



NC State University Club

Function Contract

This contract is by and between _____ (Organizations/individuals Name) and The North Carolina University Club (Club) for an event to be held on the _____, 20____.

Name of Event _____

The Estimated Number of participants for my function is _____

This contract must be signed by BOTH the CLIENT and the MEMBER SPONSOR.

Club Operating Hours

Functions can be held Tuesdays- Saturdays 8am – 10:30pm. All functions are booked in 4-hour increments, if your event is going over the 4-hour time allotment, additional room rental fees will apply. We do offer extended Sunday banquet hours from 5pm – 10pm. Members must pay list room rental fee plus the food and beverage minimum, and non-members must pay double the listed room rental fee plus food and beverage minimum.

DEPOSITS.

This signed contract must be returned with a non-refundable deposit of \$500.00 for groups spending \$1,000.00 or less and a \$900 deposit for groups spending over \$1,000.00. **The Club will not guarantee or hold any space until the Club receives a signed contract and deposit.** All deposits should be in check form or cash. Credit/Debit card deposit payments will have a 3% non-refundable processing fee _____ (Initials Required)

PAYMENTS

Final payment for all functions is due within 5 days of the completion of the event. You will receive a final invoice via email for the function. You may remit payment in check or credit card form, if a credit card is on file, we will automatically charge your card for the balance owed at the conclusion of the function. After five (30) days, the Club will turn this account over to collections and may initiate legal action against you to collect the amount owed, plus costs and fees. _____(Initials Required)

GUARANTEES.

All functions must have a guaranteed number of participants, which is required at the latest, 72 hours prior to the event. This number will be considered your final guarantee. All charges will be based on this guarantee, or the actual number of guests, whichever is greater. _____ (Initials Required). If we do not receive a guaranteed count of participants 72 hours before the function or earlier, your guaranteed number will be the highest number estimated or actual number of guests, whichever is greater. _____ (Initials Required). The rooms will be set for the guaranteed number of participants.

If the actual number attending the function exceeds the guaranteed number of participants, the Club cannot guarantee the same food or quality of service as the organization would receive at the original amount.

The Club reserves the right to move events between rooms if there is a variation in guaranteed attendance and another room would be more compatible.

CANCELLATIONS.

Cancellations made before 60 days of the date of the function will not be charged, but the deposit is non-refundable. Cancellations within 60 days of the date of the function will be charged 50% of the estimated total of the function. Cancellations made within 30 days of the date of the function will be charged 75% of the estimated total of the function. Cancellations made after 30 days prior to the date of the function will be charged 100% of the estimated total of the function. If you are booking an event for less than 30 days to the event date and you cancel the function, you will be required to pay the entire estimated total of the function.

Cancellation fees will not be applied to functions postponed to a new date due to natural disasters, acts of war or inclement weather (i.e., snowstorms, hurricanes, etc.) _____ (Initials Required)

ROOM RENTAL FEES / FOOD MINIMUMS

All functions must meet the food and beverage minimum for the room or rooms booked. For member events or member sponsored events that meet or exceed the food and beverage minimum the room rental fee will be waived 50%. For non – member events the food and beverage minimum must be met or exceeded, and the room rental fee will apply.

| Room | Seated Capacity | Food Minimums | Room Rental Fee |
|---|-------------------------|----------------------|------------------------|
| Conference Room | 16 and under | \$550.00 | \$400.00 |
| State Room | 16 – 35 people | \$1,400.00 | \$600.00 |
| University Room | 35 – 60 people | \$2,400.00 | \$800.00 |
| Main Dining Room (Saturday's Only) | 40 – 80 people | \$3,200.00 | \$800.00 |
| Ballroom | 60 – 140 people | \$5,600.00 | \$2,000.00 |
| Ballroom-Main Dining Room | up to 225 people | \$8,000.00 | \$2,700.00 |

MENU SELECTION & PRICES

Only food and beverages that has been purchased from the Club may be consumed on Club Property. No outside food or beverage or catering is allowed on Club property with the only exception to this policy are special event cakes or special diet requirements.

