

## PRIVATE EVENT AGREEMENT

EVENT:  
START TIME:  
CLIENT:  
PHONE:  
CONTACT:  
PHONE:

DATE OF EVENT:  
END TIME:  
EMAIL:  
  
EMAIL :

ESTIMATED GUESTS:  
ESTIMATED COST:

MINIMUM COST:  
NONREFUNDABLE DEPOSIT:

**This Agreement is not binding until it is executed by Client, accepted by Club and any required deposit is paid.**

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 University of Pittsburgh-Of the Commonwealth System of Higher Education, a Pennsylvania non-profit corporation with office at 4200 Fifth Avenue, Pittsburgh, PA 15260 ("Client").

The parties hereto agree as follows:

1. **Event.** Client has contracted with Club to reserve a portion of Club's premises for the above-referenced Event with the timing and features summarized in the Pre-event Invoice and Banquet Event Order attached hereto. The Date of Event cannot be changed except upon mutual agreement as specifically provided for herein. All terms not defined in the body of this Agreement have the meanings set forth in the above fields.

2. **Payment Schedule.** Upon execution of this Agreement, Client shall pay Club a nonrefundable deposit of \$0.00, which will be applied to the final cost of the Event and is not transferable. Client shall also make the following payments to Club toward the Estimated Cost:

| <u>Due Date</u> | <u>% of Estimated Cost</u> | <u>Payment Amount</u> |
|-----------------|----------------------------|-----------------------|
| MM/DD/YYYY      | 0.00                       | \$0.00                |
| MM/DD/YYYY      | 0.00                       | \$0.00                |
| MM/DD/YYYY      | 0.00                       | \$0.00                |

Any authorized outstanding amounts and additional charges incurred with respect to the Event will be charged to Client's authorized credit or debit card at any time within 7 days after the Event unless otherwise mutually agreed in writing.

Any other previously paid amounts will be applied to a new event pursuant to a superseding Private Event Agreement, which will reflect then-current pricing. Notification to reschedule Event by Client must take place 7 days prior to the Event date.

3. **Cancellation Policy.** If Client cancels the Event for any reason other than as provided in Section 12, Client shall pay to Club at the time of cancellation the following cancellation fee plus applicable taxes as liquidated damages:

|                                         |                           |                       |
|-----------------------------------------|---------------------------|-----------------------|
| 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 | <b>Initial:</b> _____ |

Notice of cancellation must be in writing. Given Club's capacity to prepare and serve food and beverages, the ongoing inquiries Club receives about possible events, and the fact that Club held the date in anticipation of the Event, the parties agree that prospectively calculating the damages Club would suffer as a result of a cancellation by Client would be impracticable or extremely difficult. For this reason, the parties

agree that the calculations set forth above are a reasonable forecast of just compensation payable to Club by Client if Client cancels the Event. The amounts due for cancellation set forth herein are intended as liquidated damages and not as a penalty. Any amount previously paid will be applied toward the cancellation fee.

4. **Guest Guarantee.** No later than 7 days prior to the Event, Client shall confirm in writing the number of guests attending the Event (the "Guest Guarantee"). If Club is not notified in writing of the Guest Guarantee at least 7 days prior to the Event, the Estimated Guests set forth above shall automatically become the Guest Guarantee. Based on capacity and the availability of food and beverages, Club may permit an increase in the Guest Guarantee on the day of the Event. Club reserves the right to adjust or substitute the space allocated to the Event to appropriately accommodate the Guest Guarantee. If, for any reason, the space reserved is not available for the Event, Club may substitute other comparable space at Club and Client agrees to accept such substitutions.

5. **Minimum Cost.** The Minimum Cost cannot be reduced and is the minimum amount Client must spend on the Event, excluding service charges and applicable taxes, regardless of the Guest Guarantee or how many guests actually attend the Event. If Client anticipates fewer guests than originally expected, Club will work with Client to add to or upgrade Client's Event selections. Client will pay the final cost of the Event or the Minimum Cost, whichever is greater.

6. **Pricing/Service Charge/Taxes.** The prices listed on the Pre-event Invoice and Banquet Event Order, when finalized as set forth herein, are subject to proportionate increases to meet increased cost of supplies for Events reserved more than 90 days in advance, but any such increase shall not exceed 10%. Final prices will be set 60 days in advance of the Event. All food and beverage purchases as well as room and equipment rentals are subject to an automatic 22% service charge, a portion of which may be distributed by Club to certain eligible service employees as part of their wages. The service charge is not a tip or gratuity, but guests may in their discretion leave an additional amount to their server as a tip or gratuity for exceptional service. 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. The Pre-event Invoice and Banquet Event Order must be finalized and signed at least 7 days prior to the Event. The parties recognize that the Client is a non-profit, tax-exempt organization and agrees that the agreement will take into account and be consistent with the Client's tax-exempt status.

