



503 Washington Avenue, Kingston, NY 12401  
 Tel: (845) 338-0400 Direct Fax: (845) 340-1908  
 Web: [www.bwpkingston.com](http://www.bwpkingston.com)

**CATERING TERMS AND CONDITIONS CONTRACT**

Thank you for considering the *Best Western Plus Kingston* to host your event. We welcome the opportunity to serve you with our professional resources in event planning, food and beverage preparation, culinary arts, and guest services.

Please review the following information carefully. The *Best Western Plus Kingston* agrees to hold the stated space on a TENTATIVE basis until the specified contract due date and/or the return of the signed contract, whichever occurs first. Meeting space may be released without notification if the *Best Western Plus Kingston* has not received the signed contract by the specified due date.

The banquet event orders ("BEO") provided to you in connection with your event is part of this agreement. Attached please find the Banquet Event Order(s) for your program. If there are any changes or additions to the BEO(s), please make those changes directly on the BEO(s), sign at the bottom left and return with the signed catering contract.

Also attached is a Credit Card Authorization Form. This Credit Card Authorization may be used as the primary form of payment and/or as a required guarantee back-up for any company checks that are used to settle charges at the conclusion of your program or pending direct bill accounts. Please complete all requested information on the Authorization Form, and send copies of the Credit Card (front and back) and a copy of the Driver's License of the credit card holder.

Please review the attached and indicate your approval by signing the last page of the contract. All documents can be faxed to *Sage Newkirk* at the fax number **(845) 340-1908** at your earliest convenience. If you have any questions, please do not hesitate to contact me directly at **(845) 338-1299**.

ACCOUNT:	Ulster County Economic Development Alliance	FUNCTION:	Ulster County Economic Development Alliance
ADDRESS:	244 Fair Street, 6th Floor	CONTACT:	Suzanne Holt
CITY:	Kingston	ON-SITE CONTACT:	TBD
STATE:	NY	TELEPHONE:	845-340-3556
ZIP CODE:	12401	FAX:	N/A
Contract Due	06/05/2018	Email:	shol@co.ulster.ny.us

DAY	DATE	START	END	FUNCTION	ROOM	SETUP	ATTD	RENTAL
Wednesday	6/27/2018	07:30 AM	09:00 AM	Breakfast	Plaza Ballroom	Rounds 8	50	WAIVED

*A 20% taxable service charge and 8% tax will apply to all function pricing.*

**PAYMENTS AND DEPOSITS**

Payment is accepted for functions by credit card, cash, or certified check only. **Exception:** Personal banks checks are accepted two weeks prior to your function. Full payment of the estimated charges, other than by personal bank check, must be received no less than seventy-two (72) hours prior to your function. Any remaining amounts due must be paid in full immediately upon the conclusion of your function.

All requests for corporate direct bill applications must be submitted to our credit department twenty-eight (28) days prior to the function for approval. The submitting of a direct bill application does not guarantee approval until all references and bank information have been verified. "Social" functions are not eligible for direct billing. Direct bill invoices are due and payable thirty (30) days after the date of the event.

**The Best Western Plus Kingston requires an advanced deposit of:**

<b>ADVANCED DEPOSIT</b>	<b>ON OR BEFORE:</b>
WAIVED FOR	DIRECT BILL CLIENT

**CANCELLATION AND PAYMENT TERMS**

If this agreement is cancelled, a charge will be applied as follows: This charge shall be paid as liquidated damages and not as a penalty.

**FOOD AND BEVERAGE**

<u>Contract Date - 60 Days Prior to Arrival</u>	= \$250 Cancellation Fee
<u>30 - 60 Days Prior to Arrival</u>	= \$250 Cancellation Fee + 10% of Total Remaining Estimated Charges
<u>8 - 29 Days Prior to Arrival</u>	= \$250 Cancellation Fee + 25% of Total Remaining Estimated Charges
<u>7 Days or Less Prior to Arrival</u>	= \$250 Cancellation Fee + 50% of Total Remaining Estimated Charges

\*Total estimated charges are based on anticipated revenues. Additional damages may be owed for cancellation of your sleeping room contract.

