

## HUMMINGBIRD HALL WEDDING CONTRACT

Wedding Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Time: \_\_\_\_\_ to \_\_\_\_\_

Bride's Name: \_\_\_\_\_

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

Landline: \_\_\_\_\_ Cell: \_\_\_\_\_ Work: \_\_\_\_\_

Email: \_\_\_\_\_

Groom's Name: \_\_\_\_\_

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

Landline: \_\_\_\_\_ Cell: \_\_\_\_\_ Work: \_\_\_\_\_

Email: \_\_\_\_\_

Name of Person Paying: \_\_\_\_\_

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

Landline: \_\_\_\_\_ Cell: \_\_\_\_\_ Work: \_\_\_\_\_

Email: \_\_\_\_\_

Day of Wedding Contact Name: \_\_\_\_\_

Cell: \_\_\_\_\_

Setup Can Begin From: \_\_\_\_\_

Ceremony Time: \_\_\_\_\_

Reception Start Time: \_\_\_\_\_

Reception End Time: \_\_\_\_\_

Premise Must Be Vacated by: \_\_\_\_\_

Number of Guests: \_\_\_\_\_

TOTAL COST: US\$ \_\_\_\_\_

Cash Deposit: US\$ \_\_\_\_\_

If the number of guests exceed \_\_\_\_\_ the amount for each additional guest will be \_\_\_\_\_

Initials: \_\_\_\_\_

## Venue Hire

Includes: Hummingbird Hall Gardens, Decks, Downstairs Hall, Sitting Room, Nook, Bar Area, Dining Room, TV room, Powder Rooms (x 3)  
Silver chiavari chairs  
Tables with white table cloths  
Gift table  
Cake table  
Board and easel for seating plan  
Table for DJ (if required)  
Bridal Dressing Room if booked

Excludes: The entire upstairs, the cottage, any other room not listed as included, use of kitchens, appliances, stemware (glasses), utensils, plates, silverware

Please note that anything not expressly detailed as 'included' is excluded from this contract.

Staff:

On booking Hummingbird Hall you are agree to the sole and exclusive use of Hummingbird Hall's staff.

The cost of staff members are NOT included in the venue hire fee

Hummingbird Hall reserves the right to increase the number of staff members stated if such a number is not felt to adequately enable return of premises to the state in which it was given:

Number of staff required: \_\_\_\_\_

Rate per staff member: \_\_\_\_\_

Total cost for staff: \_\_\_\_\_

### Extras

Bridal Dressing Room: Please specify: \_\_\_\_\_

Decorated Hummingbird Hall: \_\_\_\_\_

Marriage Officiant, Document Processing, Wedding Certificate

Local bar containing the following items:

- Whiskey

- Rum

- Brandy

- Gin

- Vodka

- Red Wine

- White Wine

- Orange Juice

- Pineapple Juice

- Tomato Juice

- Water (Still and Sparkling)

Initials: \_\_\_\_\_

- Tonic water
- Cranberry Juice
- Coke
- Lemonade
- Ting
- Garnishes: lemons, cocktail onions, limes, Spanish olives, oranges

Non Alcoholic Bar

- Still water
- Sparkling water
- Orange Juice
- Fruit Punch
- Pineapple Juice
- Cranberry Juice
- Coke
- Lemonade
- Ting

.. Floral Arrangements

.. Table-pieces

.. Handmade Cards: \_\_\_\_\_ Invitations / \_\_\_\_\_ Order of Service / \_\_\_\_\_ Menus

.. Live entertainment:

.. Photographic Estate Tour

.. Photographer

.. Videographer

.. Wedding Cake

.. Executive Car Hire

.. Hair and Makeup:

.. Butterfly Release

.. Yacht Cruise

.. Spa Treatments:

**Total Cost for Extras:** \_\_\_\_\_

**Initials:** \_\_\_\_\_

**Cost**

**Cost for Venue** \_\_\_\_\_

**Cost for Staff** \_\_\_\_\_

**Cost for Extras** \_\_\_\_\_

**Total Cost for Venue:** \_\_\_\_\_

**Cash Deposit:** \_\_\_\_\_

**Initials:** \_\_\_\_\_

**PAYMENT TERMS**

	<b>Percentage</b>	<b>Amount Due</b>	<b>Due</b>
Reservation Deposit	10% of total fee		On booking ____ / ____ / ____
2 <sup>nd</sup> Payment	50% of total fee		No less than 3 months prior to wedding by ____ / ____ / ____
3 <sup>rd</sup> Payment	40% of total fee		No less than 1 month prior to wedding by ____ / ____ / ____
Cash Deposit <i>To be returned immediately after wedding assuming no other charges are incurred</i>	10% of total fee		No less than 2 weeks prior to wedding by ____ / ____ / ____
Outstanding balance of charges incurred during the event			Within 7 days of the wedding by ____ / ____ / ____

