

# **Event Contract**

Date: 8/20/2019 Revised: 7/12/2019

**Client:** 

Wheaton Park District

**Event Date:** 

Thursday, December 12, 2019

2:30 pm - 8:00 pm

**Event Name:** Holiday Party

Time:

**Contact:** 

Amy Seklecki

**Estimated Guests:** 175

Address:

855 W. Prairie Ave Wheaton, IL 60187

Food & Beverage Minimum: \$7,500.00

Telephone:

(630) 510-4989

E-mail:

aseklecki@wheatonparks.org

BANQUET ROOMS									
Banquet Room	Descripti	on Setup Style	Start	End	Room Charge				
Le Jardin	Set Up	Banquet	2:30 pm	4:30 pm	\$0.00				
Le Jardin	Dinner	Banquet	4:30 pm	mg 00:8	\$0.00				

# Cantigny Park and Golf Event Contract and Terms & Conditions

## Pricing

Arrowhead will receive a \$7,500.00 credit to their invoice and in turn agree to crediting \$7,500.00 to Cantigny's final event invoice on January 10, 2020.

If Arrowhead/WPD cancels their December 12, 2019 event the \$7,500 credit to Cantiany becomes voided and if Cantiany cancels their event on January 10, 2020, Arrowhead/WPD will be issued an invoice for the cost that was credited on December 12, 2019.

There are minimum Food and Beverage Spending Requirements to reserve your event in Cantigny event facility venues including, but not limited to Le Jardin, Red Oak Room, Joseph Medill Room, William Medill Room, Woodside Pavilion, and any other rented space to be made private for your event. Food and Beverage Spending Requirements vary, dependent upon event space, day of the week, prime (May-Oct) or non-prime season, and time of event). The contracted Food and Beverage Spending Requirement for the Client's contracted event will be listed on the contract.

The Food and Beverage Spending Requirement is inclusive of food and beverages provided, and does not include tax, service charge, or additional services such as specialty rentals (linen, décor, chairs, chair covers, etc.), audio visual services, additional staffing, etc. Should the Food and Beverage Spending Requirement not be met, the remaining balance will be added to your bill as "unmet Food & Beverage minimum".

A 21% service charge and all applicable sales taxes will be added to all food and beverage charges. All menu items are subject to availability and may change or be deleted without notice.

Any menu changes, deletions or substitutions will be communicated to contracted clients in the timeliest manner possible.

All cancellations will result in full forfeiture of any payments or deposits paid.

# **Deposits**

To reserve an event space at Cantigny, a deposit is required to hold your space. Deposits are due at the time of

contract submission. Deposit requirements are as listed below:

Prime Season (May – October):

- -Le Jardin, Red Oak Room, Woodside Pavilion Dinner: \$1500.
- -Le Jardin, Red Oak Room, Woodside Pavilion Lunch: \$500.
- -All other event spaces: \$500 or 50% of the Food and Beverage spending requirement, whichever is less. Non-Prime Season (November April):
  - Le Jardin, Red Oak Room: \$500
  - All other event spaces: \$500 or 50% of the Food and Beverage spending requirement, whichever is less.

Wedding Ceremony in Cantigny Park:

-75 or fewer guests: \$250 -More than 75 guests: \$500

A credit card on file is required for all events. This credit card will only be charged if authorized with guest consent, or upon failure of the Client to fulfill contract requirements.

If the contract is cancelled by the client for any reason, all deposits and payments made will be forfeited in full.

### Payments & Timeline requirements:

## Weddings (Reception only or Ceremony & Reception):

- -Deposit is due at time of contract submission.
- -Six months prior to your event (or half way between your contract date and event date, whichever is later):
  - -50% of the minimum contracted Food and Beverage spending requirement is due. Previously paid deposits will be applied to meeting the 50% of the minimum contracted Food and Beverage spending requirement.

