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# Contract

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- 1. GUARANTEE:** A non-refundable security deposit of \$500.00 (or \$1,000.00 for full ballroom) and a signed contract must be on file to reserve event space. Exact attendance for all events must be made by the authorized representative seven (7) days in advance of the event and will be charged as your final count. If the guarantee is not received in our office by the 7 days deadline, your most recent attendance will be charged and will not be subject to change. All charges are based on the guarantee, or the actual number of guests served, whichever is greater. All excess food remains property of Yankee Trace. Reduction of the anticipated attendance by more than 25% within 3 weeks of the function date is subject to a service charge of 50% of the lost revenue due to the reduction. May through December a \$5,000.00 food & beverage minimum, excluding tax and service charge, must be met for Saturday afternoon or evening full ballroom rental.
- 2. MENU SELECTIONS:** Menu selection must be made a minimum of 30 days prior to the function date. Menu selection cannot be changed less than seven (7) days before function date. The host is responsible for providing color coded place cards (in alphabetical order) indicating who receives which entree. Customized menus can be developed for your special event.
- 3. BALLROOMS:** Rooms are available for the time confirmed only. All events are subject to room rental charges. Room rental charges are as follows: \$125.00 for one-quarter of the ballroom, \$250.00 for one-half of the ballroom, \$500.00 for the entire ballroom and \$250.00 for the Academy room. In the event your attendance, times, dates, or meal functions change, we reserve the right to relocate your group to another room. In such case, the undersigned will be notified of the planned changes in advance, if possible. Evening events are rented for a 5 hour time frame. An additional \$200.00 charge will apply if any part of an additional hour over the 5 hour time frame is exceeded.
- 4. PRICES:** Prices are subject to change without notice and are subject to applicable state sales tax and a 21% service charge.
- 5. PAYMENTS:** In addition to the security deposit, for wedding receptions, a non-refundable food deposit of \$2,000.00 of the reception food and beverage bill is due 180 days prior to the event. For all other events, the balance of the estimated food and beverage bill is due seven (7) days prior to the event. Any charges in excess of the estimate will be due at the conclusion of the event. You are required to have an active credit card number on file. If the estimated food and beverage bill is higher than the final bill, you will be reimbursed and a check will be issued within 15 business days. If the estimated food and beverage bill is lower than the final bill, remaining charges will be settled to your credit card. A 20% collection charge will be added to any unpaid balance 30 days after the event. The undersigned agrees to pay reasonable attorney fees and costs associated with collection of an unpaid balance. Any outstanding bills may be turned over to a collection agency, or an attorney, for collection if not paid within 30 days of the event.
- 6. DAMAGES:** Both the security deposit and food deposit shall be applied to your final bill provided there are no damages. If damages would exceed the security deposit, the undersigned agrees to indemnify and fully pay and reimburse for any and all remaining costs of replacement of damaged premises, Clubhouse property, equipment and facilities of the Clubhouse which are in any way damaged, destroyed or otherwise defaced or injured by the use of the undersigned or their agents, guests and invitees. The undersigned also agrees to be personally responsible for any outstanding balance that is due.
- 7. DECORATIONS:** All banners must be hung by Yankee Trace personnel. No pins, tacks, nails or double faced tape may be used to hang materials on the walls. Any damages will be charged accordingly. If another person (under your accountability) in your party is to assume this responsibility, we must be notified of his or her name prior to the event. We have table mirrors and votive candle holders available, if requested, at no additional charge. Candles may be used but must be enclosed in glass. We do not allow confetti. If you contract with an outside vendor for services/products, you are responsible for delivery and return of those goods. Yankee Trace assumes no responsibility for any outside vendor's services, products, or equipment.

