

# *Summit House Restaurant*

## **Restaurant Event Agreement**

Function # \_\_\_\_\_ Function Date \_\_\_\_\_

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

### **FOOD AND BEVERAGE**

All food and beverages, with the exception of decorated cakes, must be purchased through The Summit House Restaurant.

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 and with no refund to the client.

### **DEPOSITS**

Advance deposits will be required to reserve facilities for a function. Deposits are refundable only with a notice of cancellation seven days prior to function date or thirty days prior if function date is between Thanksgiving and New Years day.

### **GUARANTEES**

A guarantee for the number of guests and invitees to be served must be received by our Private Party Manager five (5) days prior to your function date. If no guarantee is received, the client agrees to pay a minimum guarantee not less than the estimate of guest received at the time of agreement acceptance. \_\_\_\_\_ init.

### **PAYMENTS, FEES, SERVICE CHARGES**

Charges will be based on the quoted dollar minimum, or the actual check total, whichever is greater. Credit Card payments must be made on the premises of the Summit House Restaurant, with the actual card, and the person named on the credit card must sign the voucher.

Prices quoted are subject to change up to the date of 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.

Additional and incidental charges must be paid the day of the function by cash or credit card. No personal checks over \_\_\_\_\_ will be accepted the day of the event.

A gratuity charge of 15% and a service charge of 4% will be applied to all food, beverage and other charges including, but not limited to Room Fees and equipment rental fees.

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

A Fee of \$450.00 plus rental fees for required furniture and equipment will be charged for a wedding ceremony performed on the premises of the Summit House Restaurant. The Summit House will provide coordination of the rehearsal and ceremony, arrangement of required rentals, set up and tear down.

**ADDITIONAL INFORMATION**

Contracting for floral arrangements, photographic services, decorated cakes, 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.

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

No amplified music, bands or DJ's will be permitted in the queen's room, clipper room, or patio areas.

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

For safety reasons, rice, birdseed, confetti, or other such materials are not to be used on the premises 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.

A permit is required from the City of Fullerton Community Services Department to reserve the gazebo / amphitheater in Vista Park. It is the client's responsibility to secure the permit and submit a copy to the Summit House Restaurant. Unless secured by a permit, the Summit House will not guarantee use of the Gazebo area or Vista Park by the client for any reason. If a permit is not secured, another permittee of the City of Fullerton may utilize the Gazebo concurrently with a Summit House Event. For additional information, contact the City of Fullerton Community Services Department 714-738-6575.

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)