**ROOM RENTAL**

Should your group find it necessary to cancel, expenses incurred by the hotel in preparation for your function become the responsibility of the patron.

14 Days or More Prior to Arrival	No Charge
13 Days or Less Prior to Arrival	100% of the Total Room Rental

For bookings less than 14 days out, room Rental fees are Non-Refundable, should cancellation become necessary.

**GUARANTEES**

The party making arrangements must guarantee the number of people to be provided one (1) week prior the event. Guarantees for Saturdays and Sundays are due by 12:00 noon the Friday one (1) week prior. If a guarantee is not given one (1) week before the event, the original estimated number of guests will be used. Banquet charges will be based on the final guarantee or actual number of guests served whichever is greater. Increases up to 5% are acceptable, but no decreases may be made after this time. Banquet charges will be based on the final guarantee or actual number of guests served whichever is greater. No allowances or credit will be made if attendance is less than the guarantee. No more than a 15% reduction from the original contract estimate can be accepted. In addition, the hotel cannot be responsible for extra menu and beverage selections more than 5% over the guarantee. If attendance exceeds the 5%, additional meals will be served, if available, or the hotel may provide Chef's selection.

**FOOD AND BEVERAGE REGULATIONS AND PRICING**

To ensure the safety of all our guests and comply with local health regulations, neither patrons nor their guests shall be allowed to bring food or beverage, including alcoholic beverages, into the hotel or take food and beverage from the hotel. In the case that this policy is violated, the hotel reserves the right to revoke all privileges of function space use. No refunds will be given.

Alcohol will not be served unless accompanied by food. All bar services must be purchased in conjunction with an equal dollar amount of food. In the event that a cash or consumption bar is selected, a minimum food purchase of \$350.00 will be required. Management reserves the right to increase the minimum food purchase requirement based upon the final count.

A 20% taxable service charge and 8% tax will apply to all function pricing.

All displays, exhibits, decorations, signs, etc. must conform to city code fire ordinance rules. If items need to be placed on walls or ceilings, the items need to be brought to catering department at least two (2) days prior to event.

**\*Any nails, push pins, tape used on walls or ceiling will result in a damage fee of no less than \$200.00.**

All meeting, function, event, and/or banquet details (including times, breaks, A.V. requirements, space set-up and menus) must be received a minimum of seven (7) business days prior to date of function.

**Buffet service is only available with a minimum of fifty (50) persons.** If the guaranteed number for your event is less than fifty (50) persons, you will still be charged for fifty (50) persons.

Due to market conditions, pricing fluctuations may occur in the cost of food items. All prices are subject to change up to ninety (90) days prior to date of function. At this time, if price revisions are not required, the quoted function price will be guaranteed.

Should you be shipping packages for your function, they must be addressed to the attention of the manager handling your function and marked with the name and date of your function. Due to limited storage space, we require that shipments not arrive any earlier than one (1) week prior to date of function. This includes receiving and delivery of packages, cartons and boxes to meeting rooms. The hotel cannot be responsible for the loading or unloading of deliveries.

**INDEMNIFICATION**

To the extent permitted by law, you agree to protect, indemnify, defend and hold harmless the Hotel or the Owner, and their respective employees and agents against all claims, losses or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees), arising out of or connected with your function, except those claims arising solely out of the negligence or willful misconduct of the hotel.

**FIRE SAFETY**

You acknowledge that decorations, props or staging brought into the hotel may be subject to approval by the local Fire Department.

**GOVERNING LAW**

This contract shall be construed and interpreted in accordance with the laws of the state in which the hotel is located.

**EXCUSED PERFORMANCES**

This contract is void if it cannot be performed because of government regulations, accidents, labor trouble, restrictions upon travel, transportation, food, beverage or supplies, or any other circumstances which are beyond the control of the Hotel. In no event shall the Hotel be liable for the loss of profit or other similar or dissimilar collateral or consequential damages, whether based on breach of contract warranty or otherwise. In no event shall the Hotel's liability be in excess of the total amount of the food, beverage and room rental minimum contracted. If the food or services agreed upon at the time of contract cannot be furnished due to market conditions or any other reason, other foods and services at the hotel's discretion may be substituted.

