

CREATIVE CATERING

St. Lucie Trail Golf Club
951 SW Country Club Drive Port Saint Lucie, Florida 34986

CATERING & RENTAL AGREEMENT

Please post your invitations in the following manner:

Creative Catering at St. Lucie Trail Golf Club
951 SW Country Club Drive Port Saint Lucie, Florida 34986

A copy of a driver license is required by the person(s) responsible for payment. Please present now.

Host 1 Name _____ Cell _____

Host 2 Name _____ Cell _____

Current Address: _____ City _____

State _____ Zip Code _____

Email Address: 1. _____

Email Address: 2. _____

Date of Booked Event _____ Time of Event _____

DEPOSITS

In order to secure your date and remove it from availability to other persons, we require a **non-refundable** deposit. Please note: All monies and payments collected before your event date are considered deposits and are non-refundable upon cancellation of your event.

2nd Payment Due on _____ \$ _____

Final Payment Due on _____

Out-of-state checks will not be accepted for the final payment of an event. a money order or credit card will only be accepted for out of state clients.

I understand that a 20% service charge and 7% FL Sales Tax has been applied to my **TOTAL** invoice. This service charged is applied for operating expenses related to having your event at Creative Catering.

Signature # 1

Name Printed

Date

Signature # 2

Name Printed

Date

Signature # 3

Name Printed

Date

Signature # 3 (Pertains to parents, guardians or other persons contributing any type of payment towards the booked event. As this person, I fully understand to all of the above terms and conditions.)

CANCELLATIONS & RE-BOOK FEES

All cancellations or re-bookings (changing of a date) must be provided ***in writing*** via email or letter to: 951 S.W. Country Club Drive, Port Saint Lucie FL 34986 or info@creativecateringBH.com

Your final guest guarantee is due 1 week prior to your event date. It is *your* responsibility to contact Creative Catering to give your final count. If you do not give your final guest count, the original count on the invoice will be implemented. Your final count **MAY NOT** be reduced after your final count has been given.

A \$ 500.00 RE-BOOK fee will be assessed for changing the date if it is within 120 days from your original event date.

A \$ 650.00 RE-BOOK fee will be assessed for changing the date if it is less than 60 days from your event date.

ALCOHOL

Under the terms of our Florida alcoholic beverage license, "No alcoholic beverages are permitted to be brought into this catering facility by ***any*** person, for any reason. To ensure this policy is strictly enforced and does not jeopardize our alcohol license, the following shall be adhered to.

1. Beverages of any kind and in any container or vessel are presumed to contain an alcoholic beverage, thus not permitted into our facility.
2. The signer of this contract shall be wholly responsible for the conduct of the event invitees. As such, a \$500.00 cash bond shall be collected and forfeited should this policy be violated by any person or guest attending this event.

Bar service will close 15 minutes prior to the end of the event, if a "cash bar" is ordered. An "open bar" will stay open for the duration of the paid bar hours. **"Shots" are not permitted if an "Open Bar" has been ordered.**

PLATED MEAL REGULATIONS

If you ordered a plated meal, (not buffet style) it is the client's responsibility to inform the guests of their food options in their invitation. These food counts must be given to Creative Catering 7 days prior to your event date. It is also the client's responsibility to create food "cards" to be placed in front of the guests, so our staff are informed of the entrée that the guest pre-ordered.

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SET-UP

Four (4) hours set up time is given before the start of each event. Event set up *may* be permitted the day before for a fee under the following conditions:

1. The space must be available with no booked events. Ask Karyn about availability.
2. A rate of \$ 100.00 for additional rental hours will be applied.

CATERING

Catered, must be ordered for the **TOTAL** amount of guests attending. No refunds will be given for non-consumption of alcoholic beverages and/or food. **If guests arrive at your event that did not RSVP you will be charged for these guests. The balance for food & beverage will be taken out of your \$ 500.00 cash deposit at the end of your event.**

TO-GO FOOD

Due to the Florida Health Department Laws and Regulations for Catering Services, any left over or unconsumed food may *NOT* be taken out of the facility, with the exception of a carry-in event cake.

