**Tony M’s Banquet facility**

3420 S Creyts

Lansing MI 48917

Phone 517-322-2069

Fax 517-322-0046

Web: tonyms.com

**Tony M’s Banquet Functions Agreement**

**Our Mission Statement**

 We aim to provide our clients with exceptional service and high quality food along with reasonable prices to fit your needs.

34 years of experience to provide our clients with the best in food, service and elegance.

***Tony M’s agree as follows:***

* Term The term of this agreement shall be limited to the date of event as well as those times necessary to prepare for the event. The preparation/ decorating times shall be requested by the host and agreed to by Tony M’s before the host schedules are confirmed.
* Assumption of Risk Using Tony M’s for events carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another. The host acknowledges that every precaution will be taken by Tony M’s in ensuring its safety. However in the absence of willful misconduct or gross negligence. **Tony M’s will not be responsible for any injuries to any parties in attendance at the event.**
* Waiver of Liability The host agrees to release, waive, discharge and covenant to hold harmless Tony M’s or any service provider of Tony M’s from any and all liabilities, claims, losses, demands or causes of action.
* Hold Harmless and Indemnification the host agrees to defend, indemnify and hold harmless Tony M’s from and against every loss, claim or expenses (including attorney fees any costs). Any Liability or payment by reason of; any damages or injury to persons (including death) or property (including loss of use or theft thereof) directly or indirectly arises out of or in connection with this agreement. In proportion to and to the extent that such, injury, death or damage is cause by actual or claimed tortuous conduct (active or passive) of the host or the host’s guests.

**Initial**

**Date**

 **Payments**

* Quote an individual quote will be prepared outlying the service to be provided during your event. **The quote may change do to market prices**
* Deposit a minimum deposit of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ required based on the event. The deposit is fully refundable up to seven days after event based on all conditions are met including but not limited to a 10 days’ notice of cancelation before the event is received in writing.
* Event cancelation if your event is canceled due to fault of Tony M’s, the entire deposit will be returned to the host with our apologies.
* Security deposit upon completion of your event there will be an inspection of the entire Tony M’s facility. Upon completion of a satisfactory inspection your refund will be processed within 7 business days. During the post inspection following your event if there are no damages to the property and the entire facility including parking lot your deposit will be refunded.
* Payments Due Date The host agrees that the full payment for the event will be due on the date of event.
* Payment Obligation The host hereby acknowledges that the host signature on this agreement obligates the host to pay for any third party services requested by the host and any outstanding bills or damages caused by the host or the hosts guests.
* Lost Items the host understands that Tony M’s will not be held liable for any items lost, misplaced, stolen or damaged.

**Initial**

**Date**

* **Use of room**
* **Must spend mininium of $500.**
* **Menu must be confirmed 7 days before event**
* **Tony M’s may charge additional $50. when DJ is hired**
* **Tony M’s reserves the right to have more than one party in banquet room.**
* **Each event date will only be reserved for a three hour block.**
* **Each additional hour past three hours would require an additional fee.**
* **Final head count of party must be given 72 hours prior to event Tony MS may charge and or may not return deposit if count is off by 10 people or more**
* **If your party does not meet minimum booking agreement Tony Ms reserves the right to move party or add another function to room**

Initial

Date

 **Rules and Regulations**

* No under aged drinking. If someone under the age of 21 is caught drinking, it is the right of the establishment to cancel the function and request everyone to leave with no refunds given.
* No outside drinks are allowed per State of Michigan’s law and it is the right of the establishment to cancel the function and request everyone to leave with no refunds.
* It is the Host of the party (the customer) is responsible for any damage that may occur to the facility or for any broken dishes/glassware/serving trays etc. and the damages must be settled before departure.
* It is also the Host (the customer) who is responsible for any outstanding tabs left from their guests and must be settled before departure.
* It is agreed that a \_\_\_\_\_\_\_\_\_\_ per hour charge for Security Service during the party.
* Absolutely no smoking in our facility and only in designated outside areas.
* The Tony M’s staff and security staff reserves the right to remove any guest that are exhibiting inappropriate behavior( IE: destruction of property, fighting, drunkenness, smoking in the building or in undesignated areas and unauthorized entry into the facility and any behavior that the owner or management deems inappropriate) or cancel the entire party and remove everyone from premises.
* The host acknowledges that he or she is solely responsible for the actions of their guests while they are on the premises of Tony M’s. The host shall maintain an appropriate level of decorum throughout the time those guest are present at Tony M’s
* The host will not allow any guest to engage in any illegal activity or behavior that may disturb the other Guests of Tony M’s and their neighbors.
* Damages: Tony M’s reserves the right to file a claim and or suit against the host for any damages sustained as a result of the event held by the host and appropriate criminal charges will be filed.

 This includes and is not limited to those damages caused by the host and/ or guests or any third party involved including any entity providing service to the host or directly or indirectly resulting from the event conducted by the host. This includes but is not limited to any and all third parties on the premises as a result of this event such as vendors, bands, DJ’s, emergency medical staff, police and fire department and or any other entity providing service, whether requested or not, to the event . Damages includes physical damage to any part of premises, personnel injury to any person attending the event, any unpaid balance to third party vendors and any other physical financial or personal damage sustained as a result of this function .

Initial

Date

Today’s Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Deposit Amount: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cash - credit - check #

Set up cleaning fee amount \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Host Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Host Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Host Home Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Work/Cell Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Event: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Day: \_\_\_\_\_\_\_\_\_\_\_\_\_ Time: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date \_\_\_\_\_\_\_\_\_\_\_\_

**Special instruction**