

Francesca's Banquet's & Catering Contract

P.O. Box 67
144 East Main St.
Ilion, NY 13357
Ph. 315-895-0800 Fax: 315-895-0802
www.FrancescasBanquets.com

Banquet Policies

Francesca's will have a banquet manager available on site throughout the event for any questions or concerns. We are able to accommodate 285 guests. We recommend 250 to be the maximum number of guests for a wedding.

Parking is available in the parking lot to the right of Francesca's banquet facility and also across the street. Parking is at your own risk. Francesca's does not assume responsibility in any way for damages to any vehicle parked at or utilizing premises owned by Francesca's. Please let us know ahead of the event date, if you'll need additional parking. (This is in regards to any overly large vehicles, limo's etc.)

Please be clear with your guests on where your event is scheduled. We recommend that directions be provided. If there are more than one event scheduled staff will be scheduled at no additional cost to help assist your party to the correct room.

The building is handicapped accessible which is required by New York State Law.

Food & Beverage

All food and beverages must be purchased from Francesca's Banquet Hall. No food or beverage of any kind may be brought into the facility without prior arrangement with Banquet Manager.

Cakes for any event may be brought in. There are no additional fees for us to cut the cake. We do require the right to not serve the cake if we feel there is not enough per person, but we will still cut and put out for self-serve.

All alcoholic beverages to be served during any event must be dispensed only by our staff. Proper identification is required. We reserve the right to refuse alcohol service to anyone, at our discretion.

All food prepared is based on Final Guarantee of attendees. (This is received 10 days prior of event date.) Buffet items will be replenished until all guests in attendance have proceeded through the buffet line. Once attendees have been served, one Buffet Line will remain open for an additional 15 minutes to accommodate any late arrivals or second helpings.

No food or beverages items, that remain unconsumed, after the event, may be removed by the customer or its attendees.

Francesca's will provide food and beverage at 5% over the final count guarantee.

Prices listed on menu are subject to change to comply with rising labor and market cost. Firm food prices can be guaranteed in writing (45) days prior to event, if requested.

Decorating

We do not allow affixing of anything to our walls, floors, or ceiling with tape, staples, nails or any other substance. For any banners needing to be affixed to a table, you may use double sided tape. Balloons may not be affixed to any of the banquet facility's lighting fixtures. Candles are accepted must be contained for safety purposes. We recommend votives.

Francesca's provides all linens for your event unless discussed otherwise. There are some colors available as well.

Chinese Auctions or Raffles

In reference to Section 106, subdivision 6, of the Alcoholic Beverage Control Law, which states, that a licensee shall not permit any gambling on the licensed premises, Chinese auctions or raffles are prohibited.

Gambling is prohibited in any licensed establishment. Gambling occurs when a person gives something of value, say a dollar, to participate in a game of chance, say a raffle, for a chance to win something of value, say money or a prize. Thus, raffles, as they are typically conducted, constitute gambling.

Silent auctions are not games of chance. The winner is the highest bidder, so there is no element of chance. Thus, silent auctions are permitted.

Payment

A \$500.00 deposit must be made to reserve the date and time of your event. This deposit shall be non-refundable, unless otherwise agreed in writing by the Banquet Manager. The entire amount due must be paid prior to event date. We accept payments made in forms of cash or check. A \$50.00 fee will be placed on bounced checks. All checks made payable to Francesca's Catering & Banquets.

Taxes/Fees

A 20% service charge applies to all food, beverage and rentals ordered. This covers all gratuities and tip for staff. If extra labor is required for the event, the client will be billed accordingly. In accordance with state law 8.25% New York State sales tax is then added to the total amount. Groups requesting state tax exemption must submit their state tax exemption form (ST-119.1) two weeks prior to the scheduled event.

Guest Count Guarantees

To ensure the success of your event, all details, including menu selection, room set-up, estimated number of attendees and any other specifics relating to your event are due 30 days prior to your event.

A final guaranteed count is the responsibility of the client, to be given to the Banquet Manager, ten (10) days prior to the event. If we do not receive the guarantee by this time, the booking party will be charged for the full person count listed on the contract, unless the actual number of persons is greater. This guarantee is the minimum count you will be charged for and cannot decrease. Please notify the Banquet Manager as soon as possible if the count increases. If you do require time to be extended for any reason please contact an Banquet Manager and we can work out an appropriate date for final count to be received.

Damages

The client agrees to the responsibility of any damages to the property or equipment by members, guests or outside groups contracted by client during the period of time functions are held at the restaurant. Client shall be liable to Francesca's for Client's or Client's guest's negligent acts or willful conduct, and Client agrees to pay for any property damage created thereby. Client agrees to indemnify Francesca's and hold harmless from any and all liability, loss or damage, including reasonable attorney fees and court costs which it incurs as a results of Client or Client's guests negligent acts or willful misconduct or as a result of any damages to or loss of Clients or Clients guests' property.

Francesca's does not assume responsibility for the damage or loss of any article. Security arrangements should be made for all items left unattended for any period of time.

Francesca's has security cameras viewing the parking lot and throughout the facility.

Cancellation Policy

Cancellations must be given in written form. Any cancellation received days after 14 days of initial event booking will result in loss of full deposit. Cancellation of an event 7 days or less prior to the event will result in a charge of 50% of contract total. Cancellations with less than 48 hours notice will incur full payment. No shows will incur full payment.

This agreement shall be binding on and is assignable to our successors and assigns. You may not assign this Agreement without our written consent, which may be withheld in our sole discretion, nor shall you delegate to any third party your duties under this Agreement.

This Agreement may not be amended or modified in any respect except pursuant to a written instrument duly signed by the authorized representatives of both parties.

The Agreement constitutes the final and entire understanding of the parties and there are no other agreements, representations, warranties, or premises, of any kind whatsoever, either written or verbal.

I/We hereby agree to the terms and conditions set forth in this contract for the event held on

_____ at the time of _____ to _____ (Includes 4 Hours)

Date

Signature: _____

Manager Signature:

Print Name: _____

Date: _____

Date: _____

Thank you for choosing Francesca's for your event.