### -One month prior to your event

- -Final menu choices must be made.
- -All a/v needs, specialty linens, special request wines, special request décor are due at this time.
- -If a/v needs, specialty linens, special request wines, special request décor requests are not made at this time, Cantigny can't guarantee the availability of all requests.
- -All special requests are subject to availability and additional charges.
- -Updated guest count estimate requested.

#### -Ten days prior to your event

- -Final guest counts are due.
- -100% of the remaining estimated total is due at this point
- -Final menu/entrée counts must be provided. If menu/entrée counts are not provided at this point, Cantigny can't guarantee availability of all menu selections.
- -Any special menu requests such as allergies, dietary needs, etc, are due. Any special menu requests made after this time may not be able to be accommodated.
- -Floor plan showing location and number of tables, special set up information, and counts of entrees per table.

## -Within 10 days of your event

-Any additional services requested must be paid for upon request, and before the service is rendered.

# -Day of your event

The credit card on file (or alternative payment arrangement as approved by Cantigny Management) will be charged for any additional guests, incidental costs/charges, or damages.

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- -All food and beverage sales are subject to all applicable sales tax and 21% service charge. These charges will be added to your final bill.
- -Prices will be honored based on the current wedding menu at date of contract signature, unless client chooses to order from menu update released after contract signature. At which point, pricing will be determined by menu client chooses.

#### Non-wedding events:

-Deposit is due at time of contract submission.

### -One month prior to your event

- -Final menu choices must be made.
- -All a/v needs, specialty linens, special request wines, special request décor are due at this time.
- -If a/v needs, specialty linens, special request wines, special request décor requests are not made at this time, Cantigny can't guarantee the availability of all requests.
- -All special requests are subject to availability and additional charges.
- -Updated guest count estimate requested.

## -Ten days prior to your event

- -Final guest counts are due.
- -Final menu/entrée counts must be provided.
- -If menu/entrée counts are not provided at this point, Cantigny can't guarantee availability of all menu selections.
- -Any special menu requests such as allergies, dietary needs, etc., are due. Any special menu requests made after this time may not be able to be accommodated.

## -Day of your event

- -The credit card on file (or alternative payment arrangement as approved by Cantigny Management) will be charged for any additional guests, incidental costs/charges, or damages.
- -All food and beverage sales are subject to all applicable sales tax and 21% service charge. These charges will be added to your final bill.
- -Prices will be honored based on the current menu at date of contract signature, unless client chooses to order from menu update released after contract signature. At which point, pricing will be determined by menu client chooses.

#### Wedding Ceremonies at Cantigny Park (when not booked with reception at Cantigny):

- -Deposit is due at time of contract submission.
- -If client cancels event prior to 48 hours ahead of start time, the deposit will be forfeited in full. No other charges will be incurred by the client.
- -Within 48 hours of the start time of the event, if Client chooses to cancel the event for any reason, including due to weather deemed acceptable by Cantigny Management, Client will be subject to charges up to the full contracted price of the event. These charges will be made to the credit card on file, unless immediately paid otherwise by the client.
- -Two days prior (48 hours) to the start time of contracted event, payment of remaining estimated total is due.

## Weather events less than 48 hours prior to your ceremony (after final payment is made):

-Weather activity that may cause the cancellation of a ceremony includes, but is not limited to severe weather, lightning, high winds, or heavy rain.

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- -Within 48 hours of the start time of the event, if Cantigny is forced to cancel the event due to severe weather, the total paid by the guest for the ceremony rental will be limited to \$1500. A partial refund of the final payment made will be issued to the Client as needed to recoup overpaid monies.
  -Within 48 hours of the start time of the event, if Client chooses to cancel the event for any reason, including due to weather deemed acceptable by Cantigny Management, Client will be subject to charges up to the full contracted price of the event. These charges will be made to the credit card on file, unless immediately paid otherwise by the client.
- -If an indoor back up location is contracted for the ceremony, the client will have up to two (2) hours prior to the start of the event to determine if they would like to move the ceremony to the back-up location due to weather. Should the client choose to continue with the event at the outdoor location there will be no chairs or décor provided at the back-up location should Cantigny be forced to move the event to the back-up location due to weather.
- -Wedding Ceremonies not associated with a contracted reception will not be guaranteed an indoor back-up location for use in the event of severe weather. Should there be a suitable back-up location available and not in use by any other Cantigny guest, employee or event (internal or external), Cantigny may attempt to make such a location available to the Client

