

**NASHVILLE CITY CLUB**  
**PRIVATE EVENT CONTRACT**

This Agreement is between Nashville City Club, a Tennessee corporation ("Club"), located at 201 Fourth Avenue, 20<sup>th</sup> Floor, Nashville, TN 37219-2322 and the undersigned individual or company ("Member/Client").

Member/Client has requested that Club reserve a portion of Club's facilities for an event, party, banquet, or event (the "Event"). Member/Client has selected the arrangement more specifically described on Exhibit "B," the Banquet Event Order, attached hereto (the "BEO"). Member/Client understands and agrees that the following are express terms and conditions applicable to the BEO:

1. **Payment Schedule.** At the time of execution of this Agreement, Member/Client shall pay to Club a nonrefundable deposit of \$500.00 to secure the Event reservation. This nonrefundable deposit will be applied to the total cost of the Event. No later than 60 days prior to the Event, Member/Client will pay an additional deposit equal to 50% of the estimated cost for the Event described on the BEO. The remaining 50%, less the nonrefundable deposit, is due, along with the final guest count, five business days in advance OR by the date specified on the BEO. In the event of an overpayment, the Club shall issue a refund check to Host for the difference within 20 days of the Events. Any outstanding amounts and any additional charges incurred on the day of the event will be charged to Host's authorized credit card.

2. **Cancellation Policy.** In the event Member/Client cancels the Function for any reason, Club will retain the nonrefundable deposit. In addition, the Club will be entitled to a cancellation fee as follows:

Less than 90 days prior to the event	-	\$500 deposit
Less than 60 days prior to the event	-	50% of the estimated cost of the function
Less than 30 days prior to the event	-	100% of the estimated cost of the function

3. **Guest Guarantee.** No later than five business days prior to the Function, Member/Client will confirm the number of guests attending the Function. After the guarantee is given, the guest count may increase but may not decrease. The Club has the sole discretion to accommodate additional guest count or special requests. In the event the Club is not notified of the guest confirmation five business days in advance, Club will use the estimated number of attendees set out on the BEO as the guaranteed number. Club reserves the right to adjust the space allocated to the Event to appropriately accommodate the number of confirmed guests. If there is a food and beverage minimum stated on the BEO, the Member/Client will be charged the food and beverage minimum or the actual food and beverage charges, whichever is greater. If there is no food and beverage minimum stated on the BEO, the Member/Client will be charged for the guaranteed number or the actual number of attendees, whichever is greater.

4. **BEO Pricing/Service Charge.** The prices listed are subject to proportionate increases to meet increased cost of supplies or operations for Events reserved more than 90 days in advance. Prices can be set 90 days in advance of the Event. The items listed on the BEO are subject to applicable state sales taxes and Club's set service charge of 22% whether or not expressly set out on the BEO.

5. **Member/Client and Guest Conduct.** Member/Client is responsible for conduct of Member/Client's guests, attendees and vendors and all damages incurred to the Club's facilities due to their actions. Member/Clients that wish to use a third party vendor(s) to provide a specific service, not available through the Club, agree to use vendor(s) that meet the insurance requirements established by the Club. The Club reserves the right to reject vendors that do not provide appropriate proof of insurance. The Event is subject to the rules and regulations and bylaws of the Club.

6. **Security.** Club shall not assume responsibility for security or any damage or the loss of any personal property or articles brought into the Club, or for any item left unattended, or for damage which occurs in Club's parking areas.

7. **Alcohol Consumption.** Member/Client covenants to be responsible for the consumption of alcoholic beverages by Member/Client's guests and attendees at the Event. Club does not serve alcoholic beverages to minors as required by state law, and Member/Client assumes the duty to ensure observance of this state statute. Member/Client acknowledges Club may refuse service to any guest or attendee or, at its discretion, discontinue service to all guests and attendees in the event of violation of any state law. Host shall remain liable for all amounts owed to Club and shall have no right to obtain a refund of any deposits paid to the Club.

8. **Miscellaneous.** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Neither Club nor Member/Client shall be required to perform any term, conditions, or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes,

lockouts, material or labor restrictions by any governmental authority, or any other cause not reasonably within the control of Club or Member/Client and which by the exercise of due diligence of Club or Member/Client is unable, wholly or in part, to prevent or overcome. This Agreement and attachments embody the entire agreement and understanding of the parties relating to the subject matter hereof, is nonassignable, may not be amended except in writing signed by both parties, and supersedes any prior representations, agreements, and understandings, oral or written, if any, relating to such subject matter.

9. **Disputes.** Any controversy arising out of, or relating to, this Agreement, or a breach, shall be settled by the Small Claims Court, or its equivalent, if the amount of controversy is within the jurisdiction of said Court. If the amount in controversy exceeds the jurisdiction of said Court, then any controversy arising out of, or relating to, this Agreement, or a breach, shall be settled in the courts of the county in which the Club is located.

The undersigned has read and agrees to the terms and conditions stated above, certifies that he or she is an authorized representative of Host, has the authority to bind Host to this Contract, and acknowledges receipt of a copy of this Contract.

Member/Client:

Club:

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

Nashville City Club

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Private Events Manager

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

Today's Date: \_\_\_\_\_

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

**Event Date:** \_\_\_\_\_

Event Start Time: \_\_\_\_\_ AM / PM

Event End Time: \_\_\_\_\_ AM / PM

\* \* \* \* \*

**The Credit Card Authorization Form, if applicable, must be attached as Exhibit "A" and must be signed by person authorized to use the card.**

## **Credit Card/Debit Card Authorization**

**MEMBER NUMBER or MEMBER SPONSOR #** \_\_\_\_\_  
(if applicable)

I hereby certify that I am an authorized signor on the credit card listed below, and have the authority to authorize charges to the credit card.

By signing below, I authorize any outstanding amounts and/or charges owed to the Club after the hosted function to be charged to the credit card listed below.

**Cardholder Name:** \_\_\_\_\_ **Issuer:** \_\_\_\_\_

**Card Number:** \_\_\_\_\_ **Credit\_\_ OR Debit\_\_** **Expiration Date:** \_\_\_\_\_

**Security Code** (3 digit number on back of Visa and MasterCard; 4 digit number on front of AMEX) \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Please charge event deposit(s) and balance on this card:** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

**Notes:**

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