

# **Private Function Terms & Conditions**

## **USE OF THE CLUB'S BANQUET AND EVENT FACILITIES**

The Club's Banquet and Event facilities are available for private entertaining. Reservations can be made by contacting the Catering & Special Events team. After we have verified availability for the date and time of your event, you will be asked to complete a Catering Terms Form and Banquet Event Order. Once these forms are submitted along with the non-refundable deposit, we will confirm your reservation.

#### **GUARANTEES & CANCELLATIONS**

The Club requires a final head count on the number of persons attending private parties at least ten (10) business days in advance. The client will be responsible for the minimum guaranteed attendance at the time of signing the contract.

Deposits are non-refundable. Your initial deposit, which is due at the time the contract is signed by a Chevy Chase Country Club management representative, guarantees you the room/location and prevents the Club from offering it to other guests.

If it becomes necessary to cancel an event, you are responsible for the following:

- Cancellation between date of signing and 31 days of event, 50% of the total cost
- If notified between 30 and 15 days in advance of the event, 60% of the total cost
- If notified between 14 and 10 days in advance of the event, 75% of the total cost
- If notified between 9 and 1 days of the event, 100% of the total cost

#### **CLIENT RESPONSIBILITY**

The client assumes full responsibility for all charges incurred.

The Club requires the contracted client to be present during the event. The client will be responsible for anydamages, loss to the Club and/or injuries during the event. The Club assumes noresponsibility for personal or real property left within the Club.

All charges shall be posted to the host's billing account. Members of CCCC will receive a discount on the room rental fee. All clients (including CCCC members) must pay by credit card (Visa and MasterCard), cash, personal check, or cashier check. A balance due that has not been paid fourteen (14) days or less prior to an event must be **paid by credit card**. If the Club has not received full payment for the final estimated charges five (5) days prior to your event, the event will be cancelled and no refunds to deposits or other payments made to CCCC will be issued.

Client Initials:	Date:
All Food and Beverage pric	are subject to a taxable 24% service charge plus current sales ta
Service charge is property of	CCCC.



## FOOD & BEVERAGE REQUIREMENTS

All food and beverages will be prepared on Club premises by the Club's professional staff. Additionally, when a party has a choice of entree selections, a count of each item chosen must be provided fourteen (14) business days prior to the event. Clients should contact outside vendors to

provide wedding or celebratory cakes, which should be delivered directly to the Club by the vendor.

#### **OUTSIDE FOOD & BEVERAGE**

Due to state law, outside alcoholic beverages are not permited. The Client must obtain prior approval from The Club for any food or non-alcoholic beverages from outside sources. A Hold Harmless Agreement and Liability Insurance are required if food or beverage products not purchased and served by Club staff are brought in for consumption by your guests. Service fees will apply to any outside food or beverage served in our function space regardless if Club labor is required.

#### MENU SELECTION

The Client must select from the Clubs special menu. Special plates, presentation styles and dietary requirements may also be accommodated at client's request. Entrée counts are to be submitted no less than fourteen(14) business days prior to your event. The client must provide place cards to indicate each guest's entree selection. Alternative/ additional entrees ordered during the event will be charged accordingly.

For all contracted wedding packages, a complimentary menu tasting may be arranged for the brideand groom. Please contact your event coordinator for available times and restrictions. The Club requires a two weeks'notice when scheduling your tasting.

Vendor meals need to be ordered in advance.

# **BAR REQUIREMENTS**

Full bar arrangements are available, as noted in our special event menus. Requests for special beverages can be accommodated based on market availabity. CCCC permits guests to bring in their own wine for events, which is subject to a \$18 per 750ml bottle corkage charge for all opened bottles. Clients will be charged corkage fee if their guest(s) bring in wine during an event (including during set-up/break-down), evenif they did not know it was being brought in to the Club. Only wine may be brought into the Club; any other alcohol brought into the Club that is not wine will be confiscated. Events using the Club's main barto host a cash or a hosted bar will have an automatic gratuity of 20% added to the bar tab. The Club isnot permitted to serve minors (under 21 years of age) or any guests to the extent of intoxication. California State Law regulates the sale and service of all alcoholic beverages. Clients (and their guests)may not bring any liquor for consumption during their event (including during set-up/break-down).

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Liquor containers will be confiscated and emptied by CCCC personnel.

Last call – all alcohol sales will stop 15 minutes prior to event end time.

#### **BILLING & CHARGES**

After receiving your deposit, the Club will provide you with a payment schedule and a banquet event order (BEO). This form provides you with a complete listing of all party arrangements. Please confirm these arrangements, sign and return the form to the Club. This form lists all the particulars of your event, including timing, food, beverage, decorations, and linen. A 24% club charge is added to all food and beverage sales, and state sales tax is added to the resulting sum. State tax is also added to any charge that is directly related to the service of food or beverage (i.e., set-up, bartender or waiter charge).

