this Agreement or is prevented or delayed from fulfilling such obligations due to flood, storm, snow, earthquake, or other acts of God, war, or beyond the control of Woodman's, Incorporated. If a Force Majeure occurs, Woodman's, Incorporated, shall notify the Client as soon as practical. This Agreement shall be governed under the laws of Massachusetts. Premises are delivered in good, clean condition, and are to be redelivered in clean condition, with **ALL** trash, sold items or unsold goods removed from Premises. If not in full compliance, additional charges will be billed for cleaning and/or trash removal.

Personal Guarantee: In consideration of the execution of the within Agreement by Woodman's, Incorporated, at the request of the undersigned on one dollar paid to the undersigned by the Client, the undersigned hereby, jointly and severally, guarantee to Woodman's, Incorporated, its heirs, successors, and assigns, the punctual performance of the Client and its legal representatives, successors, and assigns of all the terms, conditions, covenants, obligations, and agreements in said rental Agreement on the Client's part to be performed or observed, demand and notice of default being hereby waived. The undersigned waive all surety-ship defenses and defenses in the nature thereof and assent to any and all extensions and postponements of the time of payment and all other indulgences and forbearances which may be granted from time to time to the Client.

Witness the execution hereof under seal by the undersigned the day and year first written above in the rental Agreement.

Catering Representative: _____ Date: _____

Client: _____ Date: _____