

# Holiday Inn Catering

542 Route 9 Fishkill, NY 12524 direct line: (845) 897-6761 Fax line: (845) 897-6763 [holidayinnccater@yahoo.com](mailto:holidayinnccater@yahoo.com)

## Policies and Procedures

All Reservations and Agreements are made upon And are subject to the Rules and Regulations of the Hotel/Motel Lounge and Restaurant (therein after called the Proprietor) and the following conditions:

**Billing and Deposits:** The Proprietor welcomes new accounts, but requests that credit be established with the Accounting Office thirty days prior to arrival date if Patron requires special billing privileges. Credit can only be established for functions over \$5,000.00. Approved billings are payable within thirty days of receipt of invoice and/or statement.

All Federal, State, City and Municipal taxes, tips and service charges applicable to this function are in addition to the prices herein agreed upon and shall be paid for separately by the Patron, unless otherwise indicated. In the event Patron claims exemption from payment of any taxes, it is the responsibility of the patron to provide proper documentation supporting such exemption in accordance with local statutes. If billing arrangements are to be made, such documentation is to be provided at the time credit is to be established. In the event that billing arrangements are not made, such documentation must be provided at the time full payment is due and such payment must be in accordance with the provisions of local statutes.

No outside food or beverages of any kind will be permitted to be brought into Banquet rooms, Restaurant or Lounge by the Patron or any of the Patrons guests or invites.

Patron agrees to begin function promptly at the scheduled time and agrees to have guest, invitees and or other persons vacate designated function space at the closing hour indicated. The Patron further agrees to reimburse the proprietor for any overtime wage payments or other expenses incurred by the proprietor because of Patron's failure to comply with these regulations.

Patron assumes the responsibility for any and all damages caused by the Patron or the Patron's guests, invitees or other persons attending the function, whether in Banquet Room or rooms or any other part of the Hotel, Restaurant or Lounge. Proprietor reserves the right to exclude or eject any and all persons from the function, or Hotel, Restaurant or Lounge premises without liability.

Proprietor agrees to allow the Patron to enter into any contract for music or other forms of entertainment or other services or accommodations in conjunction with this function, with prior written consent of the Proprietor.

In the event of breach of this agreement by the patron, the proprietor reserves the right to cancel without notice and without liability to the Proprietor. The amount deposited by the Patron for use of the space shall be retained by the Proprietor as and for liquidated damages, but this shall not preclude the proprietor from recovering any additional damages sustained by reason of any breach hereof, including attorney's fees and costs.

THIS AGREEMENT IS CONTINGENT UPON THE ABILITY OF THE PROPRIETOR TO PERFORM THE SAME and is subject to strikes, labor disputes, accidents or other causes beyond its control, and in any such event the Proprietor shall not be liable beyond the amount paid for in the use of rooms herein reserved. If the room reserved herein cannot be made available to the Patron, the Proprietor reserves the right to substitute similar or comparable accommodations for the function, which substitution shall be deemed by the Patron as full performance under this agreement.

In the event that this agreement is signed in the name of a corporation, partnership, association, club or society, the person signing such contract represents to the Proprietor that he or she has full authority to sign such contract, and in the event that he or she is not so authorized, he or she will be personally liable for full performance of the contract.

Patron agrees that the Proprietor assumes no responsibility for the loss of any Patron's guests or Patron's personal property or any property brought in by patron's guests unless it has been checked in a cloakroom staffed by Proprietor's employees and a claim check has been issued for such personal property.

The prices herein are subject of increase by reason of increases in sales tax.

Patron hereby acknowledges the receipt of a copy of this contract.

The Proprietor reserves the right to cancel this agreement, by written notice given to Patron within ten days of date hereof, if the Proprietor is unable to obtain satisfactory credit references for Patron and if Patron does not elect to pay in advance all charges which the Proprietor estimates will become due hereunder.

Proprietor reserves the right to prohibit the Patron from removing from the premises any food or beverages provided under this agreement.

Patron will at no time hang, drape, tuck, staple or affix in any manner, any materials pertaining to the event without consulting hotel management for assistance.

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