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- Cancellation between date of signing and 31 days of event, 50% of the total cost
- If notified between 30 and 15 days in advance of the event, 60% of the total cost
- If notified between 14 and 10 days in advance of the event, 75% of the total cost
- If notified between 9 and 1 days of the event, 100% of the total cost

#### **SET-UP CHARGES**

A standard set-up fee of \$350 will apply to all events. Should extensive meeting room set-ups or elaborate staging be required (i.e. rentals, charges, glassware, special napkins, etc.), a \$500 set upfee will apply to cover the Clubs costs and additional labor. If equipment is necessary that exceeds the Club's inventory, then the Client agrees to pay for the cost of renting this additional equipment.

## **DECORATIONS & TABLE DÉCOR**

White table linen is available for your function at no charge. Should you require special colors not available through the Club, Client may outsource special event needs. The Club does not provide flowers or centerpieces for events. A list of suggested vendors will be madeavailable to any booked client upon request.

Prior authorization must be granted for the use of wire, ties, tape, etc. or decorations that would require affixing them to Club property prior to installation. All candles must have the flame enclosed. Staples, confetti, and glitter are not permitted. Nothing is to be adhered to the walls, ceilings, or chandeliers. Should the Client require any rigging services for this event, all such services must be approved by the Club and you will be responsible for all costs associated there with.

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# **MUSICIANS, PERFORMERS & OUTSIDE VENDORS**

Guests may contract outside vendors to provide entertainment, linen, floral or other services related to an event held at the Club. Please discuss with the Catering Manager, the appropriate delivery times and drop- off locations. For those musicians, performers and outside vendors who may be present during a function (as well as entertainers, photographers, etc.), we apologize, but we are unable to provide hosted alcoholic beverages to vendors and musicians.

Any Live performances in our outdoor spaces will require client to obtain special noise permit, Chevy Chase Country Club will provide forms.

Live bands, special performers, or disc jockeys are the responsibility of the host. Chevy Chase Country Club requires that all vendors operating on property must have \$1 million certificate of liability insurance coverage.

Children's activities and arts & crafts are welcome, but paint, slime, non-washable markers/pens, glitter, and nail polish are not permitted. Any children's activities must be supervised at all times.

#### **PARKING**

The Club's parking lots can easily accommodate the requirements to park cars at your function. However, to ensure that your event runs smoothly, valet parking services are mandatory for functions over fifty (50) guests. Arrangements for Valet must be made through CCCC. Additional charges applied, see page 7 for pricing.

#### **SECURITY**

Events of 75 guests or more, a security guard is required at the expense of the Client. The Club will secure a reputable security personal and post charges to the final bill. Such security personnel may not carry weapons.

#### **ATTENDANT**

Events of 100 guests or more, a bathroom attendant is required. See page 7 for pricing.

#### **DAMAGES**

The Client agrees to indemnify the Club for any damages caused to any Club property as a result of damages related to Clients Event; whether caused by client, clients agents, employees, contractors or agents. The Client assume full responsibility for the conduct of all persons in attendance at your event (as well asaffiliates of your attendees and vendors) and for any damage done to any part of our premises duringthe time of your event. Children attending any events at the club must be supervised by an adult at alltimes.

Client Initials:	Date:	
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#### **SMOKING POLICY**

Smoking is ONLY permitted in the parking lots. Smoking is not permitted within twenty feet (20') of any door or entrances to the clubhouse.

## **DAY & TIME REQUIREMENTS**

The Club is closed on Monday. Events held on this day are subject to additional charges and minimums. Breakfast functions are available beginning at 7:30 a.m. Dinner and social events will be required to conclude at/before midnight 12:00 a.m.

#### **INDEMNIFICATION**

To the extent permitted by law, you agree to protect, indemnify, defend and hold harmless the Chevy Chase Country Club, the Owner and their respective employees and agents against all claims, losses or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees), arising out of or connected with your function, except those claims arising out of the sole negligence or willful misconduct of the Club. You represent and warrant that your activities conducted at the Club and in connection with the function shall not infringe the patent, copyright or trademark rights or violate rights of privacy or publicity of any third party.

#### FIRE SAFETY

All room sets must be in compliance with the local Fire Department regulations pertaining to occupancy load, mandatory aisles and ceiling clearance and fire exits. Any event which has vehicle displays, fog machines, fueled cooking demonstrations, laser, exhibits (including tabletop) or extensive productions with staging and props must have a certified permit from the local Fire Marshall. All associated fees for permits, floor plan approval and stand-by fire watch are your responsibility and final approved copies must be received at least three days prior to the event.