**EXEMPTION STATUS**

For groups/organizations claiming exemption from applicable federal, state or municipal taxes, it will be the responsibility of the group/organization to provide a copy of the Tax Exempt Certificate (to be returned with this contract) before credit can be given for charges of applicable taxes, only to apply to food. Alcoholic beverages are taxable. Payment must also be made directly by the group/organization claiming exemption status. In the event that the Hotel does not receive from Patron a copy of the group's/organization's Tax Exempt Certificate, appropriate federal, state, or municipal taxes will be charged when applicable.

**CONDUCT OF EVENT**

The Patron will undertake to conduct the Event in an orderly manner in full compliance with applicable laws, regulations and Hotel rules. Patron assumes full responsibility for the conduct of all persons in attendance and for any damage done to any part of the Hotel's premises during any such time that premises are under the control of Patron, or Patron's agent, invitees, employees or independent contractors employed by Patron.

**SECURITY**

The Hotel will not be held responsible before, during or after for lost, stolen or damaged items left in the event rooms, regardless of whether those rooms are secured by personnel from your organization or the Hotel. If requested in advance, arrangements can be made with the Hotel for event rooms, locks, or special security at a cost to your organization.

**EVENT SPACE AND ROOM RENTAL**

The Hotel reserves the right to reassign or reduce event space as necessary, in accordance with your guaranteed number of attendees and set-up requirement for your events. If changes to the contracted and executed room set are required, additional set up labor charges will be assessed. Your event space is available only at the times specified under the agenda on this contract.

**THIS AGREEMENT SHALL BIND ALL PARTIES AFTER RECEIPT OF A FULLY EXECUTED COPY OF THIS AGREEMENT AND COUNTER SIGNATURE BY AN AUTHORIZED AGENT OF THE BEST WESTERN PLUS KINGSTON. ALL MODIFICATIONS TO THIS AGREEMENT, IF ANY, SHALL BE MADE IN WRITING AND MUST BE SIGNED AND INITIALLED BY ALL PARTIES.**

Our professional catering staff is looking forward to serving you and making your event a very successful and memorable occasion. If I can be of further assistance, please do not hesitate to contact me at any time.

Please sign this contract and Banquet Event Orders along with the completed Credit Card Authorization form (attached) and return at your earliest convenience.

For: Ulster County Economic Development Alliance

For: Best Western Plus Kingston

Signature: [Handwritten Signature]

Signature: \_\_\_\_\_

Title: President of CEO

Title: Sage Newkirk, Sales & Catering Manager

Date: 5/25/18

Date: \_\_\_\_\_



503 Washington Avenue, Kingston, NY 12401  
Tel: (845) 338-0400 Direct Fax: (845) 340-1908  
Web: [www.bwplkingston.com](http://www.bwplkingston.com)

**CREDIT CARD AUTHORIZATION**

In lieu of my Credit Card imprint, I \_\_\_\_\_, hereby authorize the **Best Western Plus Kingston** to charge my credit card for the following:

- Advance Deposit** in the Amount of \$ \_\_\_\_\_
  - CC** to be used as back-up for any company checks that may be used to settle charges at the conclusion of the event.
  - CC** to be used in the event that the Direct Bill Account is over 21 days past due.
- If payment is made by credit card, the credit card will be authorized for full payment 72 hours in advance.

**ALL BANQUET RELATED CHARGES**      \_\_\_\_ Yes    \_\_\_\_ No

**GUEST ROOMS** - Date(s) of Stay: \_\_\_\_\_

- Room & Tax Only
- Room, Tax & Incidentals
- Guarantee Only

Name: \_\_\_\_\_  
Name: \_\_\_\_\_  
Name: \_\_\_\_\_  
Name: \_\_\_\_\_

(Please list additional names on a separate sheet of paper)

**CARD HOLDERS NAME:** \_\_\_\_\_

**CREDIT CARD #** \_\_\_\_\_

**EXPIRATION DATE:** \_\_\_\_\_ **TYPE:** \_\_\_\_\_

My billing address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Cardholder's Driver's License Number: \_\_\_\_\_ State of Issue: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

By signing below, I acknowledge charges described above.

