

Event Contract

Your hosts will be:

 Jennifer O'Neill
 Daniel O'Neill

 518.222.9567
 518.222.9481

This Event Contract (the "Contract") is entered into by and between The Venue, located at 65 Congress Street, Cohoes, NY, 12047 and "The Wedding Party" on this the ______ day of ______, 2020

THE WEDDING PARTY

Brides Name:	Phone:	Email:	
Address:			
Groom's Name:	Phone:	Email:	
Address:			
Date of Event:			
(Month)	(Day)	(Year)	(Day of Week)
Event Type: <u>Ceremony/Reception</u>	Estimated Guest Count:	Confirmed	Guest Count:
Event Start Time: <u>4:00 pm</u>	Event End Time: <u>9:30 pm</u>	Event Setu	ıp Time: <u>10:00 am</u>
Bridal Party Arrival: <u>9:00 am</u>	Immediate Family Arrival: <u>3:00 pm</u>	Guest Arri	val: <u>3:30 pm</u>
(The Venue shall make the facilities reasonably availab remove all set-ups in a timely manner and restore The V All wedding ceremony/receptions events will have acce. Special arrangements may be made for earlier access and may access The Venue 30 minutes prior to the event. E	Yenue to its previous condition at the conclusion of the ss to The Venue four (4) hours prior to the contracted tir I may incur an additional labor charge. Immediate fam	wedding, excepting me of the event for	normal and reasonable wear and tear. flowers, cake, and entertainment set up.

Normal Facility Fee: <u>\$4,300</u> FB Challenge: <u>\$300</u> Final Facility Fee: <u>\$4,000</u>

Facility Deposit: <u>\$1,000</u> (Received Om:_____

(A \$1,000 deposit is required along with this executed contract to reserve The Venue for the specified date and time. All deposits and payments are non refundable and non transferable. It can be dropped off at an agreed upon meeting at The Venue, or it can be made out to O'Neill Property Management LLC, and mailed to 65 Congress Street, Cohoes, NY 12047. This Facility Fee does not apply towards Beverage Minimums.)

Another payment of \$1,000 is due 90 days after the original deposit. The remaining balance for the space is due 120 days prior to the event date or ______ and the beverage cost is due in full 60 days prior to the event date or ______ via cash, personal check, bank check, Paypal, or credit card. If a credit card or PayPal is used then an added service charge of 3% must be applied. Any additional charges will be collected the day of the event. A credit card authorization form must be completed and on file 7 days prior to the event for any incidentals the day of the event.

Event insurance is required and must be received 30 days prior to your event date. O'Neill Property Management LLC would need to be listed as an additional insured with a minimum coverage of 1 million dollars. Your homeowners will typically cover this but another option is <u>http://www.kandkinsurance.com/sites/events/Pages/Wedding-Events.aspx</u>

Taxes shall be added to other charges, which must be paid under this agreement. To not be charged state sales tax, your group must have a copy of its current tax exemption certificate on file with us a minimum of five (5) days prior to the event. Sales tax will be charged if these certificates are not on file.

65 Congress Street | Cohoes, NY 12047 | 518.222.9481 | www.TheVenueCohoes.com

Responsible Service of Alcohol

Beverage Services:

The Venue shall provide all beverages served. A schedule of all beverage selections and the cost for such selections shall be attached to this Contract as Exhibit A and by reference be specifically incorporated hereto. The Wedding Party will be charged for the guaranteed amount and any increase above the guarantee.

In accordance with the Laws of the State of New York, all persons must be 21 years of age or older in order to be served any alcohol. The Wedding Party agrees to cooperate fully in enforcing this law including presenting picture ID proof of age. No id no service. Our bartenders reserve the right to refuse service of any alcoholic beverages to anyone deemed or presumed to be intoxicated. We expect full cooperation of The Wedding Party in this matter. There will be no shots or three liquor drinks. Only one drink will be served at a time to each person.

