

## **THE BISTRO CORPORATE BANQUET POLICY**

**ALL RESERVATIONS AND AGREEMENTS ARE MADE UPON, AND ARE SUBJECT TO THE RULES AND REGULATIONS OF THE RESTAURANT, AND THE FOLLOWING CONDITIONS**

- 1. IN ARRANGING FOR PRIVATE FUNCTIONS, THE ATTENDANCE MUST BE DEFINITELY SPECIFIED AT LEAST 72 HOURS IN ADVANCE. THIS NUMBER WILL BE CONSIDERED A GUARANTEE, NOT SUBJECT TO REDUCTION AND CHARGES WILL BE MADE ACCORDINGLY. IF THE GUARANTEE IS NOT GIVEN TO THE RESTAURANT 72 HOURS IN ADVANCE, THEN THE RESTAURANT WILL CONSIDER THE LAST ESTIMATED NUMBER AS A SAID GUARANTEE. THE RESTAURANT WILL PREPARE 10% OVER THE GUARANTEE IF THE NUMBER OF GUESTS IS LESS THAN 100. A 5% LEEWAY OVER THE GUARANTEE ON PARTIES OF 100 GUESTS OR MORE WILL APPLY.**
- 2. ALL FEDERAL, STATE AND MUNICIPAL TAXES MAY BE IMPOSED OR BE APPLICABLE TO THIS AGREEMENT AND TO THE SERVICES RENDERED BY THE RESTAURANT ARE IN ADDITION TO THE PRICES HEREIN AGREED UPON AND THE PATRON AGREES TO PAY THEM ADDITIONALLY.**
- 3. NO FOOD OR BEVERAGES ARE PERMITTED TO BE BROUGHT INTO THE RESTAURANT BY THE PATRON OR ANY OF THE PATRON'S GUESTS. SHOULD ANY GUEST BE FOUND TO HAVE ALCOHOL IN HIS POSSESSION OR CONSUMED BY MINORS, THE MANAGEMENT RESERVES THE RIGHT TO CLOSE THE BAR IMMEDIATELY OR TO TERMINATE THE FUNCTION ENTIRELY AT THE ENGAGER'S EXPENSE.**
- 4. PERFORMANCE OF THIS AGREEMENT IS CONTINGENT UPON THE ABILITY OF THE RESTAURANT MANAGEMENT TO COMPLETE THE SAME. IT IS SUBJECT TO DISPUTES OR STRIKES, ACCIDENTS, GOVERNMENT (FEDERAL, STATE, MUNICIPAL) REQUISITIONS UPON TRAVEL, TRANSPORTATION, FOODS, BEVERAGES OR SUPPLIES AND OTHER CAUSES WHETHER ENUMERATED HEREIN OR NOT, BEYOND CONTROL OF MANAGEMENT PREVENTING OR INTERFERING WITH PERFORMANCE. IN NO EVENT SHALL THE RESTAURANT BE LIABLE FOR LOSS OF PROFIT OR FOR SIMILAR OR DISSIMILAR COLLATERAL OR CONSEQUENTIAL DAMAGES WHETHER BASED ON BREACH OF CONTRACT, WARRANTY OR OTHERWISE.**
- 5. PATRON AGREES TO BE RESPONSIBLE FOR ANY DAMAGE DONE TO THE PREMISES DURING THE PERIOD OF TIME THEY ARE UNDER YOUR CONTROL OR THE CONTROL OF ANY INDEPENDENT CONTRACTOR HIRED BY YOU.**
- 6. THE RESTAURANT WILL NOT Assume ANY RESPONSIBILITY FOR THE DAMAGE OR LOSS OF ANY MERCHANDISE OR ARTICLES LEFT IN THE RESTAURANT PRIOR TO OR FOLLOWING YOUR EVENT INCLUDING DECORATIONS, CAKE TOPS, FLORALS, ETC.**
- 7. DECORATIONS AND/OR DECORATING MATERIALS MUST CONFORM TO LOCAL FIRE DEPARTMENT REGULATIONS. UNDER NO CIRCUMSTANCES ARE BANNERS, STREAMERS, OR MATERIALS OF ANY KIND TO BE AFFIXED OR ATTACHED TO WALLS, WINDOWS, OR CURTAINS IN ANY ROOM, WITHOUT PRIOR CONSENT OF THE OWNER "DECLAN HOCTOR" ONLY.**
- 8. ALL PAYMENT IS DUE UPON COMPLETION OF YOUR EVENT.**

