

Madigan's Waterfront

201 Mill Street
Occoquan, Virginia 22125
(703) 494-6373
(703) 494-6376 - Fax
madiganswaterfront.com

Event Date: _____

* BASED ON _____ PERSONS

Customer Name: _____

Address: _____ City _____ State _____ Zip _____

Phone: (W) _____ (H) _____

Phone: (cell) _____ E-Mail address: _____

Date of Event: _____ Type of Function: _____

No. of Guests: _____ Location: _____

Event Hours: _____ Cocktail Hour: _____ Serve Time: _____

Sunday – Thursday am or pm: minimum guest count 25; Friday am: minimum guest count 25; pm: 40 guests,
Saturday am or pm: minimum guest count 50

MENU

Buffet Sit-down

Appetizers: _____

Meal: _____

Beverages: _____

Dessert: _____

OPTIONAL SERVICES

No. at Head Table: _____

Entertainment: _____

~special events minimal menu \$38/pp

~wedding reception minimal menu
\$46/pp

Subtotal: _____:_____

VA Sales Tax: _____:_____

Occoquan Meal Tax: _____:_____

Gratuities: _____:_____

Total Contract Amount: _____:_____

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

THIS CONTRACT, entered into this _____ day of _____, 20____, is made by and between _____, hereinafter referred to as "Customer" and Madigan's Waterfront, Inc., hereinafter referred to as "Madigan's" on the following terms and conditions:

1. Madigan's agrees to perform and Customer agrees to pay for services for the total price agreed upon and stated on the reverse side of this Contract. The minimum guest count for Saturday evening is 50 guests and 40 guests for Friday and Sunday. This price is based solely on the information provided by the Customer. The parties agree that Madigan's may, in its sole discretion, increase the total price if the number of guests increases and/or if a change in menu is requested by the Customer.

2. The Customer shall provide Madigan's with a non-refundable Five Hundred Dollar (\$500.00) deposit at the time of the execution of this Contract to secure the scheduled date. An additional Fifty percent (50%) of the total amount due as shown on the reverse side hereof, shall be paid by the Customer to Madigan's within Thirty (30) days of the execution of this Contract or by _____ and the balance of the total amount due shall be paid by the Customer to Madigan's in full no later than one (1) week before the scheduled event. In the event that any of the foregoing payments are not made when due, Madigan's shall have the right to cancel the event and retain all amounts paid to the date of cancellation as liquidated damages.

3. In the event that the Customer chooses to have Madigan's provide an open bar, then all open bar charges shall be paid immediately upon completion of the scheduled event.

4. If the Customer breaches the terms of this Contract, then in that event the Customer agrees to pay all of Madigan's reasonable attorney's fees and costs incurred in enforcing this contract which shall include, but not limited to, filing fees, service fees, deposition fees, travel expenses, and the like.

5. If the event is to occur somewhere other than Madigan's, then the Customer shall be responsible for providing Madigan's the basic utilities needed to properly perform the scheduled event which shall include, but not be limited to, all necessary electrical and kitchen facilities needed unless specifically mentioned in this Contract. Customer also agrees to pay for and/or provide and satisfy any and all requirements and restrictions of the location where the event is to take place. In the event that these requirements and restrictions cause additional expense not calculated on the front of this Contract, then in that event, the Customer agrees to pay any such additional expense prior to the event. Madigan's shall not be responsible for any extra cost or expense associated with the off-site location unless specifically agreed to in this Contract and, further, the Customer agrees to hold Madigan's harmless in the event such costs, or expenses are incurred.

6. Customer shall be responsible for obtaining and paying all cost associated with insurance, taxes, permits, licensing and/or permissions needed to utilize an off-site location for this event and, further, Customer shall hold Madigan's harmless from any such expense incurred which is not specifically contracted for or mentioned on the front of this Contract.

7. Madigan's shall not be responsible for things not in its control, such as but not limited to weather, terrorism, acts of war, traffic, etc. Under these or any other circumstances where an event must be delayed or rescheduled, there may be additional cost involved for which the Customer will be responsible.

8. The total contract amount on the reverse side of this Contract reflects the price per-person multiplied by the number of people stated on the front of the Contract. If on the day of the event more than the total number of people stated on the front of the Contract attend, then Madigan's reserves the right to increase the total price to reflect the total number of people in attendance. In no event shall the price be decreased below the total contract amount stated on the reverse side of this Contract.

9. This reservation is for a four (4) hour block of time for a reception and a three (3) hour block of time for a dinner; each additional hour afterwards will be billed at the rate of Two Hundred Fifty Dollars (\$250.00) per hour or fraction thereof.

10. Customer agrees that no confetti, rice or birdseed is to be thrown either inside or outside of the building. Customer also agrees that no tacks, staples or similar fastening devices are to be used on such surfaces as tables, walls, railings, moldings, etc.

11. This Contract is to be construed under the laws of the Commonwealth of Virginia. Customer agrees that exclusive jurisdiction to resolve any dispute arising under this Contract shall be solely in the General District Court or the Circuit Court of Prince William County, Virginia, depending on the amount in controversy, to which jurisdiction the Customer hereby agrees.

12. This is the entire understanding between the parties.

13. The parties have read and understand this Contract and consent to the terms herein.

14. This Contract is not valid until both the Customer and a Madigan's representative have endorsed this Contract and the Customer has paid the deposit stated on the front of this Contract.

Executed this _____ day of _____, 20_____.

Customer

Madigan's Representative