



BUFFALO RIVER FEST PARK AND TEWKSBURY LODGE
 249 OHIO STREET
 BUFFALO, NY 14204
 716.840.2866



BANQUET AND EVENT CONTRACT

Event Date: _____ Time of event: _____ am / pm # of Guests: _____

Event Type (circle one): Wedding Shower Reunion Graduation Other: _____
 Baby/Bridal (Event Type)

Contact Information

Primary Contact Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Primary Phone: _____ Secondary Phone: _____

Email Address: _____ Add'l Contact: _____

The following contract is to provide the best customer service for you and your guests while ensuring that we, at The Tewksbury Lodge, provide the highest in customer satisfaction for all of your banquet events and guests. We believe in making your event perfect to continue our business relationship going forward.

Please read the following contract and return signed and dated to the Tewksbury Lodge at:

The Tewksbury Lodge 249 Ohio Street Buffalo, NY 14204,
 or via email at Buffaloriverfestpark@thevalleycenter.com .

When submitting this contract, please be ready to make your deposit for your event which holds the date for your event. **We require a \$200 deposit for all events except for weddings, in which case, a \$1,000.00 deposit is required.** All deposits will be subtracted from the final bill. If your event cancels, we are not liable to return the deposit for your event. Rental fees, as agreed upon by both parties, and/or purchases for your event, may also be charged to the signee of the contract. **All deposits can be made through checks made out to Buffalo River Fest Park or The Tewksbury Lodge, cash, or by using any major credit card including Visa MasterCard, AMEX, or Discover.** A credit card authorization form is attached to this contract and is located on the last page of the contract. **If using a credit card, you will be assessed a 3% fee.**

Deposit Amount Received: \$_____ (circle one) Cash / Credit Card / Check # _____

Signature of Primary Contact: _____ Date: _____

Signature of Staff Representative: _____ Date: _____



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Conditions and Responsibilities of Contract Signee

Liability

The customer hereby agrees to hold The Buffalo River Fest Park LLC, and The Tewksbury Lodge, and The Valley Community Association, Inc. harmless and to identify and to defend The Buffalo River Fest Park LLC, and The Tewksbury Lodge, and The Valley Community Association, Inc. from any and all claims for damages or expenses including defense costs in connection with or arising out of injury (including death) to any person or persons or damage to property (including loss thereof) of The Buffalo River Fest Park LLC, or The Tewksbury Lodge, or The Valley Community Association, Inc., or others resulting from negligence or willful misconduct described above by the undersigned, its agents, employees, representatives, invitees, guests, as long as injury or damage is not the result of negligence on the part of The Buffalo River Fest Park LLC, or The Tewksbury Lodge, or The Valley Community Association, Inc., its agents, employees, representatives, or invitees.

Customer Initial: _____ ***Date:*** _____

Deposit and Fees

A signed contract and deposit in the amount listed for your event (***\$200 for all events excluding wedding receptions, which are \$1,000***) are to be collected by a Buffalo River Fest Park LLC or Tewksbury Lodge representative to secure the date in said contract for your event. All bookings are made on a first come first serve basis. Dates are confirmed with the payment of a ***non-refundable deposit***. The deposit will be applied to and deducted from the final bill. **However, the customer will have the ability to reschedule the event (within one year from the originally scheduled event) or recover any monies paid in case of force majeure (i.e., snowstorm) or cancellation by the Buffalo River Fest Park LLC, or the Tewksbury Lodge, and the Valley Community Association, Inc.**

All event bookings are required to spend a minimum of \$1,200 in total Food and Beverage costs. The minimum fee excludes taxes, gratuities, and surcharges. The minimum fee is a flat fee rate and is not charged based on the number of guests at an event. The minimum fee will be assessed at the time of final billing.

Miscellaneous expenses including, but not limited to chair rental, table rental, tent rental, and other expenses The Buffalo River Fest Park LLC or The Tewksbury Lodge will be providing, are to be paid in full no later than 7 business days before your event listed in said contract. The remaining balance of event expenses will be paid in full at the conclusion of your event, unless a wedding, which requires payment in full, seven (7) days prior to the event; any additional expenses incurred during the wedding event, will be paid at the conclusion of the event.

Payments can be made by check, cash, or by using any major credit card including Visa, AMEX,



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MasterCard, and Discover. **A three percent (3%) fee is charged when paying with a credit card.** All funds received have to be submitted in US funds. Any other currencies will not be accepted as a form of payment.

Customer Initial: _____ **Date:** _____

Guarantee Count

In order to ensure the best possible service for your event and for all of your guests, a guaranteed head count will be requested **ten (10) days in advance from your scheduled event.** The final bill will be calculated based on this head count. We are not responsible for food shortages, lack of space at a table, or for any other instance in which an increased head count from what was given, results in circumstances that we are not prepared for. All head count guarantees are non-negotiable and must be paid in full. If the count exceeds the guaranteed head count, you will be charged for the additional people.