Beverage Service - Beer, Wine, and Soda: $\frac{27/\text{Per Person}}{27/\text{Per Person}}$ Beer, Wine, Liquor, Soda: $\frac{35/\text{Per Person}}{25/\text{Per Person}}$ (Does not include top shelf liquor) Beverage Estimate: $\frac{x}{(\text{Guest Count})} = \frac{x}{(\text{Beverage Estimate})}$ (The guaranteed beverage service charge is due sixty (60) days prior to the event date.)

The minimum beverage service required by this agreement may be met with alcoholic and/or nonalcoholic beverages. The party agrees to purchase alcoholic or non-alcoholic beverages from The Venue in an amount equal to or greater than the minimum beverage service guarantee or, in the case of a cash bar, pay any deficit between the minimum beverage guarantee and the total of purchased beverages and cash bar receipts. Payment for any balance remaining on the beverage service charges is required at the end of the event and may be made by check, cashier's check, credit card, PayPal, money order or cash. Alcoholic beverages not purchased from or served by The Venue are not permitted on the premises.

Beverage Service Start Time: <u>4:15 pm</u> Beverage Service Last Call: <u>8:30 pm</u> Beverage Service Ends: <u>9:15 pm</u> (Bar service shall end 60 minutes prior to the ending time of the event. Any continuous alcohol service lasting more than 4 hours is at the discretion of The Venue's Manager on Duty. Additional open bar may be provided by The Venue by providing a credit card number.)

There will be a 20% bar setup/breakdown/cleaning fee and 8% Sales Tax added to each event.

Vendors

(For Your Use)

Event Planner Name:*	Contact Name:	Contact Phone:	
(An Event Planner is recommended but not re		0	
Photographer Name:*	Contact Name:	Contact Phone:	
Photographer Start Time:	Contact Name: Photographer End Time:		
(No Furniture is to be dragged across the floor mouldings when moving equipment.)	s, stood on, or moved from the room in which it sits. Care m	sust be taken to not scratch the hardwood floors or hit door	
Entertainment Name:*	Contact Name:	Contact Phone:	
	<u>Entertainment End Time:</u> iy The Wedding Party must have approval of the management of The Venue. Entertainment must remove equipment from		
the facility and vacate the premises one hour l	efore the end of the event or by 10:45 pm whichever is soon	er. Care must be taken to not scratch the hardwood floors or hit l level of the music during your event that will not be disruptive	
Caterer Name:*	Contact Name:	Contact Phone:	
Caterer Start Time: (The Wedding Party can bring in their own ca services must be provided by your Caterer. Yo and anything required to serve the food.)	tering service unless they are specifically excluded. Unless	otherwise specified at the time of contract signing, all food . dinner plates, salad plates, dessert plates, glassware, flatware	
*Must provide an insurance certif	icate per the attached sample and not be spec	ifically excluded as a vendor.	
Hair Stylist Name(s):	Phone:	Email:	
	Phone:	Email:	
	Phone:	Email:	
	Phone:	Email:	
Makeup Artist Name(s):	Phone:	Email:	
	Phone:		
	Phone:		
	Phone:	Email:	

(Hair and Makeup Artists should take care not to burn or damage any countertops or drop any items on the floors that can be stepped on or sat on by the bridal party. Do not unplug any in house equipment.)

Payment Terms:

Your deposit is credited towards your event the day it is received by The Venue. Another payment of \$1,000 is due 90 days after the original deposit. The remaining balance is due 120 days prior to the event date via cash, personal check, bank check, PayPal, or credit card. If a credit card or PayPal is used then an added service charge of 3% must be applied. Any additional charges must be paid in full the day of your event.

For all events the final balance for contracted services is due fourteen (14) days before the contracted date of the Event and any "open" agreements for services including bar services must be settled immediately after the Event. There is a ceremony set-up fee of \$350 for all wedding ceremonies held at The Venue. Receptions requiring early access may incur an additional labor charge. There will be an additional charge of \$500 for Wedding Events that extend past 10:00 pm.

Cancellations: All deposits and payments are non refundable and non transferable if cancelled by The Wedding Party. In the same manner, if for any reason other than fire, acts of God, or other conditions beyond our reasonable control, The Venue becomes unavailable for use, a full refund of all payments will be issued to The Wedding Party.

