

TEMPLE COURT

EVENT:

EVENT DATE:

LOCATION/VENUE:

The Beekman, a Thompson Hotel

CLIENT

CLIENT CONTACT NAME:

CLIENT CONTACT E-MAIL:

CLIENT CONTACT PHONE:

F&B MINIMUM SPEND (excluding taxes, administrative fee,* and other charges):

Pursuant to this agreement ("Agreement"), once accepted, Client will hold the following banquet function at The Beekman, a Thompson Hotel ("Venue").

Date	Time	Event	Function Space	Setup Style	Guest Count	Room Rental

CONTRACT TERMS

1. Engagement: Craft Beekman LLC, t/a Temple Court ("Company"), agrees to provide Client the following services: (i) the use of the Rooms outlined in the event summary during the Event, (ii) food & beverage.
2. Payment Terms: Please sign & return this Agreement and pay a non-refundable deposit of 50 % OF THE ESTIMATED TOTAL . Client shall pay all amounts owing to Company under this Agreement with a valid major credit card, official U.S. bank check, or wire transfer, except that if Client pays the deposit with a bank check or by wire transfer, Client must place an acceptable credit card on file with Company. Checks must be made payable to Craft Beekman LLC. The estimated fees shall be paid in full no later than twenty-four (24) hours prior to the start date of the Event; except that if payment is made by check, estimated fees are due in full no later than fourteen (14) days prior to the event date in the Events Agreement.
3. Revenue Guarantee: Based on the approximate number of guests and dates set forth above, a minimum spend in food and beverage must be spent for the Event, indicated in the Summary of Charges. If the minimum spend is not met through food and beverage, a room rental fee will be charged to make up the difference. This minimum spend does not include administrative fees,* taxes, or entertainment charges. The minimum spend amount is the venue minimum and may not be reduced and is independent of final guest count. Sales tax and a 23% administrative fee* will be applied to the final pre-tax charges incurred for the event. An authorized major credit card will be required to be on file for any Event charges set forth in this Events Agreement. Please see invoice for details.

4. **Administrative Fee:** All event charges are subject to a 23% administrative fee which is calculated based on the total pre-tax cost of the event including food and beverage. The administrative fee as well as any room rental fees, entertainment charges, and all other fees charged to your event are not gratuities and are not distributed to the service staff as gratuities but are retained by the Company and applied towards the overhead, operating, and administrative expenses associated with your event. Pursuant to New York State regulations, we are required to collect sales tax on any such fees and charges.
5. **Guest Count:** The final guaranteed number of guests is due 3 business days (72 hours) prior to the start of your event. Should the final guarantee not be received 3 business days (72 hours) prior to the above function(s), the above attendance will be the basis for the billing charges. An increase in the guest count must be communicated to Company for approval at least 24 hours prior to the event. The increase will be accommodated if it doesn't exceed the reserved space's maximum capacity. If the guest count increases on the actual day of the event or if additional guests attend, Company cannot guarantee that Company will be able to accommodate the increase, and Company holds the right to charge accordingly. Should the need arise, Company reserves the right to relocate your function(s) to another room.
6. **Sales Tax:** New York State Sales Tax of 8.875% will be added to all events. If an organization is tax exempt, a copy of a valid State Sales Tax Exempt Certificate in the organization's name must be provided prior to the start of the event. In the event the Company does not receive from Client a copy of the tax-exempt certificate, appropriate federal, state, and municipal taxes will be charged where applicable.
7. **Extension:** Events will end at the time scheduled in this Event Agreement. If the Client chooses to extend the event beyond the contracted time, extension pricing will apply. *Extension charges as well as any administrative fees, room rental fees, entertainment charges, and all other fees charged to your event are not gratuities and are not distributed to the service staff as gratuities but are retained by the Company. Pursuant to New York State regulations, we are required to collect sales tax on any on any such fees and charges.
8. **Delivery and Collection of Goods; Set-up and Break Down.** The Company will accept delivery of, and the Client or Event Participants may bring onto the Company premises, products and equipment for use in connection with the Event only during the set-up period set forth on the Event Summary or if no set-up period is specified, thirty (30) minutes prior to the start of the Event . All products and equipment used by Client or Event Participants must be removed from the Company premises within the break down period set forth on the Proposal, or if no break down period is specified, then within thirty (30) minutes following termination of the Event at the time indicated on the Event Summary. All Event Participants (except Event Participants providing break down services or which have a room reservation with the Company) must vacate the Event Space premises within thirty (30) minutes following termination of the Event .
9. **Cancellation Fee:** If the Client cancels this agreement 3 months or more from the event date, the cancellation fee charged to the Client will be 50% of the guaranteed minimum spend. If the Client

cancels the event within 3 months of the event, the cancellation fee charge to the Client will be 75% of the guaranteed minimum spend. If the Client cancels the event within 1 month of the event, the cancellation fee charge to the Client will be 100% of the guaranteed minimum spend. Cancellation Fees are subject to tax and administrative fees. All deposits are non-refundable.