Customer Initial: _____ **Date:** _____

Event Pricing

Because the costs of all services and goods provided are subject to change, your contract price may vary from the original quote. It is the responsibility of the customer to make sure that their contract has been received. This contract will guarantee the pricing for your event unless otherwise noted in your contract.

Customer Initial: _____ **Date:** _____

Sales Tax & Gratuity

All events held at The Buffalo River Fest Park LLC and The Tewksbury Lodge are subject to local, state, and federal taxes when applicable. These taxes will be added to the bill for all parties at our facilities unless proper paperwork has been submitted to exclude clients from being subject to these taxes. A 23% Service Charge fee will be added to all banquet and event functions held at The Buffalo River Fest Park LLC and The Tewksbury Lodge. This 23% service charge, as mentioned above, includes an 18% gratuity given to our servers and 5% surcharge to help to pay our employees' wages and facility overhead. If tax exempt, then a tax exempt certificate must be on file.

Customer Initial: _____ **Date:** _____

Damage Deposit

A damage deposit will be collected from the customer prior to their event date to ensure that any damages that occur at The Buffalo River Fest Park LLC or at The Tewksbury Lodge will be paid for in full. We will need a active and current credit card on file for this process. If no damages occur, this card will never be charged. In the event of damages occurring on our property, a joint walk through of the facility and grounds will be requested by The Tewksbury Lodge Management and a representative



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of the event. If the event representative refuses or denies our request to inspect said damages, this will be an admission of guilt and your credit card will be charged to fix, repair, or replace damaged objects. The Tewksbury Lodge will then contact skilled professionals to give us appraisals for fixing all damages. If more than one professional is required to fix damages, then this charge will also be billed to the event contract signee. If damages that may occur prevent a future party or normal business hours from operating, then the event contract signee will also be billed for this resultant loss and all other charges that may arise from our restaurant being closed.

Customer Initial: _____ **Date:** _____

Billing

All payments must be made in the form of cash in US funds, in the form of a US Bank issued check or money order payable to The Tewksbury Lodge. Personal checks are also accepted but must be submitted three (3) business days prior to the event. Major credit cards are also a valid form of payment. We accept Visa, MasterCard, AMEX, and Discover with a 3% service fee assessed to the bill, if utilizing a credit card for payment.

Customer Initial: _____ **Date:** _____

Refund Policy

All deposits for holding a date for an event are **NON-REFUNDABLE**. If an event is cancelled less than sixty days (60) prior, then the patron is responsible for 25% of the food and beverage contract. If the cancellation is less than than forty-five days (45) prior then the patron is responsible for 50% of the food and beverage contract of their event. Any and all cancellations less than thirty days (30) prior of an event, the patron is responsible for 100% of the food and beverage contract of their event.

Customer Initial: _____ **Date:** _____

Decorations

The Buffalo River Fest Park LLC and The Tewksbury Lodge want to make every event a special and welcoming experience. Therefore, every effort will be made to all customers to prepare decorations reflecting their creative requirements. **We ask that only the staff of The Tewksbury Lodge or Buffalo River Fest Park LLC rearrange and move any furnishings, including but not limited to, artwork, chairs, tables, lamps, or any other object on our premises.** Arrangements must be made with a Tewksbury Lodge representative if any decorations are being brought in and if any decorations are for the exterior of our building or for The Buffalo River Fest Park LLC. **NO TAPE, NAILS, SCREWS, STAPLES, TACKS, are to be used on our walls or window frames. No glitter or confetti is allowed at all. We will not allow helium balloons on property unless secured to a weight or balloon arch.** Any damages that occur from not adhering to these requests will result in the customer being charged. Refer to Damage Deposit.

Customer Initial: _____ **Date:** _____



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Conduct on Premises

There is absolutely no drug use or smoking of any kind allowed on the premises or within twenty-five (25) feet of the building including loitering or congregating outside on the sidewalks or docks at any time. Disparaging remarks of any type or physical violence will not be tolerated and will be cause for immediate expulsion from the event. Shots of liquor are not allowed at events. We ask chaperones to carefully monitor all underage party guests to ensure their whereabouts and safety. We also reserve the right to ID all guests while they are on property. Conduct deemed disorderly by staff of The Tewksbury Lodge and The Buffalo River Fest Park LLC shall be grounds for immediate expulsion and may result in the calling of local law enforcement. If your party is ejected from the facilities, no refunds will be returned.

Customer Initial: _____ **Date:** _____

Noise Ordinances

The Tewksbury Lodge encourages music and lots of dancing! However, please be aware that outdoor music must end by 11:00 PM. In the event the customer’s event creates a disturbance due to high noise volume, The Tewksbury Lodge’s management has the authority to turn down or shut down all music activities. If repeated disturbances occur, management may expel guests from the property and no refunds will be given.

