

Planning Helper – EXAMPLE

Function Space Contract for

Meeting | Conference | Event | Social Function | Catered Function

Name of Hotel or Venue Address City State Zip	Name of Group Name of Function or Event Arrival / Departure Dates				
Date Agreement Prepared	Month Date Year				
Group Contact Name	Your name here if authorized to sign				
Title					
Organization	Your group name here				
Address					
City State Zip					
Telephone Fax Email					
Venue Contact Name	Name of Venue				
Title	Address, City, State, Zip				
Telephone Fax Email	Web Site Address				
[Group] and [Venue] agree as follows:					
First Option					
Your private function has been booked on a first option tentative basis.					
Date and Day of the Week	Time	Function	Number Guests	Set-Up	Room Rental
Month Date Year Sunday	6 - 8 P	Reception	400	Foyer Flow	0
Month Date Year Monday	8 A – 12 N	Gen Session	500	Theater	2,500.00
Month Date Year Monday	AM & PM	Coffee Break	300	Foyer Flow	0
Month Date Year Monday	12N – 2 P	Luncheon	300	Rounds	0
Month Date Year Monday	2 – 5 P	Breakout	75	Classroom	500.00

Month Date Year Monday	2 – 5 P	Breakout	75	Classroom	500.00
Month Date Year Monday	2 – 5 P	Breakout	125	Classroom	500.00
Month Date Year Monday	2 – 5 P	Breakout	125	Classroom	500.00
Month Date Year Tuesday	8 A – 12 N	Gen Session	500	Theater	2,500.00
Month Date Year Tuesday	AM & PM	Coffee Break	300	Foyer Flow	0
Month Date Year Tuesday	12N – 2 P	Luncheon	300	Rounds	0
Month Date Year Tuesday	2 – 5 P	Breakout	75	Classroom	500.00
Month Date Year Tuesday	2 – 5 P	Breakout	75	Classroom	500.00
Month Date Year Tuesday	2 – 5 P	Breakout	125	Classroom	500.00
Month Date Year Tuesday	2 – 5 P	Breakout	125	Classroom	500.00
Month Date Year Tuesday	6 – 8 P	Banquet	400	Rounds	500.00

Definite Booking – Sample Phrase

Once you sign and return this letter, along with the required deposit of \$_____, your reservation will be confirmed and considered a definite booking. This signed contract and deposit of \$_____ are due not later than [Month | Date | Year | Time of Day].

Minimum Revenue Commitment – Sample Phrase

Based on the approximate number of guests set forth above a minimum of \$_____ in combined banquet food, beverage and meeting room rental will be spent at your function. This minimum does not include guest room charges, service charges, tax, labor charges, audiovisual, or any other miscellaneous charges incurred. Should your final count drop below the approximate number of guests listed above, we will be happy to advise you on additional alternatives in food and beverage which will bring you back up to the agreed upon minimum revenue figures for your function.

The following are example titles of the legal clauses you may find in function room contracts with an explanation of what they mean in simplified language. These examples are not legal clauses to be used in contracts. Please see our [Terms of Use](#).

Cancellation Policy

This policy should state that either the Hotel or your Group has the right to cancel with written notice to the other party and also give a sliding scale of what the cancellation penalty would be if notice is given within certain time frames such as 6 months in advance, 3 months in advance and 30 days in advance or the contracted arrival date.

Sample Sliding Scale -

More than 6 months from arrival date to 90 days prior to the event - \$50,000

90 Days prior to event until one month prior to event - \$ 65,000

Less than one (1) month up to arrival date - \$85,000 (represents the full amount quoted as the minimum required)

Guarantee Counts

States the date and time that a final count of attendance for food and beverage service must be submitted to the venue and/or caterer. It will be considered a guarantee. A reduction in the count will not be accepted afterwards and the group will be responsible for payment of that number even if fewer people show up. If more are served, the actual number served will be charged. Usually a statement of policy for the amount the caterer will prepare over the guaranteed number to accommodate unexpected walk-ins will be included here.

A final count of your expected attendance will also be required for meetings and other functions that do not require food and beverage, but the purpose will be to verify that the size of your group materialized as expected and that service staff and set up requirements do not need to be adjusted.

Taxes

A statement that the customer will pay the federal and local taxes but may not quote the tax rates.

Food and beverage

Policy restricting food and beverage being brought into the venue or facility by the client will be stated and most likely a clause will be included requiring the client to initial how charges for alcoholic beverages will be handled (on a per person basis or based on consumption) or if alcoholic beverages are not to be served.

Food and beverage menus and arrangements are rarely outlined in this type of contract, which is primarily meant to reserve function space. These details will be confirmed in explicit detail by the caterer's banquet event order (BEO) anytime within 60 days of the event. The BEO is considered a contract, so treat it as such.

Contingency

States that the venue and caterer will not be required to provide the services outlined in the contract due to unforeseen conditions such as a labor dispute, accidents, restrictions upon travel, and other things that would make it impossible for them to perform.

Method of Payment

Billing terms and credit policies will be described here.

Service Charge

The percentage of the current service charge will be quoted here but how the service charge will be distributed will not be included. A percentage will most likely go to the establishment to offset a portion of the cost of labor or for maintaining the equipment used for your functions. A percentage may go to the salaried managers you work with and another percentage divided among service personnel from departments that may surprise or disappoint you. Service charges are mandatory, BUT gratuities are not. If you want to ensure that specific service personnel receive a gratuity, inquire about how service charges are distributed and, if necessary, add extra to your payment to be given as a gratuity to the personnel that you designate are to receive it.

Liability

This clause will usually state that the customer must pay for any damage done to functions rooms or any part of the building by guests, employees, contractors or other agents (speakers or entertainers, etc.) under the customer's control, and that the venue or caterer will not be responsible for any merchandise left behind or stolen.

Permits and Licenses

States that the customer is responsible for securing whatever licenses or permits are required by any federal, state or local governing body in order for the event to take place.

Event Room

The venue will reserve the right to assign a group to a different room than agreed upon if the size of the group changes or for any other reason that the venue's deems necessary.

Agreement

There will usually be some kind of closing statement about signing of the contract and whether or not a fax or email signature will be considered binding.

Signature Lines

Signatures by both parties must be secured before the contract will be binding. A contract will probably be sent to you without signatures from the venue or caterer. This is a standard practice and protects the venue from being bound to any changes you might pencil in before signing it yourself. If the contract is agreeable to you and you sign it, require that the venue or caterer return a "countersigned" copy of it for your files to prove that both parties agreed to the terms.

By the Hotel's Authorized Representative:

By: _____
Name: _____
Title: _____
Date: _____

By the Group's Authorized Representative:

By: _____
Name: _____
Title: _____
Date: _____