

The Sky Room

CATERING CONTRACT

ALL RESERVATIONS AND AGREEMENT are made upon, and are subject to, the rules and regulations of The Sky Room and the following conditions:

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

CUSTOMER / GROUP NAME: _____

FUNCTION NAME: _____

CONTACT NAME: _____

ADDRESS: _____

VENUE/ TYPE OF FUNCTION: _____

PHONE #: _____ FAX #: _____ EMAIL: _____

Day	Date	Function	Time (From – To)	Food & Beverage Minimum	# of Guests

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 guestroom charges, 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 on additional alternatives in food and beverage which will bring you back up to the agreed upon minimum revenue figure for your function.

CANCELLATION POLICY

Either The Sky Room 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:

One hundred eighty (180) days or more from arrival date	(25%)	\$
One hundred seventy nine (179) days to thirty one (31) days from arrival date	(50%)	\$
Thirty (30) days or less from arrival date	(100%)	\$

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 Catering Office no later than 11:00 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.

TAXES

All state and local taxes / charges which may be imposed or be applicable to this agreement and to the service rendered by The Sky Room are in addition to the prices herein agreed upon, and the Customer agrees to pay them.

FOOD AND BEVERAGE

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

The following types of alcohol beverage service 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.

----- No Host Bar: Guests pay cash for each drink.

CONTINGENCY

Performance of the agreement is contingent upon the ability of The Sky Room 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 The Sky Room. In no event shall The Sky Room be liable for the loss of profit or other similar or dissimilar collateral or consequential damages, whether based on breach of contract, warranty or otherwise. In no event shall The Sky Room's liability be in excess of the total amount of the food and beverages contracted heretofore.

PAYMENT

Payment will be made by Check. The estimated charges for this event will be due thirty (30) business days prior to arrival. Final payment made by credit card at the conclusion of the event.

SERVICE CHARGE

A 21% Service 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 The Sky Room, The Breakers building, 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. The Sky Room 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. It is our understanding that you are empowered by your group to make these arrangements. A signature delivered by facsimile or electronic means will be considered binding for both parties.

ARBITRATION

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Long Beach, California, before one arbitrator. At the option of the first to commence an arbitration, the arbitration shall be administered either by JAMS pursuant to its Streamlined Arbitration Rules and Procedures, or by the American Arbitration Association pursuant to its Commercial Arbitration Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

Allocation of Fees and Costs: The arbitrator may, in the Award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

CUSTOMER / GROUP

Date: _____

Name: _____

By: _____

Printed: _____

THE SKY ROOM

Date: _____

By: _____

Printed: _____

Date: _____

Approved: _____
General Manager, The Sky Room