

The Birch Room Banquet Hall

FUNCTION CONTRACT

This contract is dated this ___ day of _____, _____, by and between Boundaries, Inc., and The Birch Room (hereinafter referred to as “Caterer”), and _____, (hereinafter referred to as “Client”).

General Information:

Name of Client: _____

Phone Number: _____

Address: _____

Type of Function: _____ Date of Event: _____

Estimated Guest: _____ Hours of Service: _____ to _____

Guest Count Guarantee:

The final guaranteed guest count is due by _____. The “final guest count” is what the Client agrees to pay at the “per person” charges set forth in the Menu Selections of this agreement, plus any sales tax and 18% gratuity. If Client fails to provide a guaranteed number by the due date, Caterer will provide food for the estimated count as listed above in this agreement, and Client agrees to pay for this number.

Payment:

The entire amount due balance is due ten (10) days _____ prior to your event. Prices are subject to change due to market conditions up to sixty (60) days prior to the event. We accept all major credit cards and pre-approved checks.

Policies and Procedures:

Client agrees to all Policies and Procedures as detailed in the attached The Birch Room Banquet Hall Policies and Procedures.

Caterer Not Liable:

Caterer is not responsible for supervising Client or Client’s guest. Client shall be liable to Caterer for Client’s or Client’s guest negligent acts or willful misconduct, and Client agrees to pay any property damage created thereby. Client agrees Caterer shall not be responsible

for damages of any lost or stolen articles, any equipment, or decorations that are brought into the establishment by the Client or the Client's guest. Client agrees to indemnify Caterer and hold Caterer harmless from any and all liability, loss or damage, including attorney's fees and court cost which it incurs as a result of Client's or Clients guest negligent acts or willful misconduct or as a result of any damages to or loss of Client or Clients guest property.

Breach of Contract:

In the event of a breach by Client of this agreement, Client shall pay all costs and expenses, including attorney's fees incurred by Caterer to enforce this Contract against Client.

Miscellaneous:

This agreement shall be governed by and construed in accordance with the laws of the state of Wisconsin. All suits must be filed in Rock County Circuit Court. This agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior oral and written agreements.

All terms of this contract, including all The Birch Room Banquet Hall Policies and Procedures, The Birch Room Banquet Hall Menu Selections as stated in this contract are accepted by:

Client Signature	Date
------------------	------

The Birch Room Representative	Date
-------------------------------	------

The Birch Room Banquet Hall

Policies and Procedures

1. A \$500.00 deposit is required to reserve your date; **this is a deposit only and does not apply towards your balance owed.** The security deposit will be applied towards any damages or loss incurred by Boundaries, Inc. or The Birch Room (the “Caterer”) due to negligent or willful acts of Client or Client’s guests. Refundable portions of the security deposit will be returned to the booking party within fifteen (15) days after the function. In the event of a cancellation, the security deposit will be refunded only if the hall is booked for the same day and time. Furthermore, the security deposit is good only for the date originally booked unless we receive notice of the change six (6) months prior to the original date.
2. A \$_____ Room Rental Charge is required _____ days. This fee will cover the charge of the room, all linen (table clothes, table skirting, and cloth napkin) and 2 Bartender for the event. Caterer will determine the number of Bartenders needed. There is a \$15.00 per hour charge for each additional Bartender.
3. Occasionally, there may be additional charges, i.e. security, more guest than the guaranteed count, additional bar charges, security etc. All linen, utensils, and equipment will be accounted for and any missing items will be the Client’s responsibility. Any and all additional charges must be settled prior to the end of the function.
4. An 18% gratuity charge and applicable state sales taxes will be added to all prices. Groups requesting tax exemption must submit current documentation of their tax-exempt status at the time of payment.
5. **All beverages consumed on the premises must be purchased through the Caterer.** No one under the age of 21 may be served alcohol; proper identification is required to assure that all minors are not being served.
6. All food consumed on the premises must be purchased through Caterer. Under no circumstances will we allow any other professional entity of caterer on our premises. Food that is provided by the Caterer may not leave the premises. The Birch Room reserves the right to terminate any function without refund, should we learn of the use of a caterer for any portion of the served food, with the exception of your wedding or event cake. All Wedding cakes must come from a licensed Bakery. We will cut and serve your cake for an additional charge.
7. Decorations may not be taped, tacked or nailed to any part of the banquet hall. No **glitter**, **Bubbles**, silly string, confetti, or animals (including fish) are allowed. In the event that additional clean-up is necessary, i.e. use of glitter or confetti, or other excessive disorder,