**Initials:** \_\_\_\_\_

## TERMS AND CONDITIONS

### Entire Agreement:

This agreement contains the entire understanding between Hummingbird Hall and you THE CLIENT. It supersedes all prior and simultaneous agreements between us. The only way to change or add to this agreement is to do so in writing, and providing the document is signed by all relevant parties. All confirmations must be made in writing and accompanied by the relevant non-refundable booking fee. The person who signs the booking request shall be considered to be 'the customer'. Where a booking is made on behalf of an organization or customer, that organization shall be liable in respect of the booking jointly with the person making the booking. We reserve the right to cancel the agreement and hence the function at Hummingbird Hall if full payment has not been received and funds cleared 14 days before the date of the function.

### Reservation:

Upon your signature and payment of the relevant Reservation Deposit, "Hummingbird Hall" will reserve the time and date agreed upon, and will not make other reservations for that time and date. The customer shall be responsible for paying all relevant charges arising from the booking including any cancellation fees.

### Our Service

The fee includes planning assistance on the best use of the venue; set-up on the day of ceremony and reception areas; management of the guest experience and continuity of the event.

Hummingbird Hall will provide white table cloths, silver Chiavari chairs, set-up of client supplied small decorations, supervision of the overall presentation of the ceremony and reception areas, set up of the property according to the layout and table plan supplied by the client and agreed with Hummingbird Hall in advance (final version must be provided 14 days in advance), a gift table, a cake table, a board and easel for the seating plan (if required), a table for DJ if required, the services of the Creative Director and liaison with the nominated contact person regards timing and continuity at each stage of the day.

Hummingbird Hall does not undertake to handle large or heavy items such as archways, urns, dance floors, hired tables or entertainment equipment. Installation of large or heavy items must be arranged by the client and in consultation with Hummingbird Hall regards the timing and access.

Unless Hummingbird Hall is responsible for the client's catering, items such as plates, stemware, silverware or any equipment or utensils required to serve or consume food and beverages are not included in the hire fee. Likewise, unless Hummingbird Hall is providing your Bar service, glasses or any equipment and utensils required to administer a Bar are not included in the fee. Such items can, however, be hired from Hummingbird Hall at an additional cost.

A limited amount of storage space for non-perishable decorations can be provided by Hummingbird Hall by prior arrangement in the days leading up to the wedding.

### Hummingbird Hall Property

No property belonging to Hummingbird Hall is to be tampered with or removed from the premises. The moving of or interference of any tree, plant, ornament or any items or goods belonging to Hummingbird Hall is strictly prohibited. The suspension or attachment of any decorations to Hummingbird Hall is prohibited without prior arrangement. No screws, nails, adhesive tape or other fasteners are to be attached or driven into walls or any other part of buildings. Glitter, rice and confetti are strictly prohibited both indoors and outdoors. Petals may be strewn outdoors. The use of candles and proposed candle-holders must be

**Initials:** \_\_\_\_\_

specifically approved by Hummingbird Hall in advance of the event. Any damage from candle wax, flame damage or any items whatsoever will be charged to the client.

All client supplied decorations and equipment must be removed by midnight on the day of the wedding if Hummingbird Hall is booked for the following additional day. If Hummingbird Hall is not booked for the following day, all client supplied decorations and equipment must be removed by 12pm (noon) on the day that follows the wedding. Unless expressly stated, all table pieces and decorations supplied by Hummingbird Hall remain the property of Hummingbird Hall.

#### Fires and fireworks

The lighting of fires or the use of any pyrotechnic device is strictly prohibited.

#### Unruly Behaviour:

THE CLIENT is responsible for the conduct of their guests. Hummingbird Hall will not tolerate verbally or physically abusive behaviour towards any member of staff or individual. You, the Client, shall be responsible for any damage caused to Hummingbird Hall, to include any furnishings, utensils or equipment therein by the willful act or default of the customer, guests and /or employees of the customer and shall pay to the owners on demand the amount required to make good or remedy such damage including compensation for loss of business while such damage is being repaired. Should any of the customer's accommodated guests default on payment for their room, the customer will be financially liable for any shortfall.

