

PRIVATE EVENT AGREEMENT

FUNCTION: _____
 DATE OF FUNCTION: _____

ROOM	TIME IN	TIME OUT	ROOM FEE
_____	_____	_____	_____

ESTIMATED ATTENDEES: _____ FOOD AND BEVERAGE MINIMUM: _____

ESTIMATED COST: _____ NONREFUNDABLE DEPOSIT: _____

MEMBER/CLIENT: _____
 PHONE: _____

EMAIL: _____

CLIENT REP: _____
 PHONE: _____

EMAIL: _____

HOST: _____
 PHONE: _____

EMAIL: _____

This Agreement is not binding upon the Club unless it is signed by both parties and any deposit paid by: 04/19/2021

This Private Event Agreement (this "Agreement") is between Rivers Club, LLC ("Club"), located at ONE OXFORD CENTRE, 301 GRANT STREET, SUITE 411, PITTSBURGH, PA, 15219-1407 and _____.

Member/Client has requested that Club reserve a portion of Club's facilities for an event, party, banquet, or function (the "Event"). Member/Client has selected the arrangement summarized above, which will be more specifically described on Exhibit "A" to be attached hereto (the "Banquet Event Order"). Member/Client understands and agrees that the following are express terms and conditions applicable to the Event:

1. **Payment Schedule.** At the time of execution of this Agreement by both parties, Member/Client shall pay to Club a nonrefundable deposit of \$0.00 to secure the Event. This nonrefundable deposit will be applied to the total cost of the Event. No later than MM/DD/YY (or, if blank, 60 days prior to the Event), Member/Client will pay an additional deposit equal to 50% of the estimated cost for the Event set forth above (the "Estimated Cost"). The remaining 50%, less the nonrefundable deposit, is due no later than MM/DD/YY (or, if blank, 7 days prior to the Event). In the event of an overpayment, the Club shall issue a refund check to Member/Client for the difference within 20 days after the Event. Any authorized amounts and any additional charges incurred with respect to the Event will be charged to Member/Client's authorized credit card. If any payment is not made when due, the Club may, at its option, deem the Event cancelled, in which case cancellation charges will apply.

Initial: _____

2. **Cancellation Policy.** In the event Member/Client cancels the Event for any reason, Club will be entitled to a cancellation fee as liquidated damages (plus service charges, administrative charges, administrative fees, as applicable, and applicable taxes) at the time of cancellation as follows:

More than 120 days prior to the Event	- 40% of the Estimated Cost
120 days to 90 days prior to the Event	- 50% of the Estimated Cost
89 days to 45 days prior to the Event	- 75% of the Estimated Cost
Less than 45 days prior to the Event	- 90% of the Estimated Cost

Given the Club's capacity to prepare and serve food and beverages, the parties acknowledge that it is highly unlikely that the Club would be able to mitigate any losses caused by cancellation of the Event. The parties agree that prospectively calculating the damages that Club would suffer as a result of the cancellation of the Event would be exceptionally difficult or impossible. For this reason, the parties have agreed that the calculations set forth above are a reasonable forecast of just compensation in the event of the cancellation of the Event. The amounts due for cancellation set forth herein are intended as liquidated damages and not as a penalty. Deposits will be applied toward the cancellation fee.

3. **Guest Guarantee.** No later than seven (7) days prior to the Event, Member/Client will confirm the number of guests attending the Event. In the event Club is not notified of the guest confirmation at least seven (7) days in advance, Club will use the estimated number of attendees set forth above as the guaranteed number. Club reserves the right to adjust or substitute the space allocated to the Event to appropriately accommodate the number of confirmed guests. If there is a food and beverage minimum set forth above, the Member/Client will be charged the food and beverage minimum or the actual food and beverage charges, whichever is greater. Subject to any food and beverage minimum set forth above, the Member/Client will be charged for the guaranteed number or the actual number of attendees, whichever is greater.

4. **Service Charge/Taxes/Banquet Event Order Pricing.** The prices listed on the Banquet Event Order, when attached hereto, are subject to proportionate increases to meet increased cost of supplies for Events reserved more than 120 days in advance, but any such increase shall not exceed 10%. Prices can be set 90 days in advance of the Event. All food and beverage purchases are subject to an automatic 22% service charge, a portion of which may be distributed by the Club to certain food and beverage service employees. The service charge is not a tip or gratuity. Applicable taxes and fees, in addition to the service charge, will be added to all amounts due under this Agreement, including without limitation cancellation fees as liquidated damages. Once the Banquet Event Order has been finalized, it shall be signed and attached hereto no later than seven (7) days prior to the Event. The parties recognize that the Member/Client is a non-profit, tax-exempt organization and agrees that this Agreement will take into account and be consistent with the Customer's tax-exempt status.

5. **Member/Client and Guest Conduct/Contractors.** Member/Client is responsible for conduct of Member/Client's employees, guests, attendees, and permitted contractors and will promptly pay for all documented damages incurred by the Club due to their actions or omissions. No food or beverage of any kind can be brought into or removed from the

Initial: _____

Club by Member/Client or Member/Client's guests or attendees. Member/Clients that wish to use a third party contractor(s) to provide a specific service, not available through the Club, agree to use a contractor(s) that meets the insurance requirements established by the Club. The Club reserves the right to approve all contractors, such approval not to be unreasonably withheld, and all contractors must provide appropriate proof of adequate insurance. Member/Client's contracts with its contractors will all specify that such contractor and the Member/Client will indemnify and hold the Club and its affiliates harmless from any and all damages or liabilities which may arise by such contractor or through its use. Damage to the Club premises by the Member/Client or contractors hired by Member/Client will be the Member/Client's sole responsibility. The Event is subject to the rules and regulations and Membership Bylaws of the Club.