Client will be charged a clean-up fee which will be taken out of the initial deposit. Any decorations, cake parts, or other items left in the banquet hall the following day will become property of The Birch Room unless other arrangements have been made.

8. Last call in the Banquet Hall is at 12:00 am. The hall must be cleared by 1:00 am. This includes all Clients, Client's guests, decorations and any equipment unless other arrangements have been made.

Client Signature

Date

Road Dawg Representative

Date

The Birch Room Banquet Hall

Menu Selections

Party Date

Party Name

Final Count

Single Entrée Buffet: _____ **Choice of 1 Entrée**

Cold Buffet: _____ Includes: Ham and Turkey sandwiches, baked beans, 1 salad, chips & dip and Coffee.

2 Entrée Hot Buffet: _____ Choose 2 Meats, 1 potato, 1 vegetable, 1 salads. Includes: Dinner Roll with Butter and Coffee.

3 Entrée Hot Buffet: _____ Choose 3 Meats, 1 potatoes, 1 vegetables, 1 salads. Includes: Dinner Roll with Butter and Coffee.

Choices of Salad** Tossed Potato Salad Cole Slaw Macaroni Salad Three Bean Pasta Salad
Cucumber Salad Cottage Cheese Jell-O with Fruit Fruit (seasonal)

Choice of Meat**

Glazed Ham	Swiss steak	Baked Fish
Baked Chicken	Roasted Turkey	Vegetarian Lasagna Rolls
BBQ Chicken	Roast Pork	Spaghetti and Meat Balls
Chicken Cordon Bleu	Roast Beef	

Choices of Potato**

Mashed with Gravy
Au gratin
Baked
Twice Baked
Roasted Red
Rice or Sage Dressing
Sage Dressing

Choices of Vegetable**

Baby Glazed Carrots
Fresh Green Beans
Green Beans Deluxe
California Blend
Corn
Baked Beans

**Variation to Menu can be discussed with Kitchen Manager.

Listed Prices exclude sales tax and 18% gratuity.

The Birch Room Banquet Hall

Cold Hors D' oeuvres:

(Serves approximately 40 – 50 people)

Relish Tray with Dip

Cheese, Sausage and Cracker Tray

Fruit Bowl/Basket (Seasonal)

Chips with Dip

Chips with Salsa

Cocktail Sandwiches (50 mini sandwiches)

Cocktail Shrimp.....Fair Market Value

Hot Hors D' oeuvres:

Meat Balls (1/2 case, approximately 200 - 250 pcs)

BBQ Cocktail Franks (1/2 case, approximately 200 - 250 pcs)

Chicken Drumminettes (1/2 case, approximately 130-145 pcs)

Pop Corn Shrimp (1/2 case, approximately 250 pcs)..... Fair Market Value

Broaster Jumbo Popcorn Chicken (1/2 case, approximately 50 4ozservings)

Listed Prices exclude sales tax and 18% gratuity.

Beverages:

Punch (2 gallons)

Champagne – House

Asti

Non-Alcohol

½ Half Barrel

½ Half Barrel (Premium, Michelob, etc.)

Unlimited Soda – per person

Unlimited Coffee – per person

Deserts:

Tray of Cookies

Tray of Brownies

Listed Prices excludes sales tax and 18% gratuity.