\_\_\_\_\_  
(Signature of cardholder)

\_\_\_\_\_  
Date

Please complete all information requested above, sign and return.

# Best Western Plus Kingston Hotel and Conference Center

503 Washington Avenue - Kingston - NY - 12401 - 845-338-0400 - Fax 845-340-1908

## Banquet Event Order

BEO #: 616900

Status: Tentative

Printed on: 5/22/2018 3:02:29 PM

<b>Account:</b> Ulster County Economic Development Alliance <b>Post As:</b> Ulster County Economic Development Alliance <b>Address:</b> 244 Fair Street, 6th Floor Kingston, NY 12401  <b>Deposit:</b> Waived for direct bill client  <b>Method of Payment:</b> See function agreement	<b>Event Date:</b> Wednesday, 6/27/2018 <b>Contact:</b> Suzanne Holt <b>Phone:</b> 845-340-3556 <b>Fax:</b> <b>Email:</b> shol@co.ulster.ny.us <b>On-Site</b>  <b>Sales Mgr:</b> Sage Newkirk <b>Catering Mgr:</b> Sage Newkirk
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Date	Time	Setup	Set	Gtd	Room
Wednesday, 6/27/2018	07:30 AM-09:00 AM	Rounds 8	50		Plaza Ballroom

<p style="text-align: center;"><b>FOOD</b></p> <p>Time: 7:30 AM Qty: 50 Price: \$17.95 Total: \$897.50                  \$17.95+ (Plus 20% Service), Per Person                  TAX EXEMPT                  Breakfast Buffet</p> <p>Orange Juice                  Fresh fruit Display Garnished with Berries                  Fresh Scrambled Eggs                  Choice of Bacon, Pork or Turkey Sausage                  Breakfast Potatoes                  Assorted Cereals with Low-Fat and Skim Milk                  Yogurt and Granola                  Chef's Selection of Assorted Breakfast Breads, Danish, Pastries, Muffins and Bagels                  Butter, Preserves and Cream Cheese                  Coffee, Defac and Hot Tea</p> <p style="text-align: center;"><b>BEVERAGE</b></p> <p>No Bar Requested</p>	<p style="text-align: center;"><b>ROOM REQUIREMENTS</b></p> <p><b>BALLROOM</b>                  Rounds of 8                  16 6ft Tables w/ 2 Chairs each back of the room (vendors)</p> <p><b>FOYER</b>                  2 6ft tables w/2 chairs each (registration)</p> <p style="text-align: center;"><b>AUDIO VISUAL EQUIPMENT</b></p> <p>Time: 6:30 AM Qty: 1                  Screen, Projection Table, Power Strip, Extension Cord and Podium w/                  Wired Mic                  ***Client to provide their own projector***</p> <p style="text-align: center;"><b>MISCELLANEOUS</b></p> <p>6:30AM - Set Up                  7:30AM - Breakfast                  8:00AM - Program                  9:00AM - Guests Depart</p>
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Estimated Charges					
Food	\$897.50	Room	\$0.00	Service Charge 1	\$179.50
				<b>Total</b>	\$1,077.00
Beverage	\$0.00	Staff	\$0.00		
Audio/Visual	\$0.00	Miscellaneous	\$0.00		

Confirmation is required 1 business days in advance of event or the expected attendance (set) above will become the guarantee. Best Western Plus Kingston Hotel and Conference Center requires this contract be signed by an authorized representative of your organization and returned by 6/5/2018. Should this not occur, the hotel reserves the right of cancelling the contract upon notice to the organization. The hotel reserves the right to reassign meeting rooms based upon final guaranteed numbers, to a room suitable of accommodating the group and requirements. Food, beverage, and all charges are subject to Service Charge and Sales Tax.

Folio #:

BEO #: 616900

S Holt

5/25/18

Event Representative Authorized Signature

Date

Hotel Representative Signature

Date