6. **Security.** Club is not responsible for security or any damage to or the loss of any personal property or articles brought into the Club, or for any item left unattended, or for loss or damage which occurs in Club's parking areas. Member/Client will accept full responsibility for any damages resulting from any action or omission of their individual attendees in conjunction with organized group activities. The Club is not responsible for any loss or damage no matter how caused, to any samples, displays, properties, or personal effects brought into the Club, and/or for the loss of equipment, exhibits, or other materials left in meeting rooms.

7. **Alcohol Consumption.** Member/Client covenants to be responsible for the consumption of alcoholic beverages by Member/Client's guests and attendees at the Event. Club does not serve alcoholic beverages to minors as required by state law, and Member/Client assumes the duty to ensure observance of this state statute. In the event Member/Client has reason to believe a guest or attendee has become impaired to the extent they should not drive, Member/Client will assist the Club by identifying the guest or attendee to the Club. Member/Client acknowledges Club may refuse service to any guest or attendee or, at its discretion, discontinue service to all guests and attendees. Any such discontinuation of service shall not relieve Member/Client of any obligations or any amounts owed pursuant to this Agreement.

8. **Americans with Disabilities Act.** Both the Member/Client and the Club shall be responsible for compliance with the public accommodation requirements of the Americans with Disabilities Act ("ADA"). The Club agrees that it will comply with Title III of the ADA and the regulations promulgated thereunder. Club shall provide, to the extent required by the ADA, such auxiliary aids and/or services as may reasonably be requested by Member/Client, provided that Member/Client gives reasonable advanced written notice to Club of such needs. Member/Client shall be responsible for the cost of any auxiliary aids and/or services (including engagement of and payment to specialized service providers, such as sign language interpreters) other than those types and quantities typically maintained by the Club.

9. **Payments.** Member/Client shall remain liable for all amounts owed to Club and shall have no right to obtain a refund of any deposits paid to the Club.

10. **Limitation of Liability.** Except for liability with respect to cancellation fees and food and beverage minimums, in no event will either party be liable for indirect, consequential, incidental, or punitive damages of any nature for any reason, including without limitation lost profits or goodwill, even if the other party has been advised of their possible existence.

Initial: _____

V 9-22-22

11. **Miscellaneous.** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Neither Club nor Member/Client shall be required to perform any term, condition, or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, war, terrorist act, strikes, lockouts, material or labor restrictions, damage to or destruction of Club facilities, or *restrictions or prohibitions* by any governmental authority. In the event that the Event is cancelled as the result of a force majeure event, all deposits shall be returned to Member/Client, less actual costs incurred by Club in anticipation of the Event. In no event shall Club be liable for the failure of or interruption of utilities. If, for any reason, the space reserved hereunder is not available for the Event, the Club may substitute other space and the Member/Client agrees to accept such substitutions. This Agreement and attachments embody the entire agreement and understanding of the parties relating to the subject matter hereof, is nonassignable, may not be amended except in writing signed by both parties, and supersedes any prior representations, agreements, and understandings, oral or written, if any, relating to such subject matter. All notices, including a cancellation notice, must be in writing. Text messages, instant messages, messages on social media sites, and similar messages are not "in writing" for purposes of this Agreement. This Agreement shall be deemed drafted by all parties and shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against any of the parties hereto. This Agreement may be executed by facsimile or other electronic means, and each facsimile or other electronic signature shall be deemed to constitute a valid and binding signature of the executing party.

Notwithstanding any provisions in this Agreement to the contrary, if the 14-day average of new COVID-19 cases in Allegheny County, Pennsylvania is in excess of 200 on the 33rd day before the date of the Event or the Member/Client's, requirements, expectations, standards, guidelines, policies or procedures for COVID-19 determines that the COVID-19 pandemic or other public health emergency makes it reasonably unsafe to hold the Event as a public university, Member/Client may elect to re-schedule the Event to a mutually agreeable date within 12 consecutive months without penalty and subject to any customary price increases. Such notice of rescheduling must be received by the Club in writing at least 30 days prior to the date of the Event. In the event Member/Client cancels within 30 days of the date of the Event, all terms of this Agreement regarding cancellation and liquidated damages will apply.

12. **Governing Law and Place for Suit.** This Agreement will be deemed to be a contract under the laws of the State in which Club is located and for all purposes will be governed by and construed in accordance with such laws. Member/Client irrevocably agrees that any legal action or proceeding brought by or against Club with respect to this Agreement will be brought in the courts of the State in which Club is located or in the U.S. District Court for that State. Member/Client consents to the jurisdiction of such courts and that the venue for any such action will be the county in which Club is located. **TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION ARISING OUT OF, BASED UPON, OR IN ANY WAY RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.**

Initial: _____

V 9-22-22

The Member/Client has read and agrees to the terms and conditions stated above, certifies that the undersigned is an authorized representative of Member/Client and has the authority to bind Member/Client to this Agreement, and acknowledges receipt of a copy of this Agreement.

Member/Client:

Signature

Club:

By: _____
Private Events Director or General Manager

Printed Name

Address

Address

Date:

Date: _____

SAMPLE