#### Valuables

Hummingbird Hall takes no responsibility for items or valuables that belong to the customer, guests and/or employees.

Hummingbird Hall will take all due care but will not be held responsible for breakage or misplacement of wedding gifts

#### Access

Persons or parties engaged by the client shall have the right to enter the property for the purpose of preparatory work on the day of hire from 8.30 am if advised in advance.

Residential guests have access to their rooms from 2 p.m on the day of booking until 12 p.m. the next day unless arranged otherwise directly with Hummingbird Hall.

#### Cake

Hummingbird Hall will take delivery of the cake only on the day of the wedding. The cake will be placed directly onto the cake table. There is no kitchen storage space available. The client is responsible for ensuring that the cake assembly and decoration is as intended.

#### Flowers

Hummingbird Hall will take delivery of flowers only on the day of the wedding. Flowers will be placed directly into the ceremony or function room as required – no chilled storage is available. The client is responsible for

**Initials:** \_\_\_\_\_

ensuring that flower arrangements are fully assembled and Hummingbird Hall will ensure that the flowers are placed as intended if provided with a layout and decorating plan. Hummingbird Hall will undertake watering arrangements according to provided instructions. Hummingbird Hall will take all due care but no responsibility for the appearance or condition of flower arrangements

#### Smoking

Smoking is prohibited inside all buildings at Hummingbird Hall. Smoking is permitted on the Lagoon Deck and in the Garden provided butts are disposed of properly

#### Pre-Event Consultation:

The parties agree to a pre-event consultation before the wedding date in order to finalise the actual running order etc. The first 2 consultations (maximum of 1 hour each) will be free of charge. Any additional consultations will be charged at US\$50 per hour.

#### Event Changes:

Should you wish to make changes to your event of the expected number or names of guests, or number or names of staff members, Hummingbird Hall reserves the right to amend the rates and facilities offered.

Hummingbird Hall must be informed of the names of all staff and vendors that will be on property prior to, during and after the event. Hummingbird Hall must receive these names no more than 7 [seven] days prior to the event. Hummingbird Hall reserves the right to refuse entry to any such person, even if their name has been provided in advance.

#### Right To Cancel:

Hummingbird Hall reserve the right to cancel any bookings forthwith and without liability on its part in the event of damage or destruction to the property by fire or other cause, any shortage of labour or food supplies, strikes, lockout or industrial unrest or any other cause beyond the control of the venue which shall prevent it from performing its obligation in connection with any booking. In these circumstances every effort will be made to accommodate the booking at another time.

The performance of this contract on behalf of Hummingbird Hall shall therefore be contingent upon acts of God, flood, fire, warfare, government laws or regulations, electrical failure, strikes by suppliers, and/or conditions beyond its control.

#### Severability:

If any provision of this agreement is held to be invalid or unenforceable under the law, the validity of this agreement as a whole shall not be affected, and the other provisions of the agreement shall remain in full force and effect.

#### Amendments:

This contract has been freely negotiated and shall be recognized as the entirety of the agreement. Only those changes or modifications specifically placed in writing, attached, dated and signed by THE CLIENT and Hummingbird Hall at the time of acceptance of this contract shall be recognised as amendments to this contract.

**Initials** \_\_\_\_\_

Wedding Running Order:

You, the Client, shall notify Hummingbird Hall in writing, not less than two weeks prior to the date of which the function takes place, of the final number of persons attending your function and their full names.

Cash Deposit

The cash deposit must be provided no less than 14 days prior to the day of the event.

Prices and Payments:

All prices and details are subject to change without prior notice. Hummingbird Hall will give 30 days notice where possible. The terms and condition, tariffs and prices quoted are correct at the time of going to print but we reserve the right to pass on any cost increases or amend the terms and conditions as necessary without prior notice. Where possible "Hummingbird Hall" will notify the customer in writing of any such changes.

Minor Details:

All arrangements, no matter how minor, must be confirmed in writing by the customer, this is to ensure that we provide a service in line with your requested requirements. If a request is not confirmed in writing, we are not duty bound to carry out the request. By holding your function at Hummingbird Hall, you agree that any photographs taken at the venue, in connection with the function, may be used, if required, in future publications and promotional activity by or on behalf of the venue.

