

Encinal Yacht Club
1251 Pacific Marina, Alameda, CA 94501-1192
Office (510) 522-3272 Fax (510) 865-8630

BANQUET FUNCTION CONTRACT

1. In arranging all private functions, an estimate of the number of persons attending must be provided two weeks prior to the scheduled event, with the final guarantee specified seven days in advance. This number will be considered a guarantee, and charges will be based on actual guest count or guaranteed attendance, whichever is greater. Should the number of persons attending exceed the guaranteed amount the Club will make all reasonable attempts to accommodate such additional persons, up to an additional five percent of the final guaranteed attendance.
2. All taxes, federal, state, and municipal are in addition to prices herein agreed upon which may be imposed or be applicable to this agreement and to the services rendered by the Club. The Club reserves the right to change quoted prices as necessary prior to thirty days of the event.
3. No food and/or beverages of any kind are permitted onto the Club premises by the Patron, his/her guest(s), without special permission of the Management. The Club reserves the right to assess a charge for the service of said food or beverages.
4. A non-refundable, non-transferable deposit of \$500.00 shall be paid for confirmation of the function date for the full Main Dining room. The entire deposit is credited toward the final billing. Payment shall be made in advance of the function unless credit has been established to the satisfaction of the Club. Member events will be charged to your club account. A 1.5% late charge per month will be added to any unpaid balance.
5. Cancellation Policy: All cancellations must be received in writing. If cancellation occurs 90 days prior to event, 25% of the estimated charges will be billed to the client. If cancellation occurs 60 days prior to the event, 50% of the estimated charges will be billed to the client. If cancellation occurs 30 days prior to the event, 75% of the estimated charges will be billed to the client.
6. Smoking is not permitted in the Clubhouse. To accommodate members and guests who wish to smoke, outside smoking areas are provided.
7. Facility Fee [Non-Member]: \$2000.00 for the Main Dining room, and [Member]: \$500.00 for Main Dining room.
Facility Fee [Non-Member]: \$1000.00 for half of the Main Dining room, and [Member]: \$250.00 for half of the Main Dining room.
Facility Fee [Non-Member]: \$700.00 for the Regatta room, and [Member]: \$150.00 for the Regatta Room.
Facility Fee [Non-Member]: \$200.00 for the Lawn Area, and [Member]: \$100.00 for the Lawn Area.
Facility Fee [Non-Member]: \$1000.00 for half of the Pool Area, and [Member]: \$250.00 for half of the Pool Area.
If your event is a member sponsored event, you will be charged the member rate. The Club may contract security for a fee of \$150.00 per security guard.
- 8 Dress Code: The Club maintains a very conservative dress code that requires all apparel to be considered appropriate for the occasion. The Club may refuse service to any Member or Guest.
9. Decorations: The Club will permit the Patron to provide table decorations. No use of nails, tacks, tape, or confetti products is permitted at any time. Other decorations may be permitted with the expressed written consent of Management. All decorations and personal items must be removed at the conclusion of the function, or a minimum fee of \$100.00 will be charged.
10. The Patron shall assume responsibility for all guests or invitees of the Patron and shall reimburse the Club for any damage to Club property caused thereby. The Patron shall indemnify and hold the Club harmless from any and all liability arising out of the acts or omissions of the Patron, its guests or invitees. The Club does not assume any responsibility for the damage, loss of merchandise, or articles left in the Club prior to, or following the function. The Patron agrees that activities not in the public interest, or those, which are illegal or unlawful, will not be permitted, allowed or undertaken by any persons using the facilities of the Club pursuant to this application. In the event that either the Club or the Patron shall bring any action or proceedings for the damages for an alleged breach of any provisions of this agreement, the prevailing party shall be entitled to recover as part of such action or proceedings, reasonable attorney's fees and court costs.
11. I authorize Encinal Yacht Club to gather whatever personal credit information it deems necessary and appropriate. Pursuant to Section 1788, et. Seq., of the Civil Code of the State of California. I understand that Encinal Yacht Club will retain any credit information. I further understand that should my account become 30 days delinquent, I authorize Encinal Yacht Club to report my account as delinquent. I also understand that I will be responsible for all late charges, collection fees, and any and all court fees associated with collection of my debt. I also understand it is my responsibility to notify any creditor of changes of name, address or employment.

Member Function: Yes No *Member Sponsor:* _____ *Member #* _____

Name: _____ *Social Security Number* _____ - _____ - _____ *Contact Name:* _____

Address: _____ *City/State* _____ *Zip* _____

*Work Phone*_(_____) _____ *Home Phone*_(_____) _____ *Fax*_(_____) _____

Function: _____ *Date:* _____ *Time:* _____ *Expected Attendance:* _____

Credit Card Type: _____ *Credit Card Number:* _____ *Expiration Date:* _____

Non-Member's Signature: _____ *Date:* _____

Member's Signature: _____ *Date:* _____

Encinal Yacht Club Management's Signature: _____ *Date:* _____