

Summit House Restaurant

Banquet Event Agreement

Client Name _____

Function # _____

Client Address _____

Function Date ____/____/____

City _____ State _____ Zip _____

The following will be our agreement at the time the initial deposit is received:

DEPOSITS

Advance deposits will be required to reserve facilities for your function. Deposits may be made by check, cash or money order. In the event of cancellation, deposits are **non-refundable**. Failure to make required additional deposits on a timely basis will result in cancellation of the function. Required advance deposits are as follows: Monday through Thursday functions fewer than 100 persons- \$500.00; Monday through Thursday functions greater than 100 persons- \$1000.00; Friday, Saturday luncheon, and Sunday functions- \$2000.00; Saturday evening functions-\$3000.00.

GUARANTEES

Client agrees to a minimum guarantee of persons attending the function or a minimum guarantee of charges for food, beverages, room fees, and reception package fees **not to include** charges for rental fees, ceremony related fees, service charges, or applicable sales tax. _____ init.

A final guarantee for the number of guests and invitees to be served must be received by our Catering Department ten (10) days prior to your function date. Meals will be prepared for your guarantee number only. Guarantee increases may be made up to the day prior to the function. If no final guarantee is received, the client agrees to pay the minimum guaranteed at agreement acceptance or the estimated attendance received at the time of agreement acceptance, whichever is greater. _____ init.

PAYMENTS, FEES, SERVICE CHARGES

Charges will be based on guaranteed number of persons, or the actual attendance, or the minimum guarantee of charges agreed at acceptance, whichever is greater. In the case of a wedding reception, the per person price includes the total of the selected menu price plus the selected wedding package price. All charges must be paid ten (10) days prior to the event. Payment made by personal check may be drawn upon a local bank, and must be made a minimum of ten (10) business days prior to the function. Credit Card payments must be made on the premises of the Summit House Restaurant and must be signed by the person named on the credit card. Additional and incidental charges must be paid the day of the function by cash or credit card. No personal checks will be accepted the day of the event. _____ init.

Prices quoted are subject to change up to 60 days prior to the function. We reserve the right to substitute menu items in the event that a product is unavailable or has been affected by unusual circumstances.

A service charge of 20% will be applied to all food, beverage and other charges including, but not limited to reception package charges, room fees, gazebo rental fees, ceremony fees and equipment rental fees.

A room fee of \$950.00 will be added for all functions scheduled in the Grand Summit Ballroom on Saturday evenings, and \$1,500.00 on December weekend dates. Additional fees will apply to the use of additional rooms.

All charges for food, beverage, bar minimum, room, rentals, service charges, and other fees are subject to California State Tax (Ref. California Sales Tax Law Regulation #1603 and annotation #550 and #780).

FOOD AND BEVERAGE

All food and beverages, with the exception of decorated cakes, must be purchased through The Summit House Restaurant. No food or beverage is permitted to leave the premises, with the exception of decorated cakes. If alcoholic beverages are brought on to the premises, or if any person under 21 years of age is found consuming alcoholic beverages, or if the client, client's guests or client's vendors are intoxicated on the premises, we reserve the right to discontinue alcoholic beverage service or terminate the function, at no expense to the Summit House Restaurant with no refund to the client.

BAR MINIMUM

Minimum bar sales for each bar set up will be \$500.00 for up to 5 hours, not including wines or other beverages butler or table served. If the bar minimum is not met, there will be a charge equal to the difference between the actual bar sales and the bar minimum for the period of service.

WEDDING CEREMONIES

A fee of \$450.00 will be charged for a wedding ceremony performed on the premises of the Summit House Restaurant or in Vista Park. Additional fees for required rentals will be charged at Summit House cost plus 20% service charge. The Summit House will provide coordination of the rehearsal and ceremony, arrangement for required rentals, set up and tears down of same. The client is responsible for removing all florals, decorations, and equipment not arranged through the Summit House from Vista Park immediately following the ceremony.

A rental contract is required with the Summit House Restaurant to reserve the gazebo / amphitheater in Vista Park. Unless secured by a rental contract, use of the Gazebo area or Vista Park by the client for any reason will not be guaranteed by the Summit House. If a rental contract is not secured, another party may utilize the Gazebo concurrently with your Summit House Event. ____ init.

ADDITIONAL INFORMATION

Contracting for floral arrangements, photographic services, decorated cakes (unless included in an agreed upon wedding package), and entertainment will be the responsibility of the client. Cakes, flowers, and entertainment may arrive no earlier than two hours prior to scheduled guest arrival times, with event room access limited to one hour prior to the start time of the scheduled event. ____ init.

No private dressing rooms are available on the premises for client or vendor use.

The average overall sound level for your entertainment may not exceed 90 decibels, as measured by our sound level meter. Failure to comply with the decibel level will result in termination of entertainment. Live bands are not allowed unless approved by General Manager.

All displays, exhibits, and or decorations must conform to the City of Fullerton fire ordinance codes.

For safety reasons, rice, birdseed, confetti, and silk rose petals are not to be used on the premises of the Summit House or on the walkways or parking areas of Vista Park.

The Summit House Restaurant will not permit the affixing of anything to the walls, floors, ceilings, or light fixtures unless the Summit House Restaurant gives written approval. Any damage to or defacing of the facility or its furniture, fixtures, or equipment will be the responsibility of the client. Cost of repair of damages or cleaning will be billed at full cost plus a 20% administration fee.

The Summit House will not be responsible for equipment or personal property of the client or client's vendors left on the premises following the function. ____ init.

The possession, use, or sale of illegal substances on the premises of the Summit House Restaurant or in Vista Park by the client, client's guest or client's vendors will result in immediate termination of the function, with no refund to the client.

No other verbal or written agreements that are in conflict with this document will be in effect unless approved in writing by the Summit House general manager.

Acknowledged and accepted:

By _____
Client Signature

Date _____

Client Name (print)