



NORTH ANDOVER COUNTRY CLUB

Non-Member Function Contract

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GENERAL INFORMATION

A function is defined as any event requiring any of the following: a special room set up, a special menu and/or club employees.

The North Andover Country Club days of operation: (Club business days)
Wednesday, Thursday, Friday, Saturday, and Sunday

Due to parking limitations, large functions may be required to hire a North Andover police officer to assist with parking and the safety of both members and guests on Great Pond Road at the discretion of the General Manager.

ROOM RENTAL FEES

A room rental fee will apply for use of the Barn. The member dining area is not available for individual room rental.

- Room rental fees are:
- Barn Room \$600 for 4 hours* \$750 between May 20 – June 20
- Clubhouse \$10,000 for 5 hours* with NACC Board Approval
- Weddings/Dances \$1,000 for 5 hours* This is the room rental for any event in which the Barn requires two different setups for a single event.

*Additional hours may be added at an additional cost of \$250 per hour with prior club management approval.

The use of the member dining room, pool, golf, tennis, and platform tennis facilities are restricted to club members only. These areas are off limits to function guests.

FOOD AND BEVERAGE MINIMUM

All non-member and member-sponsored events must meet the Club's \$2,000 food & beverage minimum. If a booked event ends up not meeting this minimum, the differential will be added to the event to meet the minimum. This minimum covers only food and beverage totals and does not include the administration fee or taxes.

DEPOSIT

A \$600.00 deposit is required in advance to book a function. This deposit is non-refundable if the event is cancelled unless the date can be rebooked. In all cases, a function is not considered booked, and the space will not be reserved until the deposit is received and all necessary forms and contracts are completed. The deposit will be applied to the event balance at the completion of the event. This deposit may be waived only for members holding a post-funeral affair for a family member.

GUARANTEE

A guaranteed number of attendees for food and beverage functions (with final itemized counts if applicable) is required ten (10) club operating days (Wednesday – Sunday) prior



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to the function, and **not** subject to reduction. If the client fails to call the guarantee to the Club Manager by 4:00 PM on the due date, it will be assumed that the expected number of attendees be the guarantee (which is the basis for the final bill). In the event of an increase in the guaranteed number of attendees, North Andover Country Club is prepared to provide 3% over the guarantee.

FOOD SERVICE

Only food and beverage provided by North Andover Country Club may be consumed on the club property. No food or beverage of any kind will be permitted to be brought onto the club property by the members, clients, or any of their guests. Exceptions may be made for special occasion cakes. Also, no food or beverage provided by North Andover Country Club will be allowed to leave the premises of the club.

If a function has a plated menu, final selections are due at least 5 days prior to the event date. Menus with multiple choice courses (either salad, and/or entrees, and/or desserts) require the same 5-day notice. If selection counts are not given to the Club in a timely manner, then a \$10 pp charge will be assessed on the event.

Consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of foodborne illness, especially if you have certain medical conditions.

LIQUOR SERVICE

Bartenders are scheduled with 1 bartender per 75 people and the bartender fee is \$100. If additional bartenders are needed the admin charge is \$100 per additional bartender.

For hosted bars, no alcoholic beverages will be served during the last half-hour of the function. For cash bars, it is credit card only, and no cash. We use 'Square' for cash bar transactions.

Liquor must be provided by North Andover Country Club and may under no circumstances be brought in by the member, client, or any of their guests.

DRESS CODE & SMOKING POLICY

All members and guests attending private functions are required to comply with the dress code at the club. The wearing of baseball/golf caps etc., T-shirts, cargo shorts, bathing suits or similar attire are not permitted. North Andover Country Club is a smoke-free facility. Please advise your guests of these important policies.

PAYMENT

A function contract must be executed prior to the event, at which time a non-refundable deposit of \$600.00 is due. Questions or disputed items should be discussed with the club Manager and resolved prior to the payment deadline. **Payments may only be made by check, money order or certified check.**



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A 25% gratuity will be added to all food and beverage charges. A 6.25% Massachusetts State Tax and a 0.75% Town of North Andover meals tax will be added to all fees and charges, including food, beverage, and function surcharges. The client agrees to pay for these charges and taxes.

CANCELLATIONS

For cancellations after confirmation of the function, all deposits will be refunded only if the date canceled is rebooked with another function of equal or greater value for the same room, date, and time. All deposits will be forfeited for cancellation within thirty (30) days of the function.

If due to a power outage, natural disaster, or any other unforeseen natural events that would force the function to be canceled or postponed, the club will not assume liability for any unpaid contracts. If the function is canceled and not rebooked at North Andover Country Club the client will forfeit the \$600.00 deposit. If the event is rebooked at North Andover Country Club, the \$600.00 will be applied to the rebooked date.

LIABILITY

North Andover Country Club will not assume responsibility for damage or loss of any merchandise or articles left in the club prior to, during, or following the function. Moreover, the club shall not be responsible for any items left behind.

This contract represents the entire agreement between the parties with respect to the transactions contemplated herein.

Any variation or other changes to this agreement must be made in writing and must be signed by both the client or member and an authorized representative of North Andover Country Club.

Client shall indemnify, defend and hold harmless the North Andover Country Club, its officers, directors, employees and agents, from any and all claims, actions, causes of action, demands or liabilities of whatsoever kind and nature including judgments, interest, attorneys' fees, and all other costs, fees, expenses and charges which the North Andover Country Club, its officers, directors, employees, and agents, may incur but only in proportion to and to the extent such liability, loss, damage or claims are caused by or result from (i) the negligence or misconduct of the Group, its officers, directors, employees, volunteers, agents, contractors, or any other person or organization hired by the Group or (II) any breach by Client of any representation, warranty or covenant by Client hereunder. The terms of this provision shall survive the termination or expiration of this Agreement.

The North Andover Country Club shall indemnify, defend and hold harmless the Client, its officers, directors, employees, volunteers and agents, from any and all claims, actions, causes of action, demands or liabilities of whatsoever kind and nature including judgments, interest-, attorneys' fees, and all other costs, fees, expenses and charges



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which Client, its officers, directors, employees, volunteers and agents, may incur (i) but only In proportion to and to the extent such liability, lost damage or claims are caused by or result from the negligence or misconduct of the Hotel, its officers, directors, employees, agents, contractors, or any other person or organization hired by the Hotel or (ii) as a result of any breach by North Andover Country Club of any representation, warranty or covenant made by it hereunder. The terms of this provision shall survive the termination or expiration of this Agreement. In no event shall either of the parties hereto be liable to the other for the payment of any consequential damages. However, the provisions of this Section shall not apply in any way to or limit a party's obligation to indemnify any indemnified party.

FORCE MAJEURE

The performance of this Contract by either Party, in part or in full, Is subject to acts of God, war, government regulations, disaster, acts of terrorism, strikes or threat of strikes (exception: North Andover Country Club may not terminate this Contract for situations involving the North Andover Country Club's employees), civil disorder, curtailment or delay in transportation facilities preventing the contracted participants from attending, or any other emergency beyond the control of either party making it inadvisable, illegal, or Impossible to provide the facilities or to hold the meeting. This Contract may be terminated without a cancellation charge, or partially performed without a performance or attrition charge, for any of the above reasons by written notice from one party to the other.

Name of the Event/Function

Date of Function

Host's Signature

Today's Date

For North Andover Country Club

Date