#### Day of your event

-The credit card on file (or alternative payment arrangements with Cantigny Management) will be charged for any additional guests, incidental costs/charges, or damages.

Any failure to follow payment schedule as dictated by this contract by will result in cancellation of event and loss of deposit and any other monies paid. All payments may be made via credit card, cashier's check, or cash.

#### **Events in the Woodside Pavilion**

All events in the Woodside Pavilion are subject to the following Severe Weather Policy:

- -The Woodside Pavilion is classified as a semi-permanent structure, and as such is subject to additional hazard prevention measures to mitigate to the greatest extent possible, any risk to guests and staff.
- -In the event of imminent severe or potentially dangerous weather, Cantigny may be forced to evacuate the Woodside Pavilion, relocating guests to a temporary holding area until deemed safe. This severe weather may include, but is not limited to a direct threat of lightning, high winds, or severe thunderstorms.
- -In the event that an evacuation would become necessary, Cantigny Management will execute a predetermined evacuation plan to safely relocate guests to the temporary shelter area.
- -All reasonable efforts will be made to prepare for severe weather in advance to minimize the impact to your event.
- -In the event that the contracted function is interrupted by severe weather or if an evacuation is necessary, the Client agrees to hold Cantigny Golf, Cantigny Park, Kemper Sports, and the Robert R. McCormick Foundation harmless against any and all liabilities, losses, claims, damages, expenses (including attorney fees), arising indirectly or directly in connection with or under, as a result of this policy.
- -No refunds will be given as a result of weather related disruption of the contracted event.
- -The Client understands and agrees to the terms of this policy and accepts the inherent risks involved.

## Day of your event

Your contracted event space will be available at least one hour prior to your contracted start time. If additional set up time is required, this may be requested to your Catering Manager, and may result in an additional charge. Throughout the pre-event set up time, Cantigny staff will be working to prepare for and set up your event. All pre-

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event set up by third party contractors or event guests must not prohibit the set up and preparation of your event by Cantigny staff. Any such interruption or conflict may result in the delayed start time of your event. Any special preparation needs must be scheduled and arranged with your Catering Manager to ensure the availability of the space and other preparation needs.

All vendors must remove equipment and clean up associated areas immediately upon completion of contracted event. Vendor clean up must not inhibit the clean-up and resetting of the event space by Cantigny staff.

## Photography

Cantigny Park – Professional photography at Cantigny Park requires a photo permit. All contracted events will be provided a complimentary photo permit if requested to their Catering Manager. This permit is only valid the day of the event, and must be requested at least 72 hours in advance.

Cantigny Golf - Photography at Cantigny Golf is permitted, with no permit required.

- -Photography is limited to non-playable areas.
- -Photography needs must be approved by your Catering Manager in advance to guarantee availability and safety.
- -Clients, photographers, and/or guests may not enter playable areas of the golf course without express permission of Cantigny Management.

