

## Zaffiro Banquet Contract

1. The customer, on behalf of the customer and all customer's guests, expressly agrees to indemnify, release and hold Zaffiro ("Restaurant") harmless of, from and against any and all losses, costs of collection, damages, attorneys fees, expenses, and all claims & liability growing out of, or resulting from this agreement, customer and customer's guests, or third parties' personal injury associated with use of said premises (including but not limited to slips and falls), the service and consumption of alcoholic beverages and/or food, and any act of negligence by the Restaurant. The Restaurant is not liable for utility outages including but not limited to water, natural gas and electricity. No refunds will be made should utility service be interrupted.

2 Should the Restaurant find that any customer or guest has brought any type of alcohol onto the premises without prior written approval by the Restaurant management, or allows any minor to consume any alcoholic beverage (everyone must have a valid I.D. in their possession), the Restaurant reserves the right to close the bar immediately and/or terminate the function entirely at the customer's expense. In addition, the customer will be responsible for all fines, loss of business, assessments and liability as a result of the above.

3. Deposits are nonrefundable if reservation is cancelled. If customer books the function within 60 days of the scheduled event, all amounts paid to date are nonrefundable. Deposits are nontransferable.

4. All deposits must be on or before the agreed deposit scheduled dates. If customer neglects to pay on time, the Restaurant reserves the right to cancel customers function and all deposits will be handled in accordance with number 3 above and number 5 below as if customer cancelled on the date the customer failed to pay per the deposit schedule.

5. Customer cancellation **within 14 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 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 number 6 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.

6. Prices DO NOT include Federal, State and Municipal taxes which may be applicable. An 18% service charge will be added to the prices, and then all applicable taxes will be added, including sales tax. Prices are subject to change prior to the function. An average charge of \$250.00 per half hour may be charged for time over the agreed upon end time.

**7. The final guarantee of the number of people attending your function must be phoned, faxed or provided in person to the Restaurant office at least four (4) working days PRIOR to the event.** Please note the minimum number of guests that the customer guarantees or the minimum guarantee of food revenue as stated on the front of the banquet contract cannot be reduced. Customer will be charged and pay the greater of the following numbers: • The full charge as calculated for cancellation within 14 days in

