



Function Agreement

This agreement is made on _____ day of _____, 201_

BETWEEN Allen and Christine Perry

Of: PO Box 1501, Mossman Qld, 4873 ("we" "us" or "our")

AND _____

Of: _____ ("you" or "your")

1) We operate an exclusive holiday rental property situated at 82 Santacatterina Road, Finlayvale Qld 4873 (the "Property")

2) You have signed a Rental Agreement to stay at the Property during which time you wish to hold a Function as described following:

Function Description: _____

3) Function Date: _____ Start Time: _____ End Time: _____

Total Number of Function Guests (excluding authorised staff and Service Providers): _____

4) You agree to pay a Venue Hire Charge of \$2,000.00 payable as described following:

25% of the Venue Hire Charge \$500.00 on signing this Agreement, plus

75% of the Venue Hire Charge \$1,500.00 30 days prior to the Function Date.

5) You also agree to pay us or our designated Supplier(s) for other Function Charges which we or they incur on your behalf.

6) How do you wish to pay these charges (tick whichever is applicable)?

By direct deposit into the following bank account:
BSB: 064:835
Account #: 10103500
Account Name: Christine and Allen Perry
Commonwealth Bank of Australia
Cnr Macrossan and Grant Streets, Shop 15 Saltwater Building, Port Douglas Qld 4877
Swift Code: CTBAU2S (for international transfers)

or by the following MasterCard or Visa (a Credit Card Fee of 2% applies)

Credit Card Type: _____ No: _____

Name on Card: _____ Exp Date: _____ CVV: _____

You agree to pay a Function Security and Other Charges Bond ("Bond") of \$1,000 prior to your arrival at the Property. This will be refunded, less any other charges incurred as described in this Agreement or the Rental Agreement, within 7 days of your departure.

How do you wish to pay the Bond (tick whichever is applicable)?

- By direct deposit into the above specified bank account; or
- by the following MasterCard or Visa (a Credit Card Fee of 2% applies)

Credit Card Type: _____ No: _____

Name on Card: _____ Exp Date: _____ CVV: _____

(Write "As Above" if the same credit card as specified previously)

- 7) We have provided you with our Function Estimate Explanatory Notes and our Estimated Function Charges ("Estimate") to detail our policies and estimated charges for your Function. These documents form part of this Agreement and you agree you have read, understand and agree with them.
- 8) We have used our best endeavours to calculate our Estimate. However this is an estimate only, not a firm quotation. You, we or our service provider may vary the Estimate at any time, including during the Function, if the need arises. We will advise you as soon as we become aware of any variation and seek your approval (if possible) before incurring any additional costs on your behalf. If you do not approve any such variation prior to costs being incurred, we may vary the goods or services provided to you to stay within the latest Estimate we advised and you approved or we may reject the change that caused the variation. Regardless of the Estimate and any variations advised and approved, we or our service provider will charge you the actual costs incurred.
- 9) You may incur other charges as described in this Agreement. We will advise you of any other charges (if incurred) as soon as practical after they become known and we will provide you with a detailed statement of any other charges incurred. An Administration Fee of 15% of our cost may be added to any other charges you incur. If you incur any other charges they will be deducted from the Bond before it is refunded. If the Bond is not sufficient to pay the other charges in full, you agree to pay the rest of the other charges by direct deposit into the bank account specified herein or by an approved credit card (a Credit Card Fee of 2% will apply) within 7 days of our Invoice for same. Failure to pay any other charges on time will incur an Overdue Interest Fee of 1% per month for each month or part thereof the payment is late.

Please sign below to indicate your acceptance of the above and the following Additional Function Terms and Conditions.

