



EVENT AGREEMENT

PRICING: prices listed are current and will be confirmed 30 days in advance of the event. all food and beverage is subject to a 20% service charge.

GUEST GUARANTEE/ATTRITION CLAUSE: guaranteed guest counts are due 2 business days in advance of the event. if no guarantee is received, client will be charged for the most updated guest count given, or for the number of guests in attendance, whichever is greater. should the actual number of guests fall below the guarantee, client will be charged for the difference. guarantees are charged based on the estimated cost per person, with the following minimums - \$25 /person for dinner events and \$15/person for lunch events. due to room specifications Bay 13 will not be obligated to serve or set up for more than 5% above guaranteed number. Bay 13 reserves the right to move function if guaranteed guest count is not within original estimated guest count. **initial**

DEPOSIT/CANCELLATION: a minimum of \$250 is required upon signing of this event policy agreement. in the event of a cancellation within 30 days of the original event date, the deposit is non-refundable. should the event cancel more than 30 days in advance of the original event date, all deposits may be applied to a different date within one year of the original event date. Bay 13 reserves the right to request additional deposit as necessary.

PAYMENT/ROOM FEES: all charges less any advanced deposit, will be presented on one guest check and are payable at the immediate conclusion of the event. Bay 13 does not charge an initial room fee, however minimum sales requirement + service charge is applied to private dining space. Final payment is accepted in the form of credit card, certified check, cash or money order.

FOOD AND BEVERAGE: due to health, safety and liquor laws, all food and beverage must be supplied by Bay 13. alcoholic beverages, including wine, may not be brought into the restaurant from outside sources. Bay 13 strictly adheres to all state and federal laws pertaining to sales and service of alcoholic beverages, including sales to minors and intoxicated persons. there are established food and beverage minimums' for each reserved area of the restaurant. if you do not meet the minimum, a room rental will be charged for the banquet space. non-hosted events require \$250 minimum in bar sales or a \$50 server fee.

CONTRACTED SERVICES: any outside services contracted by Bay 13 (floral, audio-visual, bakery, dj) must be paid in full, in advance. payment is non-refundable if contracted services cannot be canceled.

DISPLAY AND DECORATIONS: all displays and/or decorations proposed by client will be subject to prior approval by a Bay 13 representative for each event date. Please, no glitter, confetti, birdseed or rice. nothing is to be taped or pinned to any walls. any damage caused to the premises will be the responsibility of the client. **initial** _____

SECURITY: Bay 13 reserves the right to inspect and control all events, and may, at the discretion of the management, require security for certain events, particularly those with minors in attendance. the cost of such services will be the client's responsibility. Bay 13 will not assume any liability for theft of damage to personal property occurring prior to, during, or after the event.

EXCUSED NON-PERFORMANCE: Bay 13 shall be excused from performing any obligations under this agreement for so long as such performance is prevented, delayed or hindered by an act of god, fire, flood or explosion, strikes, labor disputes; inability to procure labor, equipment materials or surplus, or any other causes beyond reasonable control. if food or services specified cannot be furnished for any reason due to such circumstances, other food and services may be substituted at prices ordinarily charged for them, but not in excess of the price agreed upon.

RESERVATION TIME: in an effort to honor all contracted event times, Bay 13 is unable to hold tables more than 15 minutes beyond the reservation time. group dining space is reserved for a 3 hour time period. an hourly surcharge will be added to any function exceeding reserved time.

GROUP NAME: _____ **EVENT DATE:** _____

a signature indicates that you have read and agree to the terms as outlined above.

signature _____ date _____

for credit card deposits: I authorize Bay 13 to charge a \$ _____ deposit to my account number listed below.

CC# _____ expiration date _____

client/credit card owner authorized signature _____