

Hard Times Catering Contract

(On-Site)

Payment Terms

This contract must be returned with a **50%** deposit in order to secure a reservation for any event. This deposit is not refundable if event is not cancelled within the terms of this contract. Final payment of balance due is paid immediately at the conclusion of the event. This contract may be cancelled by Hard Times at anytime if client does not adhere to this payment schedule. If cancelled by Hard Times for untimely payment, client forfeits all deposits paid. Hard Times accepts cash and major credit cards as forms of payment.

Reserving Space

To guarantee space a deposit is required and will be applied to the final cost. Any reservation prior to the receipt of payment is deemed tentative and will need to be booked within **48** hours of notice from Hard Times due to demand. After that a tentative reservation will be cancelled. Room Deposits will be required for space reservations.

Verification of Number of Attendees

Menu selection and minimum meal guarantees are due **14** days in advance of any meal function. Hard Times requires the final guaranteed attendance at least **5** days prior to all food functions. Should Hard Times not receive the requested final expected guaranteed attendance at least **5** days prior to the event, Hard Times will prepare for the original estimated attendance amount and charge for the original estimated attendance amount or the number actually in attendance, whichever is greater. The final guaranteed attendance is NOT subject to reduction. If additional food is required after the final guaranteed attendance is given, please contact Hard Times Cafe immediately and we will make every effort to accommodate your request.

Menu

Menu options and selections must be decided upon when details of function are booked. Changes can be made up to **5** days before the scheduled event, subject to availability of products and pricing adjustments. See other rules above that may apply. We encourage our guests to make menu choices as early as possible to avoid any last minute issues.

Food & Beverage

Hard Times policy requires that all food & beverage purchased for on-site functions must be consumed on the premise and purchased solely through Hard Times. All federal, state and local laws related to food and beverage purchases and consumption will be strictly enforced. Outside food and/or beverages are not permitted in any Hard Times establishment because it violates state and local health codes. This does not include specialty cakes. Removing buffet food from an event once it has been on display violates local health code; no "to-go" of leftovers is permitted.

Alcohol Consumption

Everyone consuming alcoholic beverages must be **21** years of age or older and will be asked to present valid identification when ordering.

Pool Tables

Pool can be booked through your function package at **\$10** per hour per table, if not included in your package.

Gratuity

An **18%** gratuity is applicable and will be added to all catered functions in house.

Cancellations

If a function is cancelled **14** days prior to the scheduled event, the **50%** deposit will be returned, except when cancelling a December event, which requires **30** day notice. Any cancellation less than **14** days will result in forfeiture of the deposit.

Guarantee

Hard Times requires a final count **5** days in advance of an event. Client agrees to pay for number of attendees listed on the invoice; this includes those individuals accounted for in the final head count that do not attend. Additional guests will be charged based on the original rate. No adjustment will be made for guests accounted for in the final head count that do not attend.

Collection Fees

Should Hard Times employ an attorney to collect any amounts due hereunder, the client agrees to pay all costs incurred by Hard Times Cafe including but not limited to reasonable attorney's fees, court costs and expenses.

Tax Exempt

Planners requesting tax exempt status are required to submit a copy of their registered exemption certificate when booking the event. Failure to do so may result in Hard Times' inability to honor the request.

Liability

Hard Times promotes a safe and friendly atmosphere. Hard Times reserves the right to inspect and control all events and ask any guest to leave the premises at any time if it has been determined that their behavior is inappropriate, dangerous, disruptive or destructive. Any damages to the premises will be charged to the client. Client agrees to indemnify and hold Hard Times harmless against all claims for injury or damage to persons or property arising out of any act, omission, negligence or misconduct on the part of said client or any of its agents, guests, patrons or invitees.

Personal Property

Hard Times can not assume responsibility for personal property and equipment brought into Hard Times during the event.

I hereby agree to the above terms and conditions as set forth in this document.

Authorized Client Signature

Date

Hard Times Representative

Date

Hard Times Catering Contract Order

Please return this contract signed when providing your deposit.

Function Date: _____ Estimated Count: _____

Estimated Cost: _____

Company Name: _____

Address: _____

Contact Person: _____

Phone: _____ Cell: _____

Fax: _____ Email: _____

Arrival Time: _____ Food Service Time: _____

Room Request: _____

To pay deposit by credit card:

Type: (please circle) AMEX, VISA, MC, DISCOVER

Name on card: _____ Sign Here: _____

Card Number: _____

Amount to be Charged to Card: _____

Expiration Date: _____ CVV Code: _____

Authorized Client Signature

Date

Hard Times Representative

Date

Hard Times Room Deposit

Room Reservations are held for 48 hours for payment to be made. Customer can cancel up to 14 days before event (30 days in Dec.) to receive deposit back.

Function Date: _____ Estimated Count: _____

Room Location Requested: _____

Total Room Charge: _____

Name: _____

Address: _____

Phone: _____ Cell: _____

Fax: _____ Email: _____

Arrival Time: _____

Food Requested (if any): _____

To pay deposit by credit card:

Type: (please circle) AMEX, VISA, MC, DISCOVER

Name on card: _____ Sign Here: _____

Card Number: _____

Amount to be Charged to Card: _____

Expiration Date: _____ CVV Code: _____

Authorized Client Signature

Date

Hard Times Representative

Date