## **AUXILIARY AIDS**

The Club represents, and you acknowledge, that the facilities being rented for you including common areas and transportation services will follow our public accommodation requirements under the Americans With Disabilities Act. You agree that you will furnish to us a list of any auxiliary aids needed by your attendees in meeting or function space at least two weeks prior to your event. You agree to pay all charges associated with the provision of such aids by the Club.

## **DELIVERIES**

Arrangements for delivery of packages should be made through the catering office. Receiving, handling and shipping charges will apply at \$5.00 and \$10.00 a crate. No COD packages will be accepted. The Club policies on safe package handling are based on advice from the United States Postal Service (USPS) and the federal Centers for Disease Control and Prevention (CDC).

Client Initials:	_ Date:	
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## PROMOTIONAL CONSIDERATION

We have the right to review and approve any advertisements or promotional materials in connection with your function which specifically reference the Chevy Chase Country Club name or logo. Chevy Chase Country Club does not offer or accept any terms or conditions which provide commissions, rebates or other forms of compensation related to revenue for food, beverage, or equipment rental.

#### **COMPLIANCE WITH LAWS**

The Client agree to comply with all applicable federal, state and local laws, including health and safety codesand federal anti-terrorism laws and regulations. The Client agree to cooperate with Club and any relevantgovernmental authority to ensure compliance with such laws. The Client represent, warrant and agree thatyou are currently, and at the time of the event which is the subject of this contract will be, in compliance with all applicable local, state, federal regulations or laws, including but not limited to, all provisions of the Patriot Act and regulations or requests of the U.S. Department of Homeland Security and the Officeof Foreign Assets Control in the U.S. Department of the Treasury.

#### **COLLECTION AND ATTORNEY'S FEES**

The parties agree that in the event that any dispute arises in any way relating to or arising out of this contract, the prevailing party in any arbitration or court proceeding will be entitled to recover an award of its reasonable attorney's fees and costs, plus pre and post judgment interest. If the Club retains the services of a collection agency or attorney to assist in the collection of any amounts due under this agreement, you will pay all expenses incurred by us in such collection efforts.

## **ARBITRATION**

The parties agree that subject to the exclusion of intellectual property matters as set forth below, any dispute in any way arising out of or relating to this contract will be resolved by arbitration before JAMS or American Arbitration Association in the state and city in which the Club is located, or the closest available location; provided, however, a dispute relating to patents, trademarks, trade dress, copyrights, trade secrets, false advertising, false representation, unfair competition and/or infringement of intellectual property rights shall not be subject to this provision. The parties further agree that in any arbitration proceeding they may conduct reasonable discovery pursuant to the arbitration rules, that the law of the state in which the Club is located will be the governing law, and any arbitration award will be enforceable in state or federal court.

## **AMENDMENTS AND CHANGES**

The parties agree that any amendments or changes to the arrangements described in this contract must be made in writing, signed by both you and us, provided, however, that this contract includes all signed or unsigned banquet event orders (and the terms and conditions contained therein and attached thereto) issued by us for this and related events.

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## **INSURANCE**

You agree, if requested by us, to obtain and keep in force, during the term of its occupancy and use of our premises for your event, policies of general liability insurance, specifically referring to and including the contractual liability referred to herein, premises-operations, broad form property damage, independent contractors coverage, and personal injury liability with limits of \$1,000,000.00 with such responsible insurance companies satisfactory to us; and, if applicable, worker's compensation insurance to statutory limits, employer's liability insurance with limits of \$100,000.00 and automobile liability insurance covering all owned, non-owned and hired vehicles with limits satisfactory to us. You agree to include Chevy Chase Country Club and Owner in such policies as additional insureds thereunder. Your insurance will be considered primary of any similar insurance carried by us. You agree to deliver to us at least three (3) days prior to your event copies of certificates of insurance for each policy required by us.

# **FORCE MAJEURE**

Neither party shall be responsible for failure to perform this contract if circumstances beyond their control, including, but not limited to; acts of God, shortage of commodities or supplies to be furnished by the Club, governmental authority, or declared war in the United States make it illegal or impossible for the Club to hold the event.

# **AMENITIES AND SERVICES AVAILABLE FOR EVENTS**

Based on a 5-hour event

Must be ordered at least fourteen (14) business days prior to your event

**Bridal Lounge Attendant** | \$300

Valet Parking | \$875

Required for groups of 50 or more. CCCC contracts with a third-party vendor for valet service.

Dance Floor | \$300

Bartender Fee | \$250

Cake Cutting Fee | \$5/personSecurity | \$450/ guard

Bathroom Attendant | \$150/attendant

Sales tax will be added to all charges. All prices are subject to change.

#### **COMPLIMENTARY AMENITIES**

(based on house availability)

- White House Linens
- Mahogany Chiavari Chairs
- Assorted Tables
- Display Easels

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