Pets: No pets are allowed.

Smoking: The Venue is a non smoking facility. Smoking is only allowed at the designated area provided at the alley side of the building by the parking lots. There is no smoking allowed at the front entrances.

Parking: All vehicles must be parked at 65 Congress Street only in designated parking areas. The Wedding Party and their guest's are not permitted to park any type of vehicle, including motorcycles and bicycles, on lawns or sidewalks or areas not designated for vehicular parking. There are two municipal lots located within 800 feet of The Venue.

Displays, Decoration, and Guest Property: We are not responsible for lost or damage to any property, which you or your guest bring into The Venue or leave at The Venue before, during, or after the event. Any decorations or entertainment contracted or brought in by The Wedding Party must have approval of the management of The Venue. The use of birdseed, rice, other aerial favors and sparklers is strictly prohibited on The Venue premises. All décor brought into this facility must be removed from the facility at the end of the event, by The Wedding Party unless prior arrangements have been made in writing. Left over property will be discarded after seven days and The Venue cannot take responsibility for loss of or damage to property due to theft or any other cause.

Indemnification: The Wedding Party agrees to protect, indemnify, defend, and hold harmless The Venue, its owners and employees, and agents, against all claims, losses, or damages, to persons or property, government charges or fines, and cost (including reasonable attorney fees,) arising out of or connecting to the event, including but not limited to, the installation, removal, maintenance, occupancy, or use of the premises, or part thereof, by The Wedding Party, or any guest, invitee, or agent of The Wedding Party, or any independent contractor hired by The Wedding Party, except those claims arising out of the sole negligence or willful misconduct of The Venue, its owners, and employees, shall not be liable for failure to carry out such agreements as mentioned which are caused by fire, acts of God or other conditions beyond reasonable control of The Venue, its owners and employees

Daniel O'Neill or Jennifer O'Neill for The Venue Signature: Print Name: Title:

The Wedding Party: Signature: Print Name: Date:

Signing this contract, the customer agrees to all of the terms and conditions.



Event Policies and Procedures

•All beverages must be provided by The Venue.

• Food services, linens, and tableware must be provided by others as long as they are not specifically excluded. Not responsible for pickup or drop off.

•All bar/liquor service will be in compliance of local and state ABC laws. Bar service shall end 45 minutes prior to scheduled conclusion of event. Any continuous alcohol service over 4 hours is at the discretion of the manager on duty.

•An open bar may be provided by The Venue by providing a credit card number.

•The Venue is a non-smoking facility. Smoking is not prohibited in the building and only allowed at the designated area at the side alley by the parking lot.

•All wedding event decorations must be approved in advance by The Venue staff.

•Bubbles may be used outside only. The use of birdseed, rice, sparklers, aerial favors, glitter, small stones, or confetti is prohibited.

• Any items not available at The Venue for use at events may be rented for an additional charge by means of an outside vendor.

• The Venue staff/management is not responsible for decorations, centerpieces, equipment or any items left after the event.

• The Wedding Party or their guests may not alter, supplement, install, or otherwise change the heating, cooling, or lighting system of The Venue.

•No materials shall be placed or stored in any of the storage rooms of The Venue except with prior written approval from the Site Coordinator. The Venue assumes no responsibility for items stored at The Venue.

• Guests are not permitted to utilize areas not designated for the event.

• Any incidental damages to the property will be the responsibility of The Wedding Party.

• The Wedding Party also agrees to furnish "O'Neill Property Management LLC" with a credit card number as a security deposit at the signing of this agreement. The Security Deposit will be held by "O'Neill Property Management LLC" as security for The Wedding Party's faithful performance of all the required terms, covenants, and conditions placed by this Agreement upon The Wedding Party. If The Wedding Party fails to perform under the terms of this Agreement, then "O'Neill Property Management LLC", at its option, may appropriate and apply as much as may be necessary, to compensate "O'Neill Property Management, LLC" for losses or damages it sustains due to The Wedding Party's actions.