

Rockland Golf Course - Smith's Catering

276 Plain Street Rockland, MA 02370 781-710-9942

Email: <u>RocklandFunctions@SterlingGolf.com</u> - Website: <u>www.RocklandGC.com</u>

Use of Facilities Waiver of Liability

Date of Use
(name of organization or individual)
hereby agree to indemnify, defend, and hold harmless, Sterling Golf Management, Smith's Catering an their employees from and against any and all losses, claims, damage, liability, injury, compensation, expenses including attorney's fees incurred by Sterling Golf Management arising from the use of the facilities by
(name of organization or individual)
its members, guests or invitees resulting in injury or property damage.
Signature
Print Name
Date

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Conditions of Contract: (Page 1 of 2) Rental Agreement

- ROOM RENTAL FEE: A non-refundable Room Rental Fee is required for all function hall rentals. A reserved date will be confirmed only upon receipt, which will be acknowledged. Until such acknowledgment is received, no reserved date can be assumed. Credit cards may be used for the Room Rental Fee.
- 2. MINIMUM GUARANTEE: The number of guests stated on the agreement is the guaranteed number for which you will be financially responsible. Please confirm a minimum guaranteed attendance 14 days ahead of the date of your event. This is the minimum you will be responsible to pay even if the event is cancelled. If no guarantee is received, we will prepare for the number indicated on the original Rental Agreement and will charge accordingly. Please bear in mind that last-minute changes hinder our goal of serving your guests properly. Final guest counts cannot be lowered after 14 days prior to your event; however, we would do our best to accommodate more if at all possible.
- **3. FINAL CHANGES:** Any service additions (i.e., linen rentals), seating and table arrangements and setup instructions are due ten (10) days prior to the function. **NO EXCEPTIONS**.
- 4. **SET UP & DECORATIONS**: The site will be available for set up and decoration two hours (or less for smaller events) prior to the event. Special arrangements must be made for any items that will be delivered to the Rockland Golf Course facility in advance. All displays and decorations proposed by the client shall be subject to approval by the Rockland Golf Course and in accordance with local Fire Codes. Banners or display items may not be affixed to any ceiling, wall or floor with nails, staples, tape or any other substance without approval. Any open flame(s), sparklers, birdseed, confetti, rice, etc. is strictly prohibited. Decorations, entertainment, and wedding cake are the responsibility of the client. The Rockland Golf Course will not be liable for any loss or damage to such property for any reason. Cleaning and/or repair charges will apply if damage is found to the room.
- 5. FOOD SERVICE: The Rockland Golf Course has partnered with Smith's Catering to provide all its food service, which can be served both buffet style and formal, plated. No other food or beverages can be brought onto the property. The final count for BOTH buffet and plated services must be provided fourteen (14) days before the event. Cutting of a Wedding cake is complimentary. Food prepared by Smith's Catering cannot be taken home with guests due to liability.
- 6. *OPEN BAR*: An open bar may be provided on the premises served by consumption. A bar tab amount or a time frame may be set with the bar becoming a cash bar afterwards. For all open bars by consumption, the Club will keep a record of all drinks served and an 18% service charge will be added to this total. A deposit in the amount of \$10 per guest is required on all open consumption bars, which will be credited towards the total amount of the bar bill. *The bar closes* % hour before the end of a function, however non-alcoholic beverages will be available.
- **7. ADDITIONAL/UPGRADED RENTALS**: All rentals may be upgraded for additional cost that will be quoted upon request. These include, but are not limited to ice sculptures, linen tablecloths and napkins, chair covers, additional tables, chairs and chocolate fountains.
- **8. TOAST**: If your event includes a champagne toast, it must be poured by a staff person of our facility. Wine or a nonalcoholic toast can be substituted. Champagne or wine choices will be quoted upon request and may be upgraded to a preferred brand but must be provided by the Rockland Golf Course.

- **9. BARTENDERS**: All liquor must be served by a bartender of the Rockland Golf Course. One bartender is provided and will serve up to 75 guests. An additional bartender is required for over 75 guests. Depending upon the event, additional bar staff may be necessary.
- **10. BEVERAGE REGULATIONS:** As a Massachusetts Liquor Commission licensed facility, alcohol service will be regulated as follows: no service to persons under 21 years proper ID required; no alcoholic beverages may be brought onto the property; management has the right to stop service to anyone who has consumed too much liquor; anyone providing alcohol to minors or guests who have been refused service will no longer be served and/or asked to leave the premises. These rules are for the safety of you and your guests.
- **SECURITY DETAIL:** A security detail is required for birthday parties for ages 16 to 21. The Rockland Golf Course reserves the right to require a security officer or police detail for other types of events, which will be the financial responsibility of the renter.
- 12. LIABILITY: Sterling Golf Management, Inc., Rockland Golf Course and Smith's Catering reserve the right to inspect and control all events, including the determination of appropriate entertainment sound levels. Reimbursement must be paid by the renter for any losses and damages resulting from the use of the building and rooms by the renter, their agents, associates and guests. Liability for damage to the premises will be charged accordingly. Sterling Golf Management, Inc., Rockland Golf Course and Smith's Catering will not assume responsibility for injuries or personal property and equipment brought onto the premises.
- 13. **LIMITATION OF RESPONSIBILITY:** Sterling Golf Management, Inc., Rockland Golf Course and Smith's Catering shall not be held responsible for events beyond their control which may affect your function, such as; severe weather, power outages, acts of terrorism, natural disasters, government restrictions, supplier problems (product unavailability) or any other circumstances not within reasonable control.
- **14. WAIVER OF INDEMNIFICATION:** A waiver of indemnification must be signed prior to the start of the event to indemnify Sterling Golf Management, Inc., Rockland Golf Course and Smith's Catering from any claims that may be filed in conjunction with your event.
- **15. PRICE ADJUSTMENT POLICY**: Smith's Catering reserves the right to increase prices before the date of the event due to changes in market fluctuation of food and/or liquor prices. A written confirmation will be sent by Smith's Catering in notification of the final amount.
- **16. PAYMENT**: A 50% payment of the estimated cost is due 45 days prior to the event. Full payment of the balance is due 10 days prior to the event including open bar or consumption bar deposit, any overpayment will be refunded. No personal checks will be accepted for final payment.

Please keep this for your reference and records

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	For Office Use Only Date Reserved	Received by: Receipt#	
Event Date:	Event Time:	# of G	uests
Event			Type/ Description: □ Surprise Party
Contact Person	Phone (H):		
Address:	_ Phone (Cell):		
City:	State:	Zip:	_
E-Mail:			
Notes / Preliminary Set up Instructions: Hall Rental – Wedding (5 Hours) Married Onsite Hall Rental – Party (4 Hours) The Blue Room Hall Rental – Corporate Room Only (2 ½ Hour Hall Rental – Bereavement Hall Rental – Bereavement Corporate Room Conditional Hour(s) Additional Bartender(s) 65+ people Bar Staff (Cocktail Waitress) Champagne or Wine Toast 7% Meals Tax on Champagne or Wine Toast 20% Service Charge on Champagne or Wine Topen Bar Deposit Total Amount due to SGM* Security Detail (check payable to Rockland Poles Food Service Charge 7% Meals Tax on food *Amount Paid to SGM Date Reconditions **Descriptions **Descript	Nbr x Nbr x Nbr x Nbr x Nbr x Toast Nbr x Sice with event date) see menu)	7% =	
*(Final Payment in full – added beverage			
Set up instructions due 10 days before event I have read, fully understand, accept, and agreand in the Conditions of Contract.			ed in this Agreement
Signature:Date:			Date: