

**THIS SERVES AS A SAMPLE CONTRACT.  
ROOM RATES/DATES/INFO HEREIN ARE SUBJECT TO  
CHANGED BASED ON EACH CLIENT'S NEEDS.**



**MARINA VILLAGE  
CONFERENCE & SEMINAR CONTRACT**

Marina Village Conference Center, hereinafter referred to as CENTER rents to Smith Inc., hereinafter referred to as CLIENT, meeting space: Sunset Room

DEPOSIT: A deposit in the amount of \$650 is required with this signed Contract.

CANCELLATIONS AND REFUNDS: If CENTER receives written cancellation notice from CLIENT greater than twenty-one (21) calendar days prior to scheduled meeting date, then CLIENT shall incur a \$100.00 administrative processing fee and the remainder of any deposits received from CLIENT shall be returned. If CENTER does not receive written cancellation notice from CLIENT at least twenty-one (21) calendar days prior to scheduled meeting date, seventy five (75%) percent of the contract value shall become due. This amount will be billed to CLIENT, due and payable upon receipt. Additionally, any changes to the room set-up after the room is set, will result in a labor charge of \$25.00 per hour, minimum one (1) hour charge.

**SERVICE DETAILS**

DATE(S): August 13, 2010  
TIME: 7:00pm-12:00am  
FUNCTION: Smith Inc. Strategic Planning Meeting  
NUMBER OF ATTENDEES: 200 Classroom Set-up  
ROOM (s): Captain'sRoom  
EQUIPMENT: LCD Projector (\$250.00), Screen(\$35.00)  
CATERING: To be determined  
CLIENT #: SMITHI

**CLIENT AND CENTER AGREE TO THE FOLLOWING**

1. The attendance for all food and beverage functions must be specified no later than 11:00a.m. three (3) working days before the event. The number furnished will be considered a guarantee; attendance counts cannot be reduced. The guarantee is a financial commitment and is not subject to reduction. Charges will be based on the number guaranteed or the number served, whichever is greater.
2. By execution of this Contract and taking possession of the suite, CLIENT shall be deemed to have accepted the suite "as is" and as being in good and acceptable order, condition and repair. CLIENT agrees to inspect subject room prior to or within 72 hours of signing contract to ensure suitability of the room for the planned event and the anticipated guests or supporting equipment. Marina Village does not warrant that all of the facilities meet all of the ADA Compliance requirements. CLIENT is advised that the second story rooms and seating areas are not serviced by elevators and some of the rooms require the use of public restroom facilities.

3. CLIENT shall indemnify, defend, and hold CENTER harmless from and against any and all damages, claims, judgments and costs (including attorneys fees) arising from (a) CLIENT's use of the suite, or (b) from CLIENT's activities in the suite, or (c) from anything done, permitted or suffered by CLIENT in the suite, or (d) from CLIENT's failure to perform any part of this Agreement, or (e) for any other reason unless caused solely by gross negligence or willful misconduct of CENTER's officers, employees, agents or contractors.

4. CENTER cannot, and therefore will not, guarantee the safety of any items left in the suite by the CLIENT. The CENTER will not assume or accept responsibility for conditions beyond the control of the CENTER or damage to or loss of any items left in the room prior to, during, or following the CLIENT's function.

5. CLIENT agrees to be responsible for any damage done to the function room or any other part of the site by anyone during CLIENT's use of the CENTER, including, but not limited to, CLIENT, his/her guests, invitees, employees, or independent contractors.

6. Alcoholic beverages shall not be consumed by anyone less than 21 years of age.

7. CLIENT represents that no conduct or activity in the suite will violate any ordinance or law.

8. The CENTER reserves the right to assign another room for CLIENT's function in the event that the room originally designated for such function shall become unavailable. Any such changes shall be at the sole discretion of the CENTER.

9. If either party should bring an action to enforce any of the terms, conditions, or promises in this agreement, the prevailing party in any such action shall be entitled to its reasonable attorney's fees and costs.

#### SUMMARY OF ESTIMATED CHARGES

Total Room Charge:	\$650.00		
Equipment Charge:	\$285.00		
Special Service Charge:	\$ -0-		
Subtotal:	\$935.00	+ Additional Equipment/Catering	
Less Deposit:	(\$650.00)	DUE DATE: With signed contract	
BALANCE:	\$285.00	+ Add. Equip./Catering	DUE DATE: Upon invoice

Any space or services used by CLIENT not herein detailed shall become due and payable upon receipt of invoice.

Make check payable to: "Marina Village Conference Center"

It is understood by CLIENT that this Agreement is tentative and not binding until the deposit and this signed agreement is received no later than 30 days prior.

\_\_\_\_\_  
Marina Village Conference Center

\_\_\_\_\_  
Date

\_\_\_\_\_  
CLIENT

\_\_\_\_\_  
Date