7. **Conduct/Security/Contractors.** Client is responsible for the conduct of Client's, attendees and contractors, and Client will promptly pay for all documented damages incurred by Club due to their acts or omissions. No food or beverage of any kind can be brought into or removed from Club premises (or packaged to-go) by Client, guests or attendees, except desserts or other foods approved by Club in writing in advance. Any third-party contractors engaged by Client to perform services at Club's premises must be approved by Club in writing in advance, such approval not to be unreasonably withheld as long as it relates to a service Club cannot perform, and all contractors must provide adequate proof of liability insurance at limits acceptable to Club. Client's contracts with its contractors shall require that such contractor indemnify and hold Club and its agents harmless from any and all claims, damages and liabilities, including reasonable attorneys' fees, caused, in whole or in part, by the acts or omissions of such contractor. Client and Client's guests, attendees and contractors will conduct themselves in a manner that does not interfere with the enjoyment of Club premises or facilities by others. Anyone acting in a disorderly, disruptive or offensive manner will be asked to leave. Club is not responsible for security or for any damage to or the loss of any personal property brought onto Club premises or for loss or damage which occurs in Club's parking areas.

8. **Alcohol Consumption.** Client is responsible for the consumption of alcoholic beverages by Client's guests and attendees at the Event. Club does not serve alcoholic beverages to minors, and Client assumes the duty to assist Club in ensuring observance of this state law. If Client believes or suspects that a guest or attendee has become impaired to the extent they should not drive, Client will assist the club by identifying the guest or attendee to the club. Club may refuse service to any guest or attendee or, at Club's discretion, discontinue service to all guests and attendees. Any such discontinuation of service shall not relieve Client of any obligations, or any amounts owed pursuant to this Agreement.

9. **Americans with Disabilities Act.** Client and Club are responsible for compliance with the public accommodation requirements of the Americans with Disabilities Act ("ADA"). Club will provide, to the extent required by the ADA, any auxiliary aids and/or services reasonably requested by Client with sufficient advanced written notice. Client shall be responsible for the cost of any auxiliary aids and/or services other than those typically maintained onsite by 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.
11. **Entire Agreement:** If any provision contained in this Agreement is for any reason held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein. This Agreement and any attachments are Client's entire contract with Club for the Event, and cannot be added to, amended or contradicted in any way by evidence of prior, contemporaneous or subsequent oral agreements of any kind. Client is not relying on any representations or promises made, at any time, other than as expressly set forth herein. This Agreement is not assignable and cannot be amended except in writing signed by both parties. This Agreement is deemed drafted by all parties, 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 electronic means, and each electronic signature shall be deemed to constitute a valid and binding signature of the executing party.
12. **Force Majeure.** Neither party will be liable for any delay or failure in performance due to causes beyond its reasonable control and without its fault or negligence. Such causes include acts of God, acts of a public enemy, acts of a civil or military authority, embargoes, government issued quarantine restrictions, war, terrorist acts, riots, insurrections, fires, floods, earthquakes, hurricanes, epidemics directly affecting the city where the Club is located, labor strikes or restrictions or prohibitions by any governmental authority. The party whose performance is delayed shall promptly notify the other party of such force majeure condition, work diligently to mitigate its effects and provide workarounds and fixes, and make best efforts to resume performance as soon as practicable. In the event that the Event is cancelled as the result of a force majeure event, all deposits shall be returned to Client, less actual costs incurred by Club in anticipation of the Event.
13. **Notices.** All notices, including any cancellation notice, required herein must be in writing. For purposes of this Agreement, "in writing" includes e-mail, which shall be deemed received as of the date and time received in recipient's time zone. Text messages, instant messages, messages on social media, and similar are not "in writing" for purposes of this Agreement.
14. **Governing Law and Place for Suit.** This Agreement will be governed by the laws of the Commonwealth of Pennsylvania, excluding its conflict of law provisions. Any controversy, claim or dispute arising out of or relating to this Agreement shall be adjudicated in the Court of Common Pleas of Allegheny County, Pennsylvania or the United States District Court of the Western District of Pennsylvania.

The undersigned has read and agrees to the terms and conditions stated herein, certifies that they are the Client or an authorized representative of Client with authority to bind Client to this Agreement, and acknowledges receipt of a copy of this Agreement.

Client:

Club:

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

SAMPLE