



## Function Contract

### Deposit

At the signing of this contract, a \$500 deposit is required to reserve the Boardroom, and a \$1,000 deposit to reserve the Amber Room. This deposit is non-refundable if function is canceled less than four weeks before the date of event, and is refundable only if a written cancellation is received no later than four (4) weeks prior to the event. Once 3 receives your deposit, we will issue a final contract confirming the room, date and time of your function. The final payment is due at the conclusion of your event.

### Menu Selection

Please submit your final menu selection no later than 7 days in advance to the Private Dining Manager. Our function staff will assist you in tailoring your menu. If there are items you desire which are not on the menu, we will provide them whenever possible. Our Executive Chef will be pleased to meet with you and discuss any special preparations and arrangements. All food items will be supplied by 3. All menu prices are subject to change without notice.

### Guarantee

A final minimum guaranteed guest count is required 7 days in advance of the function. This count will be considered your minimum guarantee for which you will be charged, even if fewer guests attend. The guarantee may not be reduced after the 7-day deadline.

### Payment

Full payment is due at the conclusion of the event. This payment must be made in the form of cash, certified check, American Express, Master Card, Visa or Discover. 3 "Rewards" points cannot be applied to private function or meeting costs, fees or service charges.

### Rooms

Function rooms are assigned according to the anticipated guaranteed number of guests. If there are fluctuations in the number of attendees, 3 reserves the right to accordingly reassign the function rooms. 3 reserves the right to charge a service fee for setup of meeting rooms and special events with extraordinary requirements, as well as housekeeping fees associated with obvious abuse to the facility. We recommend tables of eight. If you require a special seating arrangement, your seating diagram is due 7 days in advance of your function.

### Food and Beverage

No food or beverage of any type may be brought on 3 property, including all parking areas. A 3 employee must do all dispensing of beverages. The Massachusetts Alcohol Beverage Commission strictly regulates the sale and service of all alcohol. As a licensee, 3 is responsible for the administration of these regulations. Therefore, it is our policy that all alcoholic beverages must be supplied by 3. 3 reserves the right to limit and control the amount of alcoholic beverages consumed by guests. We provide fully trained bartenders who will only serve alcohol in a responsible manner. 3 will provide alcohol service for a maximum of 4 hours. We stop serving alcohol 30 minutes before your guests depart. Last call is one drink per person. At the conclusion of the function, guests are not permitted to continue drinking alcoholic beverages in the bar, lounge or dining room. We do not permit any food or beverage to be removed from 3. initial \_\_\_\_\_

### Rules & Regulations/Liability

The client undertakes to conduct the event in an orderly manner in full compliance with applicable laws and regulations. You and your guests agree to abide by all 3 rules, and you agree to accept responsibility for and indemnify 3 against any personal injury or property damage caused by your guests while on 3 property, whether or not such injury or damages is covered by insurance. You assume full responsibility for the conduct of all persons in attendance and for any damage done to any part of 3 premises. 3 reserves the right to remove any guest from 3 property for inappropriate behavior, or other violation of 3 rules. Furthermore 3 shall determine the need for the presence of police officer(s), and you shall be responsible for this expense. You acknowledge that 3 is not responsible for, nor does it guarantee, weather conditions. In the event of inclement weather, 3 will remain open and expect to host your event. If you choose to cancel your event with less than thirty (30) days written notice to 3 for any reason other than a declared state of emergency, the deposit is not refundable. In the event of a cancellation because of a declared state of emergency, the event will be rescheduled and the deposit will be carried forward to the new date.

eat ■ drink ■ celebrate

508.528.6333 508.528.9333 fax 3-restaurant.com

**Rules & Regulations/Liability (continued)**

3 will not be held responsible for items left behind, lost or stolen. The liability of 3, its agents, employees, parent or affiliates, on account of any; act, omission or event is strictly limited to and shall in no event exceed the total amount paid or payable to 3 on account of your function, and 3 shall in no event be responsible for any incidental, consequential, exemplary or similar damages.

**Prices**

Prices do not include gratuity, a \$4pp event setup, breakdown, linen and cleaning fee, and 5% administrative fee (the administration fee does not represent a tip or charge that waitstaff personnel will receive. It is to compensate non-waitstaff personnel involved in the planning and preparation of your event), which will be added to all food and beverage items. All prices quoted, unless otherwise noted, are subject to 7% state and local tax. Additional charges may apply depending on the size and nature of your function. Any additional fees will be discussed when you book your room. 3 "Rewards" points will not be accrued on private functions or meetings. Prices are subject to change without notice.

initial \_\_\_\_\_

**Overtime**

Overtime Rate exceeding four (4) hours of service is \$250 per hour. Maximum time is until midnight.

**Displays or Decorations**

All displays and/or decorations proposed by guests shall be subject to the approval of 3 on each specific instance. 3 will not permit the affixation of anything to walls, floors, doors, light fixtures or ceilings of any rooms with materials other than those approved by 3. Confetti, rice and other similar types of decorations are not permitted.

**Contract**

When signed by you and 3, this will be a binding legal Massachusetts contract between us, which cannot be changed or terminated except by a subsequent agreement signed by each of us. Your selection of 3 is greatly appreciated. We look forward to working with you to make your event a success.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Company (if any)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Email Address

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

\_\_\_\_\_  
Type of Event

\_\_\_\_\_  
Number of Attendees

\_\_\_\_\_  
Event Start and End Time

\_\_\_\_\_  
\$500

\_\_\_\_\_  
\$4pp event fee, 5% admin fee, 7% tax

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

\_\_\_\_\_  
Room Charges

\_\_\_\_\_  
Room Booked

\_\_\_\_\_  
\$1,500 F&B Minimum

\_\_\_\_\_  
Minimum

I have read and fully understand this Function Contract provided by 3.

\_\_\_\_\_  
Your Signature

\_\_\_\_\_  
Date