10. Force Majeure; Rain Alternative: If acts of God or government authorities, natural disasters, or other emergencies beyond a party's reasonable control make it illegal or impossible for such party to perform its obligations under this Agreement, such party may terminate this Agreement upon written notice to the other party without liability. In the event that any portion of the Event is scheduled to occur at an outdoor location at the Venue and rain or other inclement weather reasonably prevents hosting the Event in such location, Company may relocate the Event to another available location on the Venue premises, in which event, the rain or inclement weather will not be considered an event of force majeure.
11. Entertainment: Unless set forth in the Events Agreement, Client shall be responsible for organizing any entertainment or outside vendors to be provided in connection with the Event. The Company shall not be liable or responsible for any such entertainment or vendors. Any such entertainment, as well as installation of any equipment, lighting, or decorations, must be submitted for approval to Company and be pre-approved by Company in writing. Client shall ensure that the entertainment complies with all rules and regulations of the Venue, including obtaining Certificates of Insurance for all outside vendors. Music and sound levels are subject to Company approval and shall be in compliance with NYC Noise Code, defined as follows: sounds levels may not exceed: • 42 decibels as measured from inside nearby residences, AND • 7 decibels over the ambient sound level, as measured on a street or public right-of-way 15 feet or more from the source, between 10:00 pm and 7:00 am. Client shall provide a listing of additional insureds.
12. Damages; Conduct: Client agrees to pay or reimburse Company for any damages to the equipment, artwork or any other property at the Venue which is caused by Client or any of Client's guests, vendors, or invitees attending or participating in the Event (each, a "Client Party"). Client and Client Parties shall use the Venue in a considerate manner at all times and shall comply with all rules and requirements of the Venue. Company reserves the right to expel anyone who in its judgment is disorderly, excessively intoxicated or under the influence of drugs, or who shall in any manner do or participate in any act jeopardizing the rights, use permit, or insurability of the Venue or the safety of its staff, guests, or property.
13. Insurance and Permits: Client agrees to carry and maintain and provide evidence of liability and other insurance in amounts sufficient to provide coverage against any claims arising from any activities arising out of or resulting from the obligations which may arise or be incurred pursuant to or associated with this Agreement, and not less than one million dollars (\$1,000,000). Such insurance shall be primary and not contributory with Company's coverage. For Turret Penthouse events larger than 125 guests, Client will be responsible for fees for Temporary Place of Assembly Permit.

14. Indemnification: Each party shall indemnify, defend and hold harmless the other party and its affiliates, parents, landlords, subsidiaries, and related entities and all their respective officers, directors, partners, agents, owners, members and employees from and against any and all demands, claims, expenses, damages to persons or property, losses and liabilities, including reasonable attorney's fees and costs (collectively "Claims") arising out of or caused by the either party's conduct or negligence and/or its members', agents', employees', independent contractors' or exhibitors' negligence in connection with the event or their use of the Company's facilities.
15. Menu: Depending on an ingredient's availability and seasonality, Company may make reasonable menu substitutions to ensure the food is to Company's standard of quality. Any changes requested by Client to its menu selection must be made ten days prior to the event and is subject to availability.
16. Outside Food & Beverage: Company must provide all food and beverage. Any outside food or beverage brought into the Venue must be approved by Company in advance and in writing. Additional charges may apply.
17. Venue Name and Logo Usage: The use of the name and logos of Company or its affiliates is strictly prohibited without express written permission from Company's Events/Promotions Department. The use of Company's logos and name is also prohibited without express written permission from the Company.
18. Event Advertising/Press: Any media arranged to cover your event must be approved in writing by Company in advance of the event. Audio or video recording, taking of still photography, and internet broadcasting are strictly prohibited without express permission from Company's Events/Marketing Department. Signs and banners are not allowed in the hotel's public areas.
19. Service of Alcohol: Company reserves the right to refuse to serve alcoholic beverages to any guest it deems has exceeded reasonable capacity. No person under 21 years old will be served alcoholic beverages in the course of events. (As per New York State Liquor Authority, parental consent or request cannot alter this condition.)
20. Authority: Any person signing this Agreement in the name of a corporation, entity, association, club or society represents and personally warrants to Company that he/she is authorized to sign the agreement with Company on behalf of the stated organization.
21. Company will not be held liable for damage, destruction, or loss of guests' property during or after the event.
22. Governing Law and Dispute Resolution: This agreement shall be governed and construed under and in accordance with the laws of the State of New York (without regards to any conflict of laws provisions thereof). In the event of litigation between the parties due to a dispute arising under this agreement, the parties agree that venue for any litigation will be New York County, New York.

23. Company may terminate this Agreement and cancel the event without any liability of any nature if the Client fails to comply with the terms of this Agreement, including delivery of deposits and observation of all rules and regulations. The Company reserves the right to deny service to any guest displaying inappropriate behavior or not dressed in appropriate attire. The Client may not make, and Company will not be held accountable for, any changes to the terms and conditions of this Agreement or to any of the components of the event, unless all such changes are in writing and signed by both parties to this Agreement.

By signing this Agreement, you agree on behalf of the Client to the details, terms and conditions included in this Agreement, and to pay all charges specified herein, on or before the date they are due. All charges not paid by the due date shall accrue interest at the rate of 1½% per month. In the event either party brings an action to enforce the terms of this Agreement, the prevailing party will be entitled to recover its reasonable attorney's fees and costs actually incurred.

This Agreement is not binding until the Company's representative signs below.

CLIENT

COMPANY

Company Name

Craft Beekman, LLC

Signature

Signature

Printed Name and Title

Amy O'Keefe, Director of Special Events

Date

Date