CONDUCT

Creative Catering and its agents reserve the right to terminate any party, meeting, or other gathering should the conduct of its guests become boisterous or otherwise exhibit objectionable behavior. No refund or other consideration will be given in this instance. A guest list is required for all Sweet 16 parties, Quinceanera's and other gatherings having minors as their guests. Any guests not on the pre-written list will be prohibited from entering the facility. No Exceptions. Chaperons are required for parties where the majority of the invitees are minors. We require a minimum of 1 adult for every 15 minor guests. Remember, the signee of this party is personally responsible for the conduct, well-being and personal safety of its minor guests. Should you not properly supervise your guests and drug and/or alcohol use occur anywhere on or around this venue, you are accountable, as they are under your supervision.

Creative Catering is a non-smoking and drug free facility. Use of tobacco or vaping products are NOT permitted inside the facility. Patrons who wish to use tobacco or vaping products may do so outside of the facility.

BRIDAL SUITE

Our private suite located on the first floor may be rented for an additional fee. This premise must be left clean, tidy and free of hangers, plastic bags and personal items. The time allotted for this space is up to 7 hours before the start of your event. A walk through will be conducted before the use of the space to determine any preexisting damages or concerns. Any damages to the space, furniture, light fixtures, and/or accessories are the sole responsibility of the signee and they will be charged accordingly.

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TIMES & ROOM LAYOUT

If your time schedule changes, please contact your Creative Catering representative and every effort will be made to accommodate you. Room rental fees apply to all events. On the day of your event, should you request a significant change in room set up, you will be charged accordingly for our re-arrangement labor. To avoid this situation, we suggest communication between the person booking the event and the actual event participants.

Should your scheduled event become a gathering for which we were misinformed, or your gathering becomes a commercial event, all fees/deposits received by Creative Catering shall be retained and the event will be cancelled.

EXCUSE OF PERFORMANCE (Force Majeure)

The performance of this agreement by Creative Catering is subject to acts of God, war, government regulations, advisory or shutdown, disaster, fire, virus, illness, accident or other casualty, strikes or threats of strikes, labor disputes, civil disorder, acts and/or threats of terrorism, or curtailment of transportation services or facilities, or similar cause beyond the control of Creative Catering. Should the event be cancelled through a Force Majeure event, all fees paid by customer to Creative Catering, will not be refunded but will be applied to a new date. Creative Catering will allow for the event to be rescheduled, pending availability, with no penalty, and there shall be no further liability between the parties.

INDEMNITY

Customer agrees to indemnify and hold harmless Creative Catering & ST. Lucie Trail Golf Club, its officers, staff and agents working on its behalf, from any and all claims, actions, suites, costs, damages, and liabilities resulting from the breach of this agreement, negligence actions, willful misconduct or omissions of Customer, and Customer’s guests, invitees, agents and sub-contractors.

SEVERABILITY

If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

INSURANCE

Creative Catering shall carry liability and other insurance in such dollar amount as deemed necessary by Creative Catering to protect itself against any claims arising from any officially scheduled activities during the event/program period(s). Any third party suppliers/vendors used or contracted by Customer shall carry liability and other necessary insurance in the amount of no less than One Million Dollars (\$1,000,000) to protect itself against any claims arising from any officially scheduled activities during the event/program period(s); and to indemnify Creative Catering which shall be named as an additional insured for the duration of this Contract.

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ADVERTISING

I hereby grant Creative Catering permission to use my likeness in a photograph, video, or other digital media ("photo") in any and all of its publications, including web-based publications, without payment or other consideration. I understand and agree that all photos will become the property of *Creative Catering* and will not be returned. I hereby irrevocably authorize Creative Catering to edit, alter, copy, exhibit, publish, or distribute these photos for any lawful purpose. In addition, I waive any right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photo.

PICTURE LOCATIONS

Picture taking locations: You are welcome to take pictures anywhere on-site with the exception of the putting green and golf course.

SECURITY DEPOSIT

Your \$ 500.00 security deposit is due to cover contract neglect, damages, incidentals and food and beverage for additional guests. If any of the above rules, regulations and/or conditions on this contract are broken in any way, your \$ 500.00 security deposit will be forfeited.

WEDDING INSURANCE

Creative Catering has provided an informational package and basic guidelines regarding private wedding insurance. Opting for wedding insurance is the sole responsibility of the client.

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