



~ TERMS AND CONDITIONS ~
BANQUET EVENTS ~ NON-MEMBERS

"All Inclusive" Packages Only - (Minimum of 100 adult Guests)

Package includes Up-to Five (5) Hour Event, Menu-Food & Beverage, Space, Standard Dining Room Tables, Chairs, White Linen & Tabletop, Dance Floor, Cake Cutting, Bartenders, Waiters, Valet, Security. Taxes and Service Charge included. Charges apply on additional services. The amount of staffing to be provided is enumerated on the attachment to this Agreement.

Save the Date - Reservation and Security Deposit

To reserve the date for any event, a \$1000.00 deposit will be required for the use of The Ocean Club facilities. This deposit is **non-refundable**. This reservation deposit will be credited to your food and beverage final bill. In addition, a security deposit in the amount of \$_____ will also be required. The security deposit will be held as a damage deposit, and is refundable based upon the inspection of the facility at the conclusion of the event.

Confirmation of Space & Settlement

Reservations are considered definite upon receipt of both the signed Terms & Conditions and receipt of the first event deposit and security deposit. First deposit will be based on (25%) twenty five percent of estimated total revenue upon selection of the Menu. Ninety (90) days prior to the Event, a second payment of twenty five percent (25%) will be added to the initial deposit. Thirty (30) days prior to the Event, the remaining fifty percent (50%) of the estimated total balance due will be paid in full. **All remaining totals will be placed on your Member Card. Please note that banquet functions do NOT apply towards your Food and Beverage minimum.**

Cancellation Policy

91 -120 Days prior to the event – 25% will not be refundable
90-31 Days prior to the event – 50% will not be refundable
30 Days or less prior to the event – 75% will not be refundable

Short Term Bookings

Reservations for events booked less than thirty (30) days will require 100% of payment, **which is due at contract signing/booking. In the event of a cancellation, 50% of the total payment is non-refundable.**

Room Fees - Charges

Room closure fees and charges are included in the package price.

Food & Beverage

Food or beverage may **not** be brought into the facility by the host or any of the host's guests, with the exception of wedding cakes. The Club must provide all food and beverage items. Additional menu selections and customized proposals are available through our banquet sales coordinator. (*No food or beverage may be removed from the premise/event area at any time prior to, during or after the event.*) **All prices subject to change.**

Removal of Items

Host shall be responsible for removing all their belongings from the facility immediately upon the completion of the event. The Host must remove all items from the walls, windows, and floors.

Service Charge and Sales Tax

The Ocean Club will apply a (22%) twenty-two percent non-taxable service charge and applicable sales tax to all food and beverage items for all functions.

Guaranteed Guest Count

The banquet department must be notified of the exact number of guests attending a function at least **(72) seventy two** hours prior to the start of the event. If no guaranteed guest count is received prior to 72 hours, you will be charged for the greater of the guest count estimate or actual number of guests in attendance. By signing the agreement below, the Member affirmatively acknowledges he/she has been made aware of this disclosure.

Valet

▪ A valet will be required for every 60 guests (one valet attendant must be present). Attendants are available for a time frame of 5 hours minimum at \$80.00 per attendant; each additional hour is \$35.00 per attendant. ▪ **All prices subject to change.** ▪

Security

▪ **(2)** Two Security Guards will be required for every event hosted at The Beach Club. ▪ Events hosted at the Tennis Center / Playground Area will require **(1)** One Security Guard. ▪ Security Guards are available for a time frame of 5 hours minimum at \$80.00 per guard; each additional hour is \$35.00 per guard. ▪ **All prices subject to change.** ▪

Liability

Prior to the commencement of the function, the Host and a designated individual from The Ocean Club will inspect the facilities and sign an inventory list. An assessment of the condition of the facility will also be conducted, including the floors, walls, fixtures and equipment therein. Upon completion of the function, the Host and designated individual will conduct a final inspection of the facilities, and damage will be noted. If any damage is caused during the event, the Host will be liable for all repairs, including any damage that occurs by the Host's guests, vendors or invitees. If the damage exceeds the amount of the security deposit, the Host will be responsible for all additional fees and charges within ten (10) days of receiving written notification. If the Host refuses to pay these charges, The Ocean Club may take all legal action available and necessary to collect the sums owed, including reasonable attorneys' fees and costs. If no damage has resulted, the security deposit will be refunded to the depositing

party within ten (10) business days to the specified address. Lost and damaged items prior or following the event, will be the sole responsibility of the client of which The Ocean Club will assume no liability. A member or guest may not exit the Club premises with an alcoholic beverage. The Ocean Club reserves the right to inspect and control all events. The Club reserves the right to approve all signage in advance of the function. All vendors entering property must provide via fax or email, a copy of proof of insurance within 72 hours of event. If vendors cannot provide, a waiver must be on file. The sale and service of alcoholic beverages are regulated by the Florida State Liquor Commission and The Ocean Club is responsible for the administration of those regulations. It is the Club's policy that all alcoholic beverages must be provided by The Ocean Club. No alcohol may be served after 3:00 AM. Music and entertainment outside the premises can be played until 11:00 PM. Any fines administered by Police Department will be assessed to final bill when not adhering to Club policies. All OCCA property has a No Smoking Policy indoors. The Tennis Center prohibits smoking both indoors and on the back terrace. The undersigned specifically acknowledges that use of any of the Association's common elements shall be at the undersigned's sole risk. No guest, invitee or vendor may roam The Ocean Club premises or be any place on the property other than the location of the event. In the event of severe inclement weather, such as hurricane force winds, etc., OCCA reserves the right to postpone the event and select an alternate date for said event.

To the fullest extent permissible by law, Host shall indemnify and hold harmless The Ocean Club and its members, agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of or resulting from the event, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (2) is caused in whole, or in part, by virtue of any act or omissions, whether negligent or intentional, by the Host, guests, vendors, and their invitees.

I hereby acknowledge and agree to abide by all of the Terms and Conditions of the Ocean Club Community Association, Inc.

(Date)

(Authorized Member Signature)

Revised 12-21-13