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From:	John Moletteri
Envelope Subject:	<input type="checkbox"/> Complete with DocuSign: 4-4-25 Sun Valley High School Contract.docx
Attachments to Fax:	
Envelope ID:	e7f446b5-fa57-496b-969d-933478a8c2b0
Sender Account Name:	The Waterfall
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CATERING & SPECIAL EVENTS

3416 Philadelphia Pike Claymont Delaware 19703  
T. 302-792-2600 F.302-792-0120  
www.waterfallbanquets.com  
**CONTRACT**

Date: Friday, April 4, 2025 Time: 6-10 PM

Room: Grand Ballroom Approx. Guests: 300-350

Name: Sun Valley High School

Address: 2881 Pancoast Avenue Aston, PA 19014

Phone: John Moletteri- 610-999-6660 jmoletteri@pdsd.org

Affair: Prom

Chapel: =====

Number Guaranteed: 300 Adults Initials: [REDACTED]

Price per Guest: \$75.00

Price per Vendor Meal: Same

Gratuuity: Included

Deposit: \$1,000.00 Date: 1-12-2024

**MENU**

Toast: N/A

Soup: N/A or Salad: Choice & Rolls

Intermezzo: N/A

Entrée: Buffet: Chicken, Fish, and Pasta

Vegetable: Chef Potato: Chef

Dessert: Cupcakes

Cake: N/A

Beverage: Soda, Juice, Coffee, Tea

Centerpieces: NOT INCLUDED

Linens: White, Black or Ivory, Choice of Napkin

Misc. Information: 1 free faculty member per 25 students

**DEPOSITS ARE NONREFUNDABLE**

Customer Signature: [REDACTED]

Banquet Manager: Diandra Carroll

**First Deposit of \$1,000.00 due at execution of contract. ~~Second Deposit of \$3,000.00~~  
Due (60) days after signed contract. ~~Third Deposit of 25% due (7) months prior to affair.~~  
All Credit Card Payments will have an additional processing fee of 4.5% (waived for the initial deposit).  
Credit Card Payments will not be accepted within 7 months of the affair (except for the initial deposit).  
Final payment two (2) weeks  
prior to affair CERTIFIED CHECK OR CASH only.**

**The Waterfall reserves the right to cancel your event and retain all deposits should you fail to make any of the above payments. Above deposits are for Contracted date only and are not transferable or assignable. Date Change from above contracted date will result in loss of any deposits and will require a new initial second or third deposit. Above prices are binding for contracted date only. Management reserves the right to change contracted room.**

**Meals must be provided to all vendors at client's expense.**

**DEPOSITS** Any payments not received by payment date will be subject to 5% Surcharge.

**ALL DEPOSITS AND FINAL PAYMENTS ARE NONREFUNDABLE** Initials: [REDACTED]

Amenity Fee: \$1,000.00 Initials: [REDACTED]

#### **FORCE MAJEUR**

The Waterfall obligations under this Agreement are subject to, and shall not be liable for, including, but not limited to, delays, failures to perform, damages, losses or destruction, or malfunction of any equipment or any consequence thereof caused or occasioned by, or due to fire, flood, water, the elements, labor disputes or shortages, utility curtailments, power failures, explosions, civil disturbances, governmental actions, shortages of equipment or supplies, unavailability or transportation, law, statutes, regulations, acts or omissions of third parties, or any other cause beyond the Waterfall's reasonable control. Whenever such causes are removed or cease and the Term is still in effect, the parties will continue to perform under the terms of this Agreement. Should a Force Majeur event exist on the date of the scheduled event the Waterfall will use its best efforts to reschedule the Event to its first available date within six (6) months of the contracted date. Parties agree that all non-refundable deposits will be transferred to the new event date.

#### **ASSIGNMENT**

The Rights of customer hereunder are not transferable or assignable, in whole or in part, without the prior written consent of The Waterfall and any attempted transfer or assignment shall be invalid and of no legal force or effect, and shall terminate this Agreement.

#### **ALTERATIONS/CAPITAL IMPROVEMENT**

The Waterfall is constantly and continually improving and renovating its building and decor. It's The Waterfall's attempt to remain a contemporary and innovative facility. Accordingly, this contract is binding and cannot be altered or canceled because of said improvements or changes. Any revisions to this contract must be initialed by the Banquet Manager or a completely new contract needs to be drawn. Otherwise, this contract shall remain in full force and effect.

#### **CHOICE OF LAW AND VENUE**

This Agreement and any dispute between The Waterfall and Customer shall be construed under and governed by and in accordance with the laws of the State of Delaware. Venue for any lawsuit arising from this Agreement and any dispute between The Waterfall and Customer shall be any state court of competent jurisdiction in New Castle County, Delaware. The Waterfall and Customer each expressly submit to personal jurisdiction in any such court.

#### **DEPOSITS**

Any Payments not received by payment date will be subjected to a 5% additional surcharge based upon amount due. All Payments made are NON-REFUNDABLE. NO REFUNDS OF DEPOSITS WILL BE GIVEN FOR ANY REASON.