Name: (Please Print) _____

Signed: _____

To confirm a booking, please send pages 1 & 2 of the completed Agreement to:

Email: christine@rainforestestate.com

Additional Function Terms and Conditions

YOU UNDERSTAND AND AGREE TO THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS:

- 10) The total number of guests at the Function, including In-House Guests and Visitors (i.e. those not staying overnight at the Property) but excluding bona fide service staff, is not to exceed the Total Number of Function Guests specified in clause 2 of this Agreement. Extra charges will apply and / or this Agreement may be terminated immediately if this number is exceeded.
- 11) The time allowed for the Function is specified in clause 2 of this Agreement. Visitors will be permitted to be on the Property only between the Start Time and the End Time for the Function. Extra charges will apply and / or this Agreement may be terminated immediately if these times are exceeded.
- 12) You are responsible for everyone you allow on the Property. You are responsible for any damage they do and agree to pay for any replacements and / or repairs necessary.
- 13) You will comply with the terms and conditions of this Agreement in the planning and execution of the Function, including but not limited to liaising with us relating to all matters that may affect the Property. If something you wish to do is not explicitly permitted by this Agreement, you will seek our advice and permission before assuming you can do it.
- 14) You are free to create a program for the running and conduct of the Function ("Function Program") that suits your requirements. If requested, we will assist you in the creation of the Function Program.
- 15) You will submit the Function Program to us for our review no later than 30 days prior to the Function. We will advise you if any of your plans are not within our policies so we can agree what changes (if any) are required to the Function Program.
- 16) The Function must not conflict with the residential amenity of the neighbourhood. In particular no form of amplification (including a DJ or PA system) or other excessive noise is permitted outdoors on the Property at any time. The in-house sound system is available for use and live entertainment is permitted on the condition that any excessive noise is kept indoors as much as possible, to reasonable levels and is not offensive or disruptive to neighbours. To facilitate this certain outdoor areas (e.g. the front lawns, swimming pool, poolside patio, etc) and all windows and doors may be closed after dark.
- 17) Smoking is not permitted anywhere on the Property, either inside the house, on patios, balconies or verandas, or anywhere in the grounds. If you request, we will agree a designated smoking area for those who wish to smoke while on the Property and we will provide a suitable receptacle for the disposal of cigarette butts and other waste. Extra cleaning charges will be incurred if this policy is not strictly adhered to.
- 18) Pets and other animals are not permitted on the Property.
- 19) State and local laws govern the use of swimming pools. The swimming pool and hot tub gates must be properly closed at all times. The swimming pool and hot tub are not available for use after dark. Playing in or around the indoor waterfall and reflection ponds is not permitted by anyone at any time. Glass containers must not be taken into the swimming pool or hot tub area at any time during the Function.
- 20) The Property is fully furnished with quality furniture and fittings. Reasonable care should be exercised by all Function Guests at all times. Infants and young children are welcome at Functions provided they are properly supervised by responsible adults at all times and comply with the house rules.
- 21) Visitors may not drive private vehicles onto the Property. All Visitors will be transported to and from the Function. We can arrange for such transport. Authorised Service Providers may park vehicles only in the Property's carport, garage or driveway as instructed by us or the Venue Manager.

Additional Function Terms and Conditions (continued)

- 22) Under no circumstances should vehicles be driven or parked on lawns.
- 23) We will allocate one in-house toilet for use by Visitors and Service Providers during the Function. The Venue Manager will ensure the toilet is kept clean and fully stocked during the Function. Use of additional toilets (if required) will incur additional cleaning charges.
- 24) Visitors and Service Providers will not have access to private areas such as bedrooms, the upstairs lounge, the Pavilion or any en-suite bathrooms prior to or during the Function unless you specifically request they do have such access, in which case you are responsible for any additional cleaning or other charges that may result from providing such access.
- 25) We take no responsibility for Visitors' or Service Providers' personal property.
- 26) Our Estimate will include a Venue Manager up to the hours specified to:
 - a) assist you in the planning of the Function, finding and recommending suitable service providers of your choice e.g. wedding stylists / planners, celebrants, photographers, caterers, entertainers, etc. ("Service Providers") who you will contract with directly;
 - b) liaise as required with your selected Service Providers prior to, during and after the Function;
 - c) hire and manage the delivery, set up, break down and pick up of all equipment required;
 - d) organise transport for Visitors to and from the Function;
 - e) welcome Visitors to the Property;
 - f) play music supplied by you on iPod, iPhone or personal computer at the appropriate times during the Function;
 - g) manage all Service Providers and staff during the Function; and / or
 - h) generally assist with guest services and the smooth and safe running of the Function.
- 27) You may use our approved Venue Manager or you are free to engage your own Venue Manager provided whoever you engage is fully trained and instructed by us in their responsibilities for managing the Property, the Function and the safety of the guests and Service Providers. We will charge you for such training (if required) on an hourly basis.
- 28) Our Estimate may include suitably qualified service staff up to the hours specified to:
 - a) set up hire equipment and furniture according to your requirements;
 - b) prepare (e.g. cool and set up bar service areas) and serve beverages you supply, in accordance with Responsible Service of Alcohol regulations;
 - c) serve food prepared by your caterer;
 - d) collect and clean used glasses, plates, etc. as required;
 - e) clean up and restock any service areas, as well as clean up any breakages or spillages;
 - f) pack up hire equipment and reorganise furniture after the Function;
 - g) clean common areas used during the Function after the Function;
 - h) remove and dispose of all rubbish after the Function; and / or
 - i) generally assist with guest service and the smooth and safe running of the Function.
- 29) You may use our approved service staff or you are free to engage your own service staff. Service staff must comply with all House Rules and any instructions issued by the Venue Manager.
- 30) You agree to pay for all venue management and service staff costs incurred in the running of your Function.
- 31) The Venue Manager must be on the Property before, during and after the Function (as required). All Function Guests and Service Providers must comply with any reasonable requests or instructions issued by the Venue Manager.