All menus and other arrangements must be completed no later than 14 days prior to the date of the function. The function arrangements can be made by email or in person by making an appointment in advance.

All prices are subject to change without notice due to market fluctuation. Confirmed prices will be quoted no sooner than 30 days prior to the event _____(Initials required).

Due to the Wake County Board of Health regulations, any food and beverage purchased and not consumed remains property of the Club and may not be removed from the service location. Food on buffets or hors d' oeuvres will only remain out for 2.5 hours.

If you choose to order a split menu, the price will be the higher menu price for both items. There is a maximum of 2 entrée choices. The Club will make vegetarian dishes for all functions. We must have a 1-week (7 days) guarantee on all split menus and numbers of each item required. It is your responsibility to indicate to the Club who gets what choice. _____ (Initials Required)

All functions will be charged a 20% service charge plus 8.25% sales tax in addition to selected charges.

BARS

The Club bar is for members and their guests only. **Under no circumstances will any person attending a private function be permitted or served in the bar.** The Club will operate in full compliance with all North Carolina Alcoholic Beverage Commission rules and regulations. All guests consuming alcoholic beverages must be of legal age and drink responsibly. Alcohol not purchased at the Club can be consumed on Club Property to include parking lots and private vehicles. We reserve the right to ask for proper legal identification to verify the legal drinking age of any person on our property. We reserve the right to control all alcoholic beverage consumption, and the bartender/Club has the right to refuse alcohol service to anyone visibly intoxicated. A bartender must be present at all functions where and when alcohol is served. No self-serve bars will be permitted. Host/ Cash Bars should have 1 bartender per 100 guests. Bartender fees are \$40 for the 1st hour and \$20 for each additional half hour _____ (Initials Required)

SET-UP/CLEAN FEES

The club will have the function room set according to the specifications mutually agreed upon in advance by the agreed upon start time listed on the contract.

If additional tables, chairs and/or equipment are required or required to be removed, an additional labor charge of \$200 will apply.

The Club does not permit anything to be hung or taped to the walls or floors without prior permission from Management. In the case of a wedding reception, there will be a \$100 charge added to the invoice if birdseed or rice is found on the grounds. No sparklers are allowed inside any building on property.

The Organization and Sponsor are financially responsible for any damage incurred to the property by any member of their party and are responsible for the behavior of all its guests. Club management reserves the right to terminate the function if the organization fails to maintain control of its guests.

There will be a \$5.00 per person set up fee charged for all banquets. _____ (Initials Required)

OTHER CLUB RULES

The Club's premises shall not be used for a public forum or other similar purposes. Media coverage and interviews, exhibitions, or like events in any area of the Club or photography in any of the main areas are strictly prohibited without specific prior written Board approval. Personal photography, audio visual or other similar equipment may be permitted only in the private dining rooms on the condition that it is in good taste and that other guests of the Club are not disturbed.

Any items brought into the Club such as decoration, linens, silver, etc. must be cleared after the event and are not permitted to be stored at the club. The North Carolina State University Club and left thereon shall be at the sole risk of the patron; NCSUC will not be liable for any loss or damage to any such property for any such reason.

All decorations must be coordinated through the Special Events Office. No decorations may be affixed in the Club without prior approval. This includes the use of tape, wire, nails, thumbtacks, staples, tying, etc. a damage Fee will be charged should this occur, that will be the cost of the repair.

Smoking is not allowed inside the club. Firearms are not permitted on Club property or inside the Club.

Any illegal drug use by the patron or any of the patron's guest on Club property is forbidden and will be reported to the authorities by management.

Due to the private, social, and tax status of the club, no political campaign, campaign signs or fundraising is allowed at the club.

