

RISTO'S PLACE FOOD & SPIRITS ~ CATERING CONTRACT

ALL RESERVATIONS AND AGREEMENT are made upon, and are subject to, the rules and regulations of Risto's Place Food & Spirits, Inc. (hereinafter "Risto's Place") and the following conditions:

Your private function has been booked on a first option tentative basis:

CUSTOMER / GROUP NAME: _____

TYPE OF FUNCTION: _____

CONTACT NAME: _____

ADDRESS: _____

VENUE: _____

PHONE #: _____ **FAX #:** _____ **EMAIL:** _____

Day

Date

Time (From – To)

Food & Beverage – see attached page

Minimum # of Guests _____

Maximum # of Guests _____

ESTIMATED TOTAL

The following is your estimated total _____. This total does not include applicable taxes and service charges.

DEFINITE BOOKING

Once you sign and return this letter, along with the required deposit of \$_____, your reservation will be confirmed and considered a definite booking. *All deposits are non-refundable.*

MINIMUM REVENUE COMMITMENT

Based on the approximate number of guests set forth above, a minimum of \$_____ in combined banquet food, beverage, and meeting room rental will be spent at your function. This minimum does not include service charges, tax, labor charges, audiovisual, or any other miscellaneous charges incurred. Should your final count drop below the approximate number of guests listed above, we will be happy to advise you about additional food and beverage alternatives to bring you back to the agreed upon minimum revenue figure for your function.

CANCELLATION POLICY

Either Risto's Place or Customer may cancel this contract, without cause at any time prior to the event by paying to the other party liquidated damages (agreed not to constitute a penalty) based on the following:

Thirty (30) days from arrival date (15%)

Twenty-nine (29) days to seven (7) days from arrival date (20%)

Six (6) days or less from arrival date (25%)

Twenty-four (24) hours or less from arrival date (50%)

Cancellations made under this provision shall be made by the canceling party to the non-canceling party by written notice and payment of the liquidated damages due at that time.

GUARANTEE COUNTS

The final attendance count must be received by the no later than Risto's Place by 5:00 a.m., five (5) working days prior to the commencement of the function (_____). This number will be considered a guarantee, not subject to reduction, and charges will be made accordingly. National Holidays are not considered working days and should be taken into consideration when submitting guarantees.

FOOD AND BEVERAGE

No food and beverage of any kind may be brought into Risto's Place by the Customer or any of the Customer's guests or invitees unless prearranged and approved by the Catering Office.

The following types of alcoholic beverage services are available. Please select one or more:

_____ Hosted Bar Package: Price for alcoholic beverages is charged per person for the contracted time.

_____ Consumption Bar: The price is based on a per-drink charge.

_____ Cash Bar: Guests pay cash for each drink.

CONTINGENCY

Performance of the agreement is contingent upon the ability of Risto's Place to complete same and is subject to labor, disputes, strikes, or picketing, accidents, government (federal, state, local) requisitions, restrictions upon travel, transportation, food, beverage or supplies and other causes, whether enumerated herein or not, which are beyond the control of Risto's Place. In no event shall Risto's Place be liable for the loss of profit or other similar or dissimilar collateral of consequential damages, whether based on breach of contract, warranty or otherwise. In no event shall Risto's Place liability be in excess of the total amount of the food and beverages contracted heretofore.

PAYMENT

Payment must be made in the form of cash or check made payable to Risto’s Place Food & Spirits. A pre-approved credit card must also be submitted prior to your event for the charges that exceed your prepaid amount. Paying by credit card will incur an additional 3% to the final bill to cover transaction fees. There is a 10% room fee of the total food and beverage cost that covers set up, break down, and table dressings.

TAXES

All state and local taxes which may be imposed or be applicable to this agreement and to the service rendered by Risto’s Place are in addition to the prices herein, and the Customer agrees to pay them. North Carolina applicable tax is 6.75%.

SERVICE GRATUITY CHARGE

20% Service Gratuity Charge and applicable taxes shall be added to all charges for the event.

LIABILITY

The Customer agrees to be responsible for any damage done to the function rooms or any other part of Risto’s Place, or any other off-site premises at which the function may be held, by the Customer, his guests, invitees, employees, independent contractors, or other agents under the Customer’s control. Risto’s Place will not assume or accept any responsibility for damage to or loss of any merchandise or articles left in the venue prior to, during, or following the Customer’s function.

PERMITS/LICENSES

In the event that the Customer’s function requires a permit or license from any governing body, local, state or federal, the Customer is solely responsible for obtaining such license or permit at Customer’s expense.

AGREEMENT

The agreement shall be considered accepted once both parties have signed below. By signing below you are stipulating that you have actual authority to bind the entity for which are representing and have presented yourself with apparent authority to do so. A signature delivered by facsimile or electronic means will be considered binding for both parties.

CUSTOMER /GROUP

Date: _____ Name of Group/Function: _____

Signature: _____ Printed: _____

RISTO’S PLACE FOOD & SPIRITS, INC

Date: _____ Signature: _____

Printed: _____