Additional Function Terms and Conditions (continued)

- 32) If a breakage or spillage occurs during the Function, the Venue Manager will organise to clean the area immediately and make it safe before any further activity continues in that area. If requested by the Venue Manager, all Function Guests and Service Providers will vacate an area being cleaned until it is made safe again. If a breakage or spillage or other event or circumstance makes an area unserviceable, Function Guests and Service Providers may not be permitted to use that area for the remainder of the Function.
- 33) You will provide the Venue Manager access to complete the pre and post Function activities required at agreed times.
- 34) We provide a "House Rules for Visitors" document detailing rules for Visitors' access to the Property. You will ensure each Visitor you invite onto the Property, including and especially children, is made aware of and agrees to these conditions prior to allowing them onto the Property or you will allow the Venue Manager to do so on their arrival.
- 35) We provide a "House Rules for Goods and Service Providers" document detailing rules for supplier's access to the Property. You will ensure each Service Provider you invite onto the Property is given a copy of and agrees to these conditions prior to allowing them onto the Property.
- 36) We reserve the right to cancel or terminate this Agreement if circumstances dictate we do so. We will explain such circumstances to you immediately they become known to us if this becomes necessary. If we cancel or terminate this Agreement at any time, other than for a material breach of this Agreement by you, we will refund all monies paid by you to us in relation to this Agreement and we will assist you as best we can in finding a suitable alternative venue.
- 37) If you cancel the Function at any time we will refund or forgive any Function charges already paid or still due that have not already been incurred or committed by us less the Administration Fee. We will not refund or forgive any such charges that we have already incurred or committed or any charges incurred or due in relation to the Rental Agreement. It is highly recommended you take out suitable insurance to cover the possibility of you having to cancel your Function. Cancellations must be made in writing.
- 38) If there is a material breach of this Agreement we may:
 - a) terminate the Function, this Agreement and / or the Rental Agreement immediately;
 - b) evict all Function Guests and Service Providers from the Property immediately;
 - c) retain all associated Rental and Function charges, including the Bonds;
 - d) charge you the full amount of any costs incurred by us for the repair of any damage or the replacement of any missing item;
 - e) charge you for any lost income caused as a result of any damage while repairs are taking place;
 - f) charge you the Administration Fee, Credit Card Fee and / or Overdue Interest Fee (if applicable) on any charges and costs incurred; and / or
 - g) take any other action, including but not limited to filing a police report or Court action, we may have available under law.
- 39) Due to the sometimes long period between confirming a booking and the Function Date we reserve the right to vary the terms and conditions of this Agreement at any time. We will explain such changes to you immediately they become known to us if this becomes necessary.
- 40) This Agreement will be governed by and construed according to the laws of the State of Queensland, Australia. If required, any dispute related to this Agreement will be heard in the appropriate Court or other applicable jurisdiction in the State of Queensland, Australia.

END OF ADDITIONAL FUNCTION TERMS AND CONDITIONS