

105 Shell Drive Bonita Springs, Florida 34134 239-992-0024 www.theclubatbarefootbeach.com

CATERING CONTRACT

Function Name:
Function Date:
Function Time:
Estimated Guest Count:
Group or Company (If Applicable):
Client Name:
Address:
Phone:
E-Mail:

The Following Terms & Conditions Apply:

Deposits

A non-refundable deposit and signed catering contract are required to confirm your function date and time. The deposit required to confirm a function is \$1,000.00. The deposit will be put towards your final bill at the conclusion of the event. This contract and deposit must be agreed upon and signed 14 days after the date was placed on hold, or within 30 days of the function date whichever is sooner. See page 4 for Pandemic Policy Terms regarding your deposit.

Room Rental Fee

There will be a room rental fee of \$2,000.00 for all events. Rental fees are non-refundable and secure your event date at The Club. Room rental fee includes tables, chairs, house linens (white), china, glassware, flatware, set-up and break-down of the event. This amount is in addition to the ceremony site fee listed below for wedding ceremonies.

Member-Sponsored Event

In the instance of an event being member-sponsored and the room rental is waived, the \$1,000 non-refundable deposit will still be required for the booking of the function. The deposit will be put towards your final bill at the conclusion of the event. The member must send an email to the Event Manager stating that they will be sponsoring the event with the sponsored name and event date. Member-sponsored events are still responsible for paying appropriate set up fees.

Checks & Credit Cards

Checks are required for payment of the deposit. Credit cards may be used to pay the final invoice at the end of the event however there will be a 4% processing fee added to each bill paid by credit card. Checks are highly encouraged.

Tax, Service Charge, Minimums

Menu Prices do not include tax or service charge. Food and beverage items are subject to service charge of twenty percent (20%). Food and beverage are also subject to sales tax of seven percent (7%). The combined state and local sales and use tax rate for Collier County will include a 6% state sales tax and the 1% infrastructure surtax. Known as a discretionary sales tax, all businesses, including The Club at Barefoot Beach are required to collect the surtax when a transaction occurs, for admission to an event, and when a delivery is made into a county with a discretionary sales tax.

If your company is *tax exempt* for your event, a Consumers Certificate of Exemption must be issued prior to your event. If it is not issued prior to the event, the company will be billed and responsible for the tax.

All events must have a minimum of 30 guests, or must meet the food and beverage minimum as stated below. The Club at Barefoot Beach reserves the right to increase menu prices to meet the food and beverage minimum requirements. Member food and beverage minimums may vary based on the time of year.

Meal Period	Food & Beverage Minimum
Breakfast	\$1,500.00++
Lunch	\$1,500.00++
Dinner	\$4,000.00++
	*

*Non-inclusive of tax and service charge.

Property Damage, Theft & Responsibility

Function hosts assume full responsibility for their attendees and are liable for any damage and/or theft caused by attendees. Member sponsors assume full responsibility and are liable for any damage and/or theft caused by their guests and attendees. A charge will be applied to the final bill for any damage and/or theft. The Club does not permit the affixing of any decorations or materials to the walls, floor or ceiling.

Smoking

The Club at Barefoot does not allow smoking inside the building. This includes the 3rd floor veranda area and staircase. Smoking is only permitted in the parking lot away from other members.

Security

The Club cannot assume responsibility for the damage or loss of articles or merchandise left in the banquet room prior to, during or following the function. No alcoholic beverages will be served to minors.

Food and Beverage

All food and beverage must be purchased through The Club and is subject to all Federal, State and Local laws. Due to fluctuating market conditions, prices are subject to change. Your food and beverage price is not guaranteed until you have selected your menu and signed your Banquet Event Order. Client will be responsible for underage guests. Under Florida law there is no food or beverage allowed to leave The Club. The Club is not responsible for any excess food or beverage left over. There will be no adjustments to the bill due to excess of food or beverage.

<u>Menus</u>

Your menu selections should be submitted a minimum of two (2) weeks in advance. The Club allows for no more than (2) entrée selections for plated dinners. Place cards or Name Tags must specify each guest's selection with any dual entrée service. The client is to provide a list of which tables each guest is sitting at and their entrée selection for dual entrée service. Due to fluctuating market conditions, prices are subject to change. All menu prices are subject to change until you have selected and signed your Banquet Event Order.

