

# *Anthony's of Malden*

## **METHOD OF RESERVATIONS**

Reservations for the Event will be made by the following method:

## **METHOD OF RESERVATIONS -**

FILL IN WITH PAST INFORMATION

## **GUARANTEED RESERVATIONS**

All reservations must be accompanied by a deposit or guaranteed with a major credit card Anthony's of Malden will not hold any reservations unless secured by one of the above methods. **All deposits are non-refundable and non-transferable.**

## **CANCELLATION**

Above party acknowledges that if it cancels or otherwise essentially abandons its planned use of the Room Night Commitment (a "Cancellation"), this action would constitute a breach of interested party obligation to Anthony's of Malden and Anthony's of Malden would be harmed. Because Anthony's of Malden harm (and above party's obligation to compensate Anthony's of Malden for that harm) is likely to increase if there is a delay in notifying Anthony's of Malden of any Cancellation agree party agrees to notify Anthony's of Malden in writing, within five (5) business days of any decision to Cancel. In addition, if a Cancellation occurs, the parties agree that:

- (a) It would be difficult to determine Anthony's of Malden actual harm.
- (b) The sooner Anthony's of Malden receives notice of the Cancellation, the lower its actual harm is likely to be because the probability of mitigating the harm by reselling space and functions is higher.

The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, government regulations, disaster, strikes (except those involving the employees or agents of the party seeking the protection of this clause), civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible to provide or use the Anthony's facilities. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical - but in no event longer than ten (10) days - after learning of such basis.

## **COMPLIANCE WITH LAW**

This Agreement is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, disability laws, and the like. Anthony's and the interested party agree to cooperate with each other to ensure compliance with such laws.

## **CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT**

Any changes, additions, stipulations, or deletions, including corrective lining out by either Anthony's of Malden or Above party, will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other.

## **LITIGATION EXPENSES**

The parties agree that, in the event litigation relating to this Agreement is filed by either party, the nonprevailing party in such litigation will pay the prevailing party's costs resulting from the litigation, including reasonable attorneys' fees.

## **LIQUOR LICENSE**

Said party understands that Anthony's of Malden liquor license requires that beverages only be dispensed by Anthony's employees or bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are under age

**USE OF OUTSIDE VENDORS**

If said party wishes to hire outside vendors to provide any goods or services at Anthony's during the Event, Anthony's may, in its sole discretion, require that such vendor provide Anthony's, in form and amount reasonably satisfactory to Anthony's, an indemnification agreement and proof of adequate insurance.

**METHOD OF PAYMENT**

The method of payment will be established upon approval of above parties methods.

The outstanding balance of the above party (exclusive of disputed charges) will be due and payable upon receipt of invoice. Above party will raise any disputed charge(s) within thirty (30) days after receipt of the invoice. Anthony's of Malden will work with the above party in resolving any such disputed charges, the payment of which will be due upon receipt of invoice after resolution of the dispute. If payment of any invoice is not received within thirty (30) days of the date on which it was due, Anthony's of Malden will impose a finance charge at the rate of the lesser of 1-1/2% per month (18% annual rate) or the maximum allowed by law on the unpaid balance commencing on the invoice date.

**ADDITIONAL CHARGES**

The following are service charges for 2009. These charges will be based on additional services and rentals.

- Centerpieces \_\_\_\_\_
- Sweet Table \_\_\_\_\_
- Ball Room Chairs \_\_\_\_\_
- Chair Covers \_\_\_\_\_
- Chocolate Fountains \_\_\_\_\_
- Cappuccino & Espresso \_\_\_\_\_
- Hors D'Oeuvres \_\_\_\_\_
- Wine Toast :
  
- Other \_\_\_\_\_
- Additional Hour \$600 \_\_\_\_\_
- Weddings \_\_\_\_\_
- All Other Events \_\_\_\_\_

**\*Additional hour(s) will be automatically billed to credit card.**

**ADDITIONAL Event SERVICES POLICIES**

Items may not be attached to any permanent wall, floor, window or ceiling with nails, staples, tape or any other substance in order to prevent damage to the fixtures and furnishings.

CREDIT CARD AUTHORIZATION FORM

DATE: \_\_\_\_\_

CARD HOLDER NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

Event Dates \_\_\_\_\_

CREDIT CARD:           Type: \_\_\_\_\_

                                  Number: \_\_\_\_\_

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

                                  Name (as it appears on card): \_\_\_\_\_

                                  Billing Address: \_\_\_\_\_

                                  \_\_\_\_\_

                                  Phone Number: \_\_\_\_\_

*PLEASE ATTACH A CLEAR COPY OF THE FRONT AND  
BACK OF THE CREDIT CARD AND A GOVERNMENT ISSUED PHOTO ID*

**Minimum Credit Card Payments \$1000**  
**Payments over \$5000 are subject to a 2.5% service charge.**  
**This will be assessed to your master folio.**

THIS CREDIT CARD WILL BE USED FOR THE FOLLOWING:

Advance Deposit #1 \$ \_\_\_\_\_ Due Date \_\_\_\_\_

Advance Deposit #2 \$ \_\_\_\_\_ Due Date: \_\_\_\_\_

Advance Deposit #3 \$ \_\_\_\_\_ Due Date: \_\_\_\_\_

I authorize Anthony's of Malden to charge my credit card for the above amounts.

Signature of Card Holder: \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Work Number \_\_\_\_\_ Cell \_\_\_\_\_

Email \_\_\_\_\_ Function \_\_\_\_\_

Event Name \_\_\_\_\_ Room \_\_\_\_\_

Deposit Amount \_\_\_\_\_

Non-Refundable Deposit

Per Person Amount \_\_\_\_\_ Service \_\_\_\_\_

Tax \_\_\_\_\_ Other \_\_\_\_\_

Event Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_

Printed