9. **SERVICE AND LABOR, AND ROOM CHARGES PAID TO THE RESTAURANT WILL BE DISTRIBUTED SOLELY TO THE BANQUET STAFF.**
10. **NO RICE, BIRDSEED, OR CONFETTI ALLOWED ON THE PREMISE OR PARKING LOT.**
11. **THE MANAGEMENT RESERVES THE RIGHT TO CHANGE THE ROOM OR ROOMS, AS SPECIFIED IN THIS CONTRACT, IF THE NUMBER OF GUESTS CHANGES, OR IF DEEMED NECESSARY BY THE MANAGEMENT.**
12. **IN THE EVENT IT BECOMES NECESSARY FOR THE RESTAURANT TO CONSULT AN ATTORNEY OR INSTITUTE ANY ACTION OR PROCEEDING RELATING TO THE COLLECTION OF ANY SUM UNDER THIS BANQUET AGREEMENT, THE RESTAURANT SHALL BE ENTITLED TO REASONABLE ATTORNEY FEES AND COSTS INCURRED.**
13. **IF THE DATE OF THIS CONTRACT EXCEEDS A SIX MONTH PERIOD, THE QUOTATION HEREIN IS SUBJECT TO A PROPORTIONATE INCREASE TO MEET INCREASED COSTS OF FOODS, BEVERAGES AND OTHER COSTS OF OPERATION EXISTING AT THE TIME OF PERFORMANCE OF OUR UNDERTAKING BY REASON OF INCREASE IN PRESENT COMMODITY PRICES, LABOR COSTS, TAXES OR CURRENCY VALUES. PATRON EXPRESSLY GRANTS THE RIGHT TO THE RESTAURANT TO RAISE THE PRICES HEREIN QUOTED OR TO MAKE REASONABLE SUBSTITUTIONS ON THE MENU AND AGREES TO PAY SUCH INCREASED PRICES AND TO ACCEPT SUCH SUBSTITUTIONS.**
14. **ALL FUNCTION SERVICES ARE SUBJECT TO 6.5% SALES TAX AND 20% GRATUITY. FRIDAY AND SATURDAY EVENING FUNCTIONS ARE BASED ON HOST BARS. THE MINIMUM FOOD SERVICE PRICE PER PERSON ON FRIDAY AND SATURDAY EVENING FUNCTIONS IS \$35.00.**
15. **FOOD TAKEN OFF THE PREMISES FOR CONSUMPTION ELSEWHERE, AT A LATER DATE IS NOT PERMITTED FOR HEALTH REASONS.**
16. **DEPOSITS ARE \$20 PER PERSON BOOKED OR \$500 WHICHEVER IS THE GREATER. IF THE PARTY IS CANCELLED LESS THAN 4 DAYS PRIOR TO THE EVENT, PAYMENT IS DUE IN FULL. IF THE PARTY IS CANCELLED BETWEEN 4 AND 30 DAYS IN ADVANCE OF THE DATE BOOKED. THE ENTIRE DEPOSIT IS NON REFUNDABLE. IF THE PARTY IS CANCELLED 31 DAYS OR MORE IN ADVANCE, THE ENTIRE DEPOSIT IS REFUNDABLE.**

**Signature** \_\_\_\_\_  
**Company** \_\_\_\_\_

**Date** \_\_\_\_\_