<u>Guarantee</u>

Confirmation of the number of guests to be served and final menu selections must be received no later than fourteen (14) business days prior to your event. If we have not received a final guarantee within those fourteen (14) days prior to your function, the preliminary contracted guaranteed number will be charged or the actual number served, whichever is greater. The Club at Barefoot Beach reserves the right to make a final count on the day of the function to confirm the number of guests in attendance.

Room Access

Function guests will be admitted into the banquet room and expected to depart at the time stated on the Banquet Event Order. Event organizers may access the room (30) minutes prior to event if any setup is required. All breakfast events must depart the banquet room by 12pm; lunch events must depart banquet room by 3pm; all dinner events must depart banquet room by 11pm.

Wedding decorators will have access to the room the morning of the event from 9:30am to 12:00pm. After that, the room will not be available to guests until (30) thirty minutes prior to event. All wedding receptions have room access until 11:00pm. By 11:00pm all guests, entertainers, and materials should be leaving The Club. The Club management has the full right to charge an hourly rate of \$100.00 per hour if guests stay past the allotted time.

Day of Wedding Coordinator

The Club at Barefoot Beach provides you with a Day of Wedding Coordinator for a fee of \$500.00.

- Primary point of contact on your wedding day, there to ensure all timelines are executed properly
- Provides a Ceremony Rehearsal prior to the day of the wedding. Processional order must be sent to Event Manager (1) week prior to rehearsal
- Arrives a minimum of 4 hours before your ceremony time
- Lines wedding processional up and coordinates with DJ or Entertainment for special music requests
- Responsible for minimum setup, including but not limited to, placement of escort cards & favors
- Not responsible for the overall design and decor of your wedding

Ceremony Site Fee

There will be a \$1,500.00 ceremony site fee which will include white square-back resin chairs, water station, set-up, break-down and moving all beach chairs away from ceremony.

Tasting Menu Items

The Club at Barefoot does not carry every item in house that is on our Banquet Menu. Therefore, we do not offer any tastings. We do offer the opportunity to make a reservation in our Shell Dining Room after a contract is signed and deposit is made. You may order off the menu to experience our quality of food, presentation, and high level of service. You will be responsible to pay for all items ordered off the menu at menu price, plus tax and service charge. Our Shell Dining Room is available Wednesday-Saturday. You will need to contact the Event Manager to make your reservation and adhere to Shell Dining Room dress code.

Package Set Up Fees/Enhancements

- Bartender Fee \$125/bartender (1 bartender per 50 guests required)
- Uniform Chef Fee \$150/each
- Valet \$100/each (1 valet per 25 cars)
- 65" Samsung LED flat screen TV \$100
- Bose Sound System with Wireless Microphone \$100
- Cake cutting fee \$3 per slice
- Furniture removal fee \$300 and higher

Cancellation Policy

Cancellation must be made within 21 days of the event or will require full payment of all menu items selected on the Banquet Event Order. Menu items are defined as any food or beverage selections listed on the Banquet Event Order. Please sign below to acknowledge your acceptance, initial the bottom right corner of each page and return to The Club at Barefoot Beach with your final payment. This can be mailed in or emailed.

Refund (include with cancellation policy)

All deposits are non-refundable. (See below for Pandemic Policy)

Pandemic Policy

The Club at Barefoot Beach reserves the right to <u>alter or change an events status</u> due to local, state or national government mandates or executive orders. In the event of a cancellation due to a global pandemic or virus outbreak, a full refund of the \$1,000.00 deposit up to 14 days in advance will be returned. If event is postponed to a later date the deposit will be held until the event.

The Club at Barefoot Beach is following all CDC guidelines and cleaning procedures for the safety of our members, guests and staff. The Club at Barefoot Beach <u>requests that you follow the most current CDC</u> <u>Guidance regarding travelers for your event.</u>

By signing this addendum, you are acknowledging to the <u>best of your ability that your guests are in good health</u> <u>and showing NO flu-like or Covid-19 symptoms prior to entering The Club property</u>. Please sign below to acknowledge your acceptance and return to The Club at Barefoot Beach. This can be mailed in or emailed. Please note these terms and conditions are subject to change at any time.

It is our privilege to host your event at The Club and create a "One of a Kind" experience. We look forward to working with you!

All the best, Amanda Wichmanowski Director of Membership & Communications

Accepted By:

Signature

Date

Print Name