

---

# WIND & SEA RESTAURANT

## EVENT CONFIRMATION AGREEMENT

---

RESPONSIBLE PARTY:

TYPE OF EVENT:

DATE OF THE EVENT:

TIMES OF THE EVENT:

---

## TERMS & CONDITIONS

---

GUARANTEED ATTENDANCE: \_\_\_\_\_ (You must provide a guest count upon signing this contract)

FINAL HEADCOUNT DATE:

We ask you to confirm the total number of guests that will be attending at least ten (10) days prior to the date of your event. The attendance figure you provide by that date will not be subject to reduction. If you do not provide a final attendance figure by that date, then the expected attendance number you supplied above will be used for preparation, staffing and food quantities for your event.

MINIMUM EXPENDITURE: \_\_\_\_\_

This is the minimum amount ("**Minimum Expenditure**") that must be spent by you or your guests at your event for food and beverages, even if the number of guests who attend your event is less than the final attendance figure that you supply to us. If fewer guests attend your event than expected, our Event Coordinator will work with you to add to or upgrade your menu selection for your event, so that the Minimum Expenditure is put to what you believe is the best use. **In addition to your minimum expenditure, your room rent**, which we must have received to hold your reservation. Please note that the Minimum Expenditure does not include your room rental, equipment rental, service charges, or sales tax.

FEES:

- Room Rent is due upon the booking of the event and is 50% refundable if the reservation is cancelled in writing by customer prior to 30 days before the event. If customer books the function within 30 days of the scheduled event, all amounts paid to date are nonrefundable. Customer cancellations within 7 days of the scheduled event will be subject to full charges as contained below. Deposits and Room Rent are nontransferable.
- Initial 50% Deposit equal to half of your minimum is due upon booking your event \$\_\_\_\_\_
- Payment of these fees will confirm your reservation and hold your date. All deposits are non-refundable and non-transferable and will be credited to the cost of your event or retained by us if you cancel your event.
- If the deposit is not received by the due date, we may cancel your reservation and we will then have no further obligation to you under this agreement. If there is a cancellation less than thirty (30) days prior to your event, you will be required to pay a cancellation fee in an amount equal to the minimum expenditure, less any deposits already received by us. For certain events, we may ask for an additional security deposit of \$\_\_\_\_\_ that will be due by \_\_\_\_\_. The security deposit will not be credited to any charges due for your event, but will be used to offset the cost of any damage caused by you or your guests to our real or personal property, glassware or equipment. The unused portion of the security deposit will be refunded to you within sixty (60) days after the date of your event.

CONFIRMATION OF YOUR EVENT:

We must receive final menu selections, room arrangements and other details at least ten (10) days prior to your event. Menu pricing can be guaranteed up to ninety (90) days prior to your event. After you provide us with the final selections and arrangements, we will present you with an Event Reservation Sheet confirming the specific requirements of your event. Please notify us immediately, if you believe that there are any discrepancies between the final selections and arrangements you provided to us and the Event Order. We are not responsible for any discrepancies that are not immediately brought to our attention.

## EVENT CANCELLATION

Customer cancellation within 7 days of the scheduled event will be subject to the greater of the following full charges, a) the minimum food revenue guarantee plus beverages OR b) the minimum number of guests customer guarantees will be paid for times the lowest priced breakfast, lunch or dinner entree plus beverages applicable to the confirmed meal period, or the contracted menu plus beverages based on the published menu price the date of cancellation; whichever is greater. Service charge and taxes (see below) will be added and the total amount (less the nonrefundable deposits paid to date) is due and payable by the customer within three days of cancellation.

## DECORATIONS:

If we allow you to supply certain decorations, you will be responsible for complying with any applicable laws, regulations or permitting requirements. Please note that decorations may not be affixed to the walls or rafters of the facility, and that glitter, confetti, rice and birdseed are not permitted. Your vendors and suppliers may enter the facility no sooner than one hour prior to the scheduled beginning time of your event unless other arrangements are made with the Event Coordinator prior to your event. You are responsible for all clean up and removal of decorations.

## TAX AND SERVICE CHARGE:

All food and beverage prices are subject to a Service Charge of 3%. You are responsible for the payment of all state sales tax incurred in connection with your event.

## FOOD AND BEVERAGE SERVICE AND CONSUMPTION:

We will provide all food and beverages and you agree that you or your guests will not bring any food or beverages onto our property without our prior written consent. We reserve the right to confiscate food or beverages that are brought onto our property without our consent. Food or beverages must be consumed during the times specified for your event.