Catering, Food & Beverages:

All caterers must be approved by Hummingbird Hall. The preparation of food may not take place at Hummingbird Hall under any circumstances.

No food or beverages may be brought on property without the express permission of Hummingbird Hall.

Left-over food and beverages which are provided by Hummingbird Hall are remain the property of Hummingbird Hall in all circumstances and are not available to the client. The exception is the wedding cake. All untouched portions of the wedding cake will be returned to the client the day following the wedding.

The client undertakes to provide the following:

- A copy of the guest list no later than 14 [fourteen] days prior to the wedding
- A list of all staff, including photographer, no later than 7 [seven] days prior to the wedding
- Updates to contact details. Failure to advise changes in contact details can lead to cancellation of the booking and re- hire of the venue.
- Confirmation of catering requirements (menu selections, catering numbers, beverages) 45 days prior to the event.
- Final confirmation of guest numbers 14 days prior to the event.
- An indication of the time-line for the day, function lay-out, table plan and decorations 45 days prior to the event, and final instructions 14 days prior to the event.
- A cash deposit no later than 14 days prior to the event

**Initials:** \_\_\_\_\_

### House Rules

The bar will close and music must end no later than by 10:00 pm.

All non-residential guests must depart the premises by no later than 12 midnight.

Departing guests must keep noise to a minimum as a courtesy to our neighbors.

Residential guests must have vacated the main house by no later than 12 midnight unless otherwise arranged.

Residential guests must be mindful of non-wedding guests and our neighbors in the community, particularly past midnight.

We do allow natural petals in the gardens and on the decks, however no petals may be thrown in the house.

The upstairs of the Main House and any room not listed as included 'non included' do not form part of this contract and are strictly out of bounds.

### Charges

Venue charges are fixed at the rate stipulated in the contract.

Surcharges apply on public holidays for all charges for venue, catering and accommodation.

Guest room rates will be reduced to a rate of US\$130 per room per night for wedding guests and members of the bridal party

Catering charges at time of booking are indicative only and are subject to adjustment for inflation and seasonal variation

Catering and beverage costs will be fixed at time of invoicing 45 days prior to the event with the exception of nominated high cost ingredients such as seafood and out of season fruit and vegetables and changes to alcohol excise tax.

### Payments

All payments are calculated in US\$, JA\$ equivalent being determined by exchange rate as posted on the Bank of Jamaica website on the day of payment.

Reservation Deposit: A 10% non refundable deposit reserves the day.

2<sup>nd</sup> Payment: 50% of the total fee is payable no less than 3 months prior to the wedding

Final payment: the final 40% of the total fee is payable no less than 1 month prior to the wedding

Adjustments in guest numbers of up to 10% will be accepted up until 7 days prior to the event and the final account adjusted accordingly.

**Initials:** \_\_\_\_\_

The balance of any other charges incurred during the event will be invoiced after the event and must be paid within 7 days.

Accommodation must be paid for in full 7 days prior to check-in date. The booking is not reserved unless payment is made in full.

Late Payment Penalties

Missed payment installments may lead to forfeiture of the booking. Final accounts unpaid after the due date will incur compounding interest penalties and may also be handed to a debt collection agency.

Cancellation policy

Cancellations must be received in writing.

The 10% Reservation Deposit is non refundable

If the wedding is canceled within 14 days of the booked date, we reserve the right to retain up to 25% of the total fee.

Securing Your Booking:

You are asked to sign a copy of these terms and conditions when booking your function and no booking is deemed as confirmed until Hummingbird Hall has received a signed copy.

Method Of Remuneration:

Payment may be made by Banker's cheque, credit or debit card or deposited into the Hummingbird Hall bank account to be provided at request by the client.

**Initials:** \_\_\_\_\_

PROOF OF PAYMENT TO BE PROVIDED ON REQUEST.

I have read and understood the terms detailed in these 12 pages. I hereby agree to the terms of this agreement.

Any variations to the contract must be in writing and signed by both parties.

**Signed (Client responsible for payment):**

**Signed (Witness):**

**Signed on behalf of Hummingbird Hall:**

**Date**

**Location**

Hummingbird Hall  
The Greens  
Rose Hall  
Saint James  
Jamaica

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