The North Carolina State University Club ("the Club") has put in place preventative measures to reduce the spread of COVID-19; however, the Club cannot guarantee that you, your family, or your guests will not become infected with COVID-19. Further, visiting the Club could increase your risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I or any member of my family or my guests or my event attendees may be exposed to or infected by COVID-19 by attendance at or use of the Club or participation in Club programming and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 due to such attendance at or use of the Club or participation in Club programming may result from the actions, omissions, or negligence of myself and/or others, including, but not limited to, Club employees and other members / guests.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself, any member of my family or my guests or my event attendees including, but not limited to, personal injury, disability, and death, as well as illness, damage, loss, claim, liability, or expense, of any kind, that I or any member of my family or my guests may experience or incur in connection with my attendance at or use of the Club or participation in Club programming and my contracting COVID-19 or any symptoms related thereto ("Claims"). On behalf of myself, the members of my family, my guests or my event attendees.

I hereby release, covenant not to sue, discharge, and hold harmless the Club, as well as any of its partners, officers, directors, employees, agents, representatives or affiliates from any and all liability, directly or indirectly, under any theory of law (contract, tort, negligence or otherwise), available to me or anyone else, for any liabilities, claims, actions, losses, costs and expenses of any kind (including reasonable attorney's fees) or damages (including direct, indirect, special, incidental, punitive or consequential) resulting from or occasioned by my attendance and that of the members of my family and our guests at or use of the Club or participation in any Club programming and contracting COVID-19 or any symptoms related thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Club, its partners, officers, directors, employees, agents, representatives or affiliates, whether a COVID-19 infection or the appearance of any symptoms related thereto occurs before, during, or after attendance at or use of the Club or participation in any Club program by me, the members of my family, my guests and my event attendees. _____ (Initials Required)

Event: Time: _____ Billing Name: _____

Contact Name: _____ Billing Address: _____

Contact Address: _____ City, State, Zip : _____

City, State, Zip: _____ Member Sponsor: _____

Email Address: _____ Member Phone #: _____

Telephone #: _____ Member Account #: _____

Client Signature: _____ Sponsor Signature: _____

Authorized Club Signature: _____

Unrelated Business Income (UBI) Form

NC State University Club, Inc.

In order to comply with the provisions of the Tax Reform Act of 1969, the Club is required to obtain and file the information contained on this form for all private functions.
Please complete this form and return it to the Catering Director.

| | | | |
|------------------------------|----------------------------|------------------------|--------------------------------|
| _____ Name of Event | | | |
| _____ Host Member's Name | _____ Account # | _____ Function Room | _____ Date of Function |
| _____ Total in Attendance | _____ Number of Members | | _____ Number of Non-Members |

The remaining portion of this form must be completed and signed by the member.

1. This party will be paid for by me without reimbursement by anyone. (If yes, stop here and sign below)

| | |
|--------------|-------------|
| _____ Yes | _____ No |
|--------------|-------------|
2. I have been or will be reimbursed for all or part of the charges, or my employer will pay the club directly.

| | |
|--------------|-------------|
| _____ Yes | _____ No |
|--------------|-------------|

If yes, please complete the following:

Employer's Name_____

Address_____

Member's Position to Firm_____

Purpose of the Party_____

3. I will be reimbursed by a non-member other than my employer, or they will pay the club directly

| | |
|--------------|-------------|
| _____ Yes | _____ No |
|--------------|-------------|

Name of Person/Organization_____

Relationship to Member_____

| | |
|---------------|-----------------------------|
| _____ Date | _____ Member's Signature |
|---------------|-----------------------------|

NC State University Club, Inc.
Raleigh, North Carolina 27606
Phone: (919) 828-0308 Fax: (919) 834-2977

Credit Card Payment

In the event my banquet is not paid within 60 days after the event date I authorize the NC State University Club to charge my credit card listed below for the unpaid balance.

***VS/MC/Amex ONLY**

Name: _____

Date: _____

Card number

Exp. Date /

CVV / CSID

(Amex- 4 digit code on front of card)

Street Address: _____

State/ Billing Zip Code : _____

Signature: _____
