



## **SPECIAL EXCEPTION EVENT POLICIES CONTRACT**

I, Lee Chadwick, on behalf of The Metropolitan Club, permit, by exception, the use of The Metropolitan Club. The Metropolitan Club will allow the client to contract food from a licensed and insured caterer. Documentation of Business License, Liability Insurance, and Health Inspection will be provided to The Metropolitan Club prior to execution of this agreement.

The specific costs are outlined in the projected billing. The fees listed cover:

1. Access to the following: Ballroom, Finishing Kitchen, Restrooms, Parking Area, etc., for the total number of hours stated in your Event Summary.

2. All functions have a set start and end time. Overtime rental and staffing fees will result for early access and or an extension of the agreed hour for full vacancy. Additional access will be billed at \$450.00 per hour or part thereof, at one-hour increments. To avoid overtime charges, all clean-up needs to be complete prior to the last hour prepaid by your contract.

3. Any food items left will be disposed of immediately following the function.

4. Smoking is not permitted inside the facility. Smoking is permitted outside in designated areas only.

5. No signs may be taped on exterior walls, or doors or the walls of interior hallways, and no signage may be placed in hallways, lobbies, or the exterior of the facility.

6. Arrangements for any exterior signage and banners must be pre-approved by General Manager, Mark Simpson, at least minimum of one (1) week prior to any event.

7. All added decorations are to be free standing. No tape, nails, pins or staples may be used in walls, ceiling or wood. Nothing may be hung from curtains. No confetti or glitter is permitted on the property. If the cleanup from your event exceeds normal cleaning, you may be charged additional cleaning fees of \$75.00 and up.

8. Additional items provided by host i.e. stage, centerpieces, flowers, etc. will be removed during stated time frame.

9. The facilities Living Room, any upstairs rooms and hallways elevators and stairways are strictly off limits to guests; especially children. For their safety please do not allow children in the parking lot anytime during the event. Fire doors may not be propped or blocked at any time for any reason.

10. The designated caterer will provide all staff necessary to set up, replenish and manage all food. Only personnel from the caterer will manage food.

11. Caterer/host will insure that the entire facility is bussed free of disposables and all other decor items prior to the end of the event. The Metropolitan Club will mop finishing kitchen, and bathroom floors, and vacuum the front of the house. All other debris and remnants of the event must be removed within the stated time frame by the staff. Failure to do so will result in additional charges for the area not left "broom clean".

12. Property removed from The Metropolitan Club by guests or staff of the host is the responsibility of the host.

13. The Metropolitan Club does not assume responsibility for any items left by the caterer, guests, or host. The host and caterer are responsible for removing all articles and items brought to the facility during the event.

14. The Metropolitan Club and the host will agree upon a floor plan prior to the event. Any changes to the plan, e.g. moving or adding tables, chairs, etc will be the host's responsibility.

15. All Alcohol will be provided by host unless otherwise noted. All Non-Alcoholic beverages will be provided by host unless otherwise noted.

16. A Floor Manager will be provided by TMC within the cost of the facility's rental. Any additional staffing provided will warrant an additional charge.

17. If the event must be cancelled after all or part of the fees have been paid, the facility office must be notified in writing. There will be no refund of deposits or payments. Reserved dates may not be postponed or changed. All date changes will be treated as cancellations, except in the case of an act of God. Should such an event occur which reasonably prevents guests or vendors from safely reaching or accessing the facility, all monies paid will be credited toward a rescheduled event. All parties agree to work together to reschedule the event as soon as reasonably possible.

18. Accurate final numbers allow us to properly schedule production. Your final guarantee is also the number we use to establish proper staffing levels to ensure outstanding service. Your cooperation and understanding is greatly appreciated. A final guarantee representing the number of guests to be in attendance is required for all events seven (7) business days prior to the event date. Please call by to give us your final guarantee. Final guarantees are not subject to adjustment and represent the minimum on which final charges will be based. If you elect not to provide a final guarantee, the

estimated number of guests reflected on the Projected Billing will be used as the final guarantee. Increases in actual guest count will, of course, result in additional charges. If the guest count increases by more than five percent (5%) after the final guarantee is given, per person food charges for the additional guests will be increased by twenty-five percent (25%). If the guest count increases after 8:00 am the business day prior to the event, per person food charges for these last-minute additions will be billed at an additional fifty percent. If actual attendance is greater than the final guaranteed number with no prior notice, per person food charges for the additional guests will be increased by fifty percent (50%). Under these conditions the menu may require modification to accommodate additional unexpected guests. Beverage charges are not subject to this policy.

19. If the final guarantee is less than the original minimum guarantee, facility and staffing pricing will be adjusted to reflect the percentage of the reduction. (i.e. For an event with a final guarantee of 80 guests and a minimum guarantee of 100 guests, the guest count has been reduced by 20%. Facility and staffing pricing therefore will be increased by up to 20%).

20. By acceptance of this contract, lessee shall and hereby does covenant and agree to indemnify, defend, hold harmless, release, and discharge the Metropolitan Club, and each of its officers and employees from any and all liability, claims, losses or judgments arising out of any theft, personal injury, death, or damages to real or personal property resulting from lessee's use of the facility, with the exception of gross negligence on the part of the Metropolitan Club and/or its staff.

21. Hosts, guests, and employees shall at all times strictly comply with and abide by all laws and ordinances, Federal and/or State and/or Municipal and applying to or affecting the use and occupancy of the facility.

22. In the event of specific damage to the premises as a direct result of the activities of the lessee, lessee's staff, subcontractors, clients, or any guest at the event (ordinary reasonable wear and tear excepted) the lessee assumes responsibility for prompt payment of the reasonable cost of any repair and/or replacement necessary to correct such damage.

23. A \$1,500.00 security deposit is required in advance of the event. Any scheduled payments, subsequent to the deposit will be subject to a 'late fee' imposed on the account as soon as it reaches the point where it is 29 days past due. Events still in a state of delinquency at 60 days past the due date can be subject to cancellation.

24. The Metropolitan Club shall not be responsible for any items heretofore mentioned when prevented from doing so due to riots, strikes, epidemics, Acts of God, or any other legitimate conditions beyond the control of the Metropolitan Club. If such acts or conditions occur, the Metropolitan Club is not liable for damages which the lessee, his/her group or representative, may suffer.

With the execution of this contract, The Metropolitan Club is committed to providing the stated services and assures delivery of same. Please sign this contract agreeing to

these terms and conditions. In addition, as with all scheduled events at this facility, all deposits are non-refundable, and non-transferable.

**Please review and sign our Event Policies/Contract through your Event Portal. A signed contract is due 24 hours after a deposit has been received. Your event will not be confirmed until a deposit AND signed contract ARE received. Your signature ONLY represents the approval of our Event Policies/Contract. The details of your proposal will be permanent after you have made your final decisions at least thirty (30) days prior to your event.**

*THIS CONTRACT HAS BEEN APPROVED BY THE METROPOLITAN CLUB, 1 MAY 2019*