## FINAL ACCOUNT OF CHARGES:

A ticket will be presented to you at the conclusion of your event for your review and signature that lists the final charges due and owing. If you have any disagreement with any of our counts or charges, you must bring the disagreement to our attention at the time the ticket is presented to you. You agree to use good faith and best efforts to fully resolve any disagreements at that time. You are responsible for full payment of the final charges listed on the ticket upon presentation.

## YOUR RESPONSIBILITY FOR YOUR GUESTS' CONDUCT:

We ask that you and your guests observe the beginning and ending time for your event. Our property is used by the general public and other guests, and for occasions such as your event. We reserve the right to remove anyone from our property who engages in disruptive, violent, profane, intoxicated, or abusive behavior. As host of your event, you agree that you assume full responsibility for the conduct of your guests and for any damages, costs, or liabilities that result from your or your guests' conduct.

## ALCOHOL AND MINORS:

Any guest under the age of twenty-one (21) is prohibited from requesting or consuming alcoholic beverages at your event (everyone must have a valid I.D. in their possession). We reserve the right to refuse to serve alcoholic beverages to anyone who we, in our sole discretion, determine is intoxicated, impaired or under the age of twenty-one (21). You or any of your guests may not bring any type of alcohol or food onto the premises without the prior written approval of the Event Coordinator. WIND & SEA reserves the right to close the bar immediately and/or terminate the function entirely at the customer's expense if you or any of your guests fail at any time to comply with any of the conditions set forth in this paragraph.

## INDEMNIFICATION AND LIMITATION ON DAMAGES:

You agree that WIND & SEA has no responsibility for the damage or loss of any merchandise or articles left on the premises prior to, during or following the event, including but not limited to personal articles, cake decorations, pillars, dividers, and cake tops. You agree to indemnify, defend and hold harmless us, our partners, employees, agents, officers, directors, affiliates and independent contractors from any and all claims, actions, suits or allegations for damages or losses to person or property due to the actions of you or your guests in connection with your event, unless such damages or losses are attributable to our gross negligence or willful misconduct. Except as stated in the preceding sentence, neither of us is liable to the other for any incidental, consequential, indirect, special, or punitive damages.

## FORCE MAJEURE

Notwithstanding anything to the contrary contained in this agreement, we shall be excused from our obligations under this agreement whenever we shall be prevented from the performance of such obligations by any Force Majeure Event. In the preceding sentence, "Force Majeure Event" means any one or more of the following events or circumstances that, alone or in combination, directly or indirectly, adversely affects in any material respect our operation of the property: fire, utility outages, earthquake, storm or other casualty; strikes, lockouts, or other labor interruptions; war, rebellion, riots, acts of terrorism, or other civil unrest; epidemics, quarantine or any other public health restrictions or public health advisories. In the event of a Force Majeure Event, you will have the option of receiving a full refund of your deposit or re-scheduling your event on the first available date that is mutually convenient.

**ARBITRATION:**

- If a dispute arises as to the enforceability or breach of any term of this agreement, then you and we agree to submit the dispute to binding and final arbitration under the rules of the American Arbitration Association. All arbitration proceedings must be held in the county where our property is located. The prevailing party in the arbitration is entitled to recover in the arbitration its costs and expenses, including, but not limited to, reasonable attorney fees.
- The terms "you," "your," and "yours" refer to COMPANY OR INDIVIDUAL and the individual signing this agreement on behalf of COMPANY.
- The terms "we," "us" and "our" refer to WIND & SEA RESTAURANT. We may perform our obligations under this agreement through agents or subcontractors of our choosing.
- The terms 'your guests' refer to your guests and other people you invite or allow to attend your event. A signed copy of this agreement must be sent to us on THE DATE THE 1<sup>st</sup> DEPOSIT AND ROOM RENTAL FEE IS PAID.
- If you do not send us the signed agreement prior to this date, then this agreement will be null and void and of no further force and effect.

**AGREED:**

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

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

**The person signing above signs individually and on the behalf of:**

\_\_\_\_\_

**Name: Robin Rabe**

**WIND & SEA RESTAURANTS, INC.**

**34699 Golden Lantern**

**Dana Point, CA 92629**

**Phone: 949-496-6500**

**Fax: 949-496-2605**