#### **CANCELLATIONS**

All notices require or permitted hereunder shall be in writing and shall be deemed to be delivered: (1) when delivered in person or (2) five business days after deposit in the United States Mail, postage prepaid, registered or certified mail, return receipt requested, and addressed to the recipient party at the respective address set forth herein. If you violate and term of this contract or cancel this contract at any time, you forfeit any and all nonrefundable deposits as liquidated damages. The Waterfall has the right to seek any additional losses or claims it may have for any cancellation of this contract. Estimated Total: \$23,500.00

#### **PARTIES BOUND**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective owners, shareholders, officers, directors, employees, agents heirs, executors, administrators, legal representatives, successors, and assigns.

#### **NON DISPARAGMENT**

The Customer agrees not make any communication to any third-party that would, or is reasonably likely to, disparage, create a negative impression of, or in any way be harmful to the business reputation of or damage the integrity, reputation or Good Will of the Waterfall, its management, employees or corporate officers.

#### **ALLERGIES ETC.**

Client is responsible for notifying The Waterfall of any food allergies by providing the name of the parties and type of food allergies no later than three months prior to the event. You acknowledge that while The Waterfall makes every effort to identify ingredients and to train staff on food allergies and intolerances, The Waterfall cannot guaranty the ingredients of its food or beverages as manufacturers may change their product formulation or consistency of ingredients without The Waterfall's knowledge. It is therefore ultimately your responsibility to judge whether or not to question ingredients or choose to eat selected foods. All foods are prepared in an institutional cooking environment which could involve accidental contamination with the foods to which you or your guests may be allergic or intolerant. It is recommended guests carry medication on an EpiPen. You agree to not hold The Waterfall's, its employees and agents liable for injury, damages, expenses or illness associated with the consumption of food or beverages provided by The Waterfall.

#### **MISCELLANEOUS**

The Customer shall take good care of all fixtures, furnishings and other property on the premises, and assume responsibilities for any theft, loss or damage caused by the Customer, its guests, its members, agents, or vendors and agree to indemnify and hold The

Waterfall, its agents, members and respective owners harmless from any claim that may be asserted against it as a result of acts of the Customer, its guests, its members, agents, or vendors. In case of such loss, theft, or damage to the Waterfall's equipment, furnishings or property, the cost of replacement and or repair of any item will be charged to the contracted party and any such person acting as agent for an individual, company, or organization for whom the function has been booked and arranged

The Customer Agrees that The Waterfall is not responsible for any vendors (i.e., band, photographers, florists etc.) hired by the Customer. All vendors must maintain at least \$1,000,000.00 liability insurance, indemnify and hold harmless The Waterfall its agents, officers, directors, and respective owners against all causes of action resulting from their services and provide a copy of said policy to The Waterfall prior to the event. If The Waterfall does not receive an insurance certificate from your Vendor, they will not be able to render their services the day of the event.

Due to State & Local Fire Codes we cannot allow any candles without a Glass Container. Please keep in mind that Taper Candles are not permitted anywhere in the Building. The Waterfall is not responsible for providing centerpieces, the assembly of centerpieces or breaking down the centerpieces. Client must have someone dedicated to setting them up and breaking them down if you are making your own. If you are using a Florist/Decorator, they must come back at end of the event to collect their belongings. All centerpieces must be removed immediately following the conclusion of the event. The use of Dry Ice, Smoke Machines and Confetti Are Prohibited. INITIALS: X

Important – Law prohibits the Sale, Service, to or consumption of Alcoholic beverages by minors. It is a condition of this contract that the Client Agrees, in the event that any minors are present at the function, a special adult committee created by Client will cooperate and guarantee the management that no alcoholic beverages will be consumed by such minors. Client/Customer and its guests are responsible for all minors at the event and guarantee no alcoholic beverages will be consumed by minors.

In the event that the client's event requires a permit or a license from any local, state, federal or other governing body, client is solely responsible for obtaining such license or permit at client's expense.

The client agrees that they will take good care of the fixtures, furnishings and other property of The Waterfall and hereby assume responsibility for any damage that may be caused by themselves, members, guests or persons hired by them.

The Waterfall reserves the right to cancel this contract in the event that Clients have made any false representation to The Waterfall respecting the function.

Menu Substitutions: The Waterfall and the client(s) agree that The Waterfall shall have the right to make reasonable menu substitutions for any item or items, which cannot be reasonably and readily obtained on the open market.

Signature by Facsimile will constitute sufficient execution of this Contract

#### LEGAL CONSTRUCTION AND SEVERABILITY

In the event that any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof. All such other provisions in this Agreement shall continue in full force and effect and shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

#### ENTIRE AGREEMENT

This Agreement constitutes the entire, sole, and only agreement and understanding between the parties concerning the subject matter hereof and any representations or agreements oral or otherwise not embodied herein are superseded by the terms hereof and shall be of no force or effect.

Print Client's Name: X \_\_\_\_\_

Accepted by Client: X \_\_\_\_\_

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

Banquet Mgr. / Sales Rep: X \_\_\_\_\_

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

**Banquet Mgr. / Sales Rep:** \_\_\_\_\_ **Date:** \_\_\_\_\_