



Special Events Service Agreement

This agreement is made by and between Vega Albela, Inc. hereafter referred to as the 'Restaurant' and _____ hereafter referred to as the 'Customer'.

The 'Restaurant' agrees to reserve for the 'Customer' and the 'Customer' agrees to a preliminary guest count of _____ persons for an event to be held on _____ (date) from _____ to _____ (time).

FEES AND PAYMENT: A deposit equal to **50% (fifty percent)** of all negotiated fees and services as described and agreed upon in Appendix A 'Special Events Information Sheet', and this signed agreement are required to guarantee confirmation of event date. Payment of balance is due fourteen days prior to event date. Any additional charges due to variables in services shall be paid at the conclusion of event. All charges are subject to an **18%** service charge and all **applicable taxes**. All charges not paid in a specific medium shall be charged to the credit card referred to in this agreement.

MINIMUMS: A final guest count, to be considered a guaranteed minimum, must be submitted to 'Restaurant' no less than **15 days** prior to event date. If no final guest count is provided to 'Restaurant', the preliminary guest count will be considered final. The final guest count may not be less than **90%** of preliminary guest count. The guaranteed guest count may only be increased if submitted to 'Restaurant' at least 7 days prior to event date. 'Restaurant' will guarantee service only for 115% of the guaranteed minimum guest count, unless otherwise approved by 'Restaurant' Special Events Manager.

MENU: A final menu with quantities and proportions of items ordered must be determined by 'Customer' and submitted to 'Restaurant' management no less than 15 days prior to event.

DECORATIONS: All third party decorations for the event shall be submitted and approved by the Restaurant's Special Events Manager at least 15 days prior to the event date. Set up and removal of decorations is the sole responsibility of the Customer with the supervision of a designated employee of the Restaurant. Setup of all third party decorations is allowed on the day of the event only, and no sooner than **2 (two) hours** before the scheduled event time. All decorations must be removed at conclusion of the event. Restaurant will charge the Customer a cleanup fee of **\$300.00** if all decorations are not removed. The cost of any damages or repairs caused by decorations or their removal will be billed to Customer. The Restaurant assumes no responsibility for damages or loss of any articles left at Restaurant prior, during or after the event.

Initial



THIRD PARTIES: All third party vendors and/or service providers must be submitted to and approved by the Restaurant's Special Events Manager at least 15 days prior to the event date. All third party vendors and/or service providers will be required to provide proof of General Liability Insurance and shall name Hacienda de Vega as additional insured during the 24 hour period of the event. All third party vendors and/or service providers shall deliver appropriate evidence to Restaurant, no less than 15 days prior to the event date, that adequate insurance is in force and issued by an insurance company duly licensed and authorized to do business in the state of California, with a financial rating of at least A+ 3A status, as rated in the most recent edition of the "Best Insurance Reports".

Restaurant assumes no responsibility for any damages, injuries or loss suffered or caused by any third party vendors and/or service providers prior, during or after the event.

LIABILITIES: The 'Customer assumes responsibility for any and all fees and charges incurred for the event. 'Customer' is solely responsible for the conduct of their guests, along with any damages or injuries caused, suffered or created by the guests. Any unacceptable or rude behavior in the sole opinion of the 'Restaurant' by any guests to the event may be cause for immediate removal of such guest or the immediate termination of the event. 'Restaurant' is only liable for return of fees as stated in cancellation clause below.

SECURITY DEPOSIT: Customer shall deposit with Restaurant upon execution hereof a security deposit in the amount of Five Hundred dollars and 00/100 (\$500.00) to be held and disbursed for any damages caused by Customer or their guests to the premises, if any, as provided by law. Upon forty eight hours (48 hrs) after the completion of the event, Restaurant shall provide Customer a written account of any damages caused to the premises by Customer or their guests and an estimate for reasonable repairs, excluding normal wear and tear. If no damages have been assessed, Restaurant shall return all deposits to Customer no later than seven (7) days after the conclusion of the event.

CANCELLATION: The reservation deposit is a **Non-Refundable** fee. Any cancellation made less than **15 days** prior to event date will be charged **100%** of event cost. In the case of an event cancellation with more than 15 days of the event date, 'Customer' will be reimbursed all payments made up to date of cancellation **less** the reservation deposit.

_____ Initial



ALCOHOL: All liquor laws will be strictly enforced. Any person violating these laws could result in the immediate termination of your event. 'Customer agrees that the event and all guests will comply with the liquor license restrictions which indicates that *"All alcohol sales must conclude at 11:59pm"* and *"Any music entertainment may be performed by a live band consisting of no more than 4 members, and conclude their performance by 10:00pm"*. No refunds will be issued.

WEATHER: 'Restaurant' does not, in any way guarantee weather. We will do our best to accommodate and service the event in a bad weather situation. If there is a drastic change in the weather patterns and forecast by the National Weather Service for the day of the event, 'Restaurant' will contact 'Customer' and will provide additional logistical options. Any and all additional expenses incurred due to changing weather conditions are the sole responsibility of the 'Customer'. No refunds will be issued as a result in changing weather conditions.

The parties hereto have executed this Agreement on the date written below.

By: _____
Hacienda de Vega

By: _____

Print Name: _____

Date: _____

Date: _____

Address: _____

Phone: _____

The above signed 'Customer' agrees to take full responsibility for payment of all fees and charges and gives Hacienda de Vega permission to use the credit card listed below for any and all charges.

Card #: _____ Exp. Date: _____

Type: _____ Name on card: _____