8. **PACKAGES:** To insure that your important packages are handled properly, we suggest that you ship packages to arrive no more than two (2) business days prior to the event. Packages should be identified with your name, group name, and date of event. If you require packages to be shipped out, please contact our office manager for assistance. If packages, decorations or materials are not picked up within 48 hours following your event, they become property of Yankee Trace.
9. **PRICES QUOTED:** Prices are subject to a proportionate increase to meet increased cost of food, beverages and other costs of operation existing at the time of performance of our undertaking by reason of increases in present commodity prices, labor costs or taxes. The undersigned expressly grants the right to Yankee Trace to raise prices herein quoted, and to make reasonable substitutions on the menu, and agrees to pay such increased prices and accept such substitutions. Yankee Trace agrees to give reasonable notice to the undersigned in the event of an unavoidable price increase when date is secured with signed contract and deposit.
10. **PERFORMANCE OF THE AGREEMENT:** Between Yankee Trace and the undersigned is contingent upon the ability of Yankee Trace management to complete the same and is subject to labor disputes, accidents, government regulations, restrictions upon travel, transportation, food, beverage or supplies and other causes beyond the control of the management preventing and interfering with performance.
11. **GUIDELINE COMPLIANCE:** As part of the consideration for use of the facilities at Yankee Trace the undersigned agrees to fully comply with all of the provisions set forth in the General Information and Guidelines, a copy of which has been supplied to the undersigned.
12. **RELEASE AND INDEMNITY:** The undersigned hereby specifically releases, indemnifies and holds harmless the City of Centerville and its Council members, employees, officers or agents from any and all liability, claims, actions, demands and judgments resulting from loss of life, or damage or injury to person or property, which may be sustained by any person, organization, or entity, while participating in the use of the facility at Yankee Trace. This provision shall include the reimbursement for any and all expenses incurred by those whom it is to protect as a result of such injuries, including, but not limited to, attorney's fees and any costs associated therewith.
13. **CANCELLATIONS:** ANY ADVANCE FEE DEPOSITS PAID IN CURRENCY, BY CHECK OR CREDIT CARD ARE NON-REFUNDABLE. We request that all cancellations be in writing and signed.
14. **GENERAL INFORMATION AND GUIDELINES:** The foregoing Contract and attached General Information and Guidelines collectively constitutes an offer to the undersigned by the City of Centerville, Ohio doing business as The Golf Club at Yankee Trace to provide to you the goods and services set forth therein. By signing below, the undersigned accepts said offer and agrees to abide by the terms and conditions of this offer.

Please sign and return one copy to us.

Event Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Company/Group: \_\_\_\_\_

Signature Date: \_\_\_\_\_

City of Centerville Signature: \_\_\_\_\_

Signature Date: \_\_\_\_\_

Approved as to form and for use in year 2018

By: Scott A. Liberman, Municipal Attorney

March 6, 2018



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## General Information and Guidelines

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Thank you for your interest in Yankee Trace. It is our goal to provide you with quality food, service and atmosphere. To do this, we ask your support and cooperation in the following areas:

1. Yankee Trace will provide all food and beverage services. Clients may not bring any food or beverage into the facility, with the exception of wedding cakes.
2. Business related functions: fees are based on 8 hour maximum room occupancy. If meeting supplies are requested, additional fees will accrue. A minimum of \$3.50 per person in food and beverage cost must be met or the room rental fee is doubled.
3. When available, the client may have access to the room two (2) hours prior to the event to place decorations.
4. For wedding ceremonies up to 180 people, a \$350.00 fee will be charged for a three (3) hour time frame immediately prior to your Yankee Trace reception.
5. It is the policy of Yankee Trace that we maintain a No Smoking environment. We are appreciative of your cooperation in following this policy.
6. Yankee Trace does not assume responsibility for damage or loss of any merchandise or personal articles left on the premises prior to, during, or following the function.
7. Yankee Trace reserves the right to refuse bar service to anyone who appears intoxicated or is under the legal age for alcohol consumption.
8. Centerville residents and businesses are eligible to receive a 10% discount on room rental charges.
9. Tax exempt certificates must be filed in our office at least seven days prior to the event.
10. Rental of audio visual equipment is available.
11. It is the responsibility of your group to contract and pay for any outside entertainment desired.
12. In the event outside security is needed, private guards must be hired directly by and at the expense of the client. Only security companies licensed by the State of Ohio are acceptable. Guards must be uniformed and may not carry weapons.
13. Packages for meetings may be delivered to Yankee Trace two working days prior to the event date. The following information should be included on all packages: (A) Meeting Contact, (B) Organization Name, (C) Hold for Arrival (date of the function), and (D) Banquet contact. Any alternative arrangements are to be approved by the office manager. Clients are responsible for return shipping on all packages.
14. The Yankee Trace staff member on duty during your event has full authority. Please abide by all his/her requests and be considerate of other guests.
15. If you would like additional services, the following fees will apply:

|                        |         |
|------------------------|---------|
| Dance Floor Set-up Fee | \$80.00 |
| Cake Cutting Fee       | \$55.00 |
| Keyboard               | \$40.00 |
| TV/DVD                 | \$55.00 |
| Flip Chart             | \$25.00 |
| LCD Projector          | \$55.00 |
| Screen                 | \$25.00 |
| High Speed Internet    | \$30.00 |