Customer Initial: _____ **Date:** _____

Set Up/ Tear Down and Storage

All set up and tear down of events must be accomplished within the designated time frame established by the management of The Tewksbury Lodge and by the customer representative. The Tewksbury Lodge is not responsible for the delivery or guarantee of product upon delivery. All drop offs must be picked up the next day. We do not provide storage space for tables, chairs, or supplies for any event being held on our premises. ***In addition, once the event is over, the Customer is responsible for clean- up from all deliveries and the removal of decorations brought in, including but not limited to: bubble wrap, cardboard boxes, hanging plants/trellis, lighting, signage, table decorations, favors, miscellaneous garbage, and chair covers on the day and/or night of the event. There are NO exceptions.*** All tent rentals must be approved by the Tewksbury Lodge before they set up. ***All tents must be held down by water barrels.*** No stakes/spikes are to be used. If they are used and damage is done to the property, then the name and credit card listed in the contract on the day the damage(s) occurred, will be charged to repair all damages.

Customer Initial: _____ **Date:** _____

City, County, State, and Federal Laws

Customer agrees to comply with all city, county, state, and federal tax laws and shall not conduct any illegal activities or acts on these premises. This is a drug free and smoke free facility. Customers are



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not allowed to bring in alcohol for consumption at any time. If donated products are being brought in, then they must be donated to The Tewksbury Lodge so that our staff may serve them to your guests. Whatever donated product is left over or behind then becomes the property of The Tewksbury Lodge LLC and will not be returned. We ask all of our guests to drink responsibly and our staff has been TIPS trained to help ensure the safety of your guests. We reserve the right to cut off any patron that we

feel may be intoxicated or under the influence of illegal drugs, and as mentioned, shots of liquor are not allowed at events.

Customer Initial: _____ **Date:** _____

Entry and Exit from Facilities

The Tewksbury Lodge and The Buffalo River Fest Park LLC staff and employees maintain the right to be in any area of the premises as they see fit during the course of any event. A Manager will always be on site to ensure that your event is run properly and to make your experience with us the best it can be. We will also check bathrooms, grounds, and overall premises to ensure the highest level of satisfaction for everyone attending your event.

Customer Initial: _____ **Date:** _____

Lost and Found

The Tewksbury Lodge and The Buffalo River Fest Park LLC assume no responsibility and are not responsible for any personal effects and/or possessions left on the premises during an event. We do, however, maintain a lost and found area so if something is turned in to staff or management, we will try to contact the party involved to return said item or items to its rightful owner.

Customer Initial: _____ **Date:** _____



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CREDIT CARD AUTHORIZATION FORM - MUST BE READ, COMPLETED, SIGNED AND DATED

CREDIT CARD PAYMENT AUTHORIZATION

The Tewksbury Lodge requires a credit card to be on file during the entirety of your event. Please complete and sign this form to authorize The Tewksbury Lodge (THE BUFFALO RIVER FEST PARK LLC) to make a debit(s) to your credit card listed below: Once complete please email to buffaloriverfestpark@thevalleycenter.com or fax to 716-823-4254.

By signing this form, you give The Tewksbury Lodge permission to debit your account as indicated below. This permission does not provide authorization for any unrelated debits or credits to your account.

PLEASE COMPLETE THE INFORMATION BELOW

I, _____, authorize The Tewksbury Lodge (THE BUFFALO RIVER FEST PARK LLC) to immediately charge my credit account a date-hold deposit. ***Date-hold deposits are non-refundable.*** This payment is for my event on _____.

Bar, catering, equipment, furniture and miscellaneous costs will be charged ten (10) days prior to your event. Any additional costs or damage deposit will be charged, if applicable, within two (2) days after your event.

If you would like to use an alternative payment method (check, additional credit card, cash) for the bar costs, catering, equipment, furniture, and/or miscellaneous costs, please initial here: _____

Please note that if you choose to use an alternative form of payment, the timeframe for payment remains the same. If the alternative method of payment has not been received by the due date, then the original credit card will be charged. A credit card must be used for the damage deposit. All costs will be identified and notified to you before the debit is made.

Billing Address: _____ Billing Phone: _____

City, State, Zip: _____ Email: _____

<u>ACCOUNT TYPE (circle one):</u>	VISA	MASTERCARD	AMEX	DISCOVER
Cardholder Name: _____				Exp Date (DD/YY): _____
Account Number: _____				CVV2 Number: _____

I authorize the Tewksbury Lodge (THE BUFFALO RIVER FEST PARK LLC) to charge the credit card indicated in this authorization form according to the terms outlined above. I certify that I am an authorized user of this credit card and that I will not dispute the payment with my credit card company, so long as the transaction corresponds to the terms indicated in this form.

Cardholder Signature: _____ **Date:** _____