#### **Policies**

- A. No outside food or beverage is allowed onto Cantigny property without prior written approval from Cantigny Management. Requests for third party catering are subject to approval of Cantigny Management and must meet the requirements of the Off-site Catering Contract. This may be requested to your Catering Manager and makes no changes to the requirements of this event contract.
- B. Wedding or Special Event cakes delivered to Cantigny must come from a preapproved, licensed, commercial bakery. Clients using bakers for wedding cakes not approved by Cantigny must provide a certificate of insurance for the baker and proof of payment for the cake to certify licensed status.
- C. All décor items must be approved by Cantigny Management. No sprinkles, confetti, or open flames are permitted. No décor, signage, or banners may be mounted or affixed to any walls, ceilings, or doors without express approval of Cantigny Management. Any damages resulting from décor or cleanup required may result in additional charges to the Client.
- D. Any use of "sparklers" must be approved by your Catering manager and may result in a clean-up charge to the Client.
- E. Clean up fees for glitter, confetti, or sparklers are a minimum of \$100.
- F. No food or beverages will be permitted to leave the premises from any event, except for the wedding cake which will be boxed for the client in a box provided by the client or the bakery.
- G. All outside vendors, including but not limited to DJ, photographer, photo booths, etc. must submit a certificate of insurance to Cantigny Management. Vendors failing to submit a certificate of insurance will not be allowed on the premises. Cantigny maintains certificates of insurance for many third-party vendors. Check with you vendor to determine if they already have a certificate of insurance on file.
- H. Smoking is allowed only in designated areas of Cantigny Golf and Cantigny Park. Smoking outside of these

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- areas may result in warning to the guests to move to designated areas. Failure to comply with these requests may result in charges to the Client.
- I. Cantigny will only serve alcoholic beverages to guests 21 years of age and older with appropriate identification. Cantigny will follow all liquor laws as deemed valid by the County of DuPage, and the State of Illinois. No alcohol is allowed to be brought on premises. Any alcohol brought on Cantigny property is subject to confiscation if not immediately removed from Cantigny property. Guests found to be violating any local, county, or state liquor laws will be immediately asked to leave the premises. Should Cantigny Management or Cantigny Security see fit, local law enforcement may be called to address any necessary issues in order to maintain the safety and security of all Cantigny guests and employees. No exceptions will be made to this policy, and this policy will be strictly enforced.
- J. Cantigny reserves the right to assign an alternative room at Cantigny should the room originally assigned becomes unavailable or unfit for your function. Reasons for relocation of event include but are not limited to damage to the event venue, acts of god, weather related damages, failure to comply with contractual obligations by the Client.
- K. The Client will be responsible for any damage done by the Client, his or her guests, third party vendors, or other agents under the Client's control. Any such damages may result in charges to the Client.
- L. Cantigny does not assume responsibility for any lost or damaged items prior to, throughout, or after the event. Clients must label and inventory all décor items and provide this information to the Catering Manager to best ensure return of all items. Clients will be permitted to store décor items at Cantigny for a maximum of 24 hours after the completion of their event, and only with the consent of Cantigny Management. Storage of décor items will be limited by size and scope of items.
- M. The Client and their guests must comply with all local, state, and federal laws while on Cantigny property. Failure to follow such laws may result in removal from the property or use of law enforcement as necessary.

#### **Indemnity**

Client agrees and understands that the Client guarantees to defend, indemnify, and hold harmless Cantigny Golf, Cantigny Park, Kemper Sports, and the Robert R. McCormick Foundation, its officers, employees, and agents against any and all liabilities, claims, damages, losses, costs, and expenses (including attorney's fees) arising indirectly or directly in connection with or under, as a result of this agreement.

#### Force Majeure

Client agrees not to hold Cantigny Golf, Cantigny Park, Kemper Sports, or the Robert R. McCormick Foundation liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including but not limited to storms, hurricane, natural disasters, fire, flood), war, invasion, act of foreign enemies, hostilities, terrorist activities, government sanctions, labor dispute, strike, lockout, or interruption of failure of electricity or telephone service.

Signature of Guest

Date

The signee agrees to the above arrangements and acknowledges that the rules and regulations of Cantigny have been read as stated above and in the Cantigny Banquet Packet and agrees to abide by such rules and regulations and will comply with the stated requirements on this form. Signed contract must be returned within 10 days of receiving it or the event will be canceled and

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any deposits already given will be forfeited.