

PRIVATE DINING CONTRACT

- 1. **CONTRACT and DEPOSIT**: A signed Private Dining Contract and a two-hundred-dollar (\$200.00) room deposit is required for all dinner parties. A three-hundred-dollar & fifty dollar (\$350.00) *nonrefundable room fee is* required for all Lunch Parties.
- MINIMUM: A minimum of 20 adult guests must attend to reserve the private dining. Parties of 19 or less may reserve the private dining area for a firm additional \$250 fee. Parties of 10 or less may reserve the private dining area for a firm \$350 fee. This will cover the loss of larger party bookings. Minimum guest fees are nonrefundable and must be paid in full at the time of booking to secure your date.
- 3. Menu Selections will need to be finalized and sent NO LATER than 14 days prior to your event. Should you not provide your menu selections 14 days in advance, a \$500 fee for a lunch party or a \$1000 fee for a dinner party will be charged to the card on file, and the date will become unsecured and available. You consent to your party cancellation and the fees listed above charged accordingly..
- 4. CANCELLATIONS: For all cancellations of events, the deposit and any fees associated is forfeited. If cancellation is 8 days or less from the date of the event then a minimum of \$600 for lunch party bookings, or a minimum of \$1000 for dinner party bookings will be charged to the card on file.
- 5. MENU SELECTION: For all functions, Lucrezia® must have your selected menu FOURTEEN days prior to the function date (completed form submitted). Lucrezia® Ristorante reserves the right to substitute an entrée of equal or greater value at the client's expense if the guest number increases. Lucrezia® will charge for the guaranteed number of guests, or the total number served, whichever is greater, in addition applicable fees. b. If you are deviating from the *pre-set* menu by picking more items from any category, a surcharge of a minimum 10% will be adjusted to the per person price. If you offer more than two entrées an exact count of each item is required Ten (10) days prior to your event.
- 6. GUEST GUARANTEE: For all functions, Lucrezia® must have a guest number confirmation FOURTEEN (14 days) prior to function date. Lucrezia® will consider this number the guarantee, under 20 adult guests, see item 1. If no guaranteed number is received within seven days prior to function date, Lucrezia® will consider the original expected guest number on page three of this contract as the final guest count. Children are welcome but are expected to be supervised at all times. They may not wander outside of the party room.
- 7. **PRICING:** The prices quoted herein for any function which takes place within ninety days after the date of execution of this contract are firm. The prices for any function taking place more than ninety (90) days after the date of execution of this contract are subject to change without notice; however, Lucrezia® Ristorante guarantees that food and beverage price increase that impact already signed contracts will not exceed 10%. Our Private Dining Client must confirm menu prices with our manager TEN DAYS in advance of their planned event.
- 8. FOOD AND BEVERAGE: All Food and Beverages must be purchased and prepared through Lucrezia® Ristorante. The only exception is wedding or birthday cakes, nuts or mints. No other carry ins are allowed. If a cake is being brought to our Private Dining Center, there is \$1.50 per person fee for cake cutting and plating. All food and beverage must be consumed on the premises. Left over Lucrezia® food from no shows cannot be boxed and taken home. Absolutely NO ALCOHOLIC BEVERAGES may be brought into the premises, as this is a VIOLATION OF THE INDIANA ALCOHOLAND TOBACCO COMMISSION.
- 9. **BARTENDER FEES:** All groups of 20 or more requesting full liquor service upstairs that do not buy a bar package, will require a private bartender. A \$100 bartender fee will be added.
- 10. **FINAL PAYMENT**: Private Dining Client agrees to pay the current menu price as quoted by manager.. Final payment for the function must be made at the completion of the function. Payment can be made by cash, debit or credit card.



- 11. HOURS: LUNCH PARTIES WILL BE ALLOTED 2 HOURS. DINNER PARTIES WILL BE ALLOTED 3 HOURS. Dinner parties of 35 or more guests will be allotted FOUR hours. All lunch events may use our Private Dining Center between 1:00 p.m. to 3:30 p.m. All evening dinner events scheduled on Wednesday through Sunday may use the Private Dining Center from 5 p.m. until 9 p.m. All evening dinner events on Friday and Saturday may use Dining Center from 5 p.m. until 10 p.m. Additional hours may be added for a fee of \$150 per hour and will be automatically charged should your party exceed the 15 minute mark past the hour upon which your party should have concluded.
- 12. **TAX AND GRATUITY:** A 20% service fee and 7% Indiana sales tax are added to all Private Dining functions.
- 13. **MEDIA:** We welcome your screen projectors, video presentations, microphones, or P.A. systems to make your event more effective. We ask that you obtain management approval prior to event.
- 14. **ENTERTAINMENT:** No loud entertainment of any kind will be permitted to be brought into Lucrezia® Ristorante by the Client or his/her guests or invitees without prior written consent of Lucrezia® Ristorante management. DJs and loud bands are not permitted.
- 15. **QUALITY STANDARDS:** Lucrezia® reserves the right to enforce its quality standards, concerning dress and decorum, at all functions. Lucrezia® Ristorante reserves theright to refuse to serve any person who in the judgment of its management is under the influence of alcohol or any controlled substances, or to request that such a person leave the premises. Lucrezia® Ristorante reserves the right to ask for proper identification prior to serving any alcoholic beverages to any person requesting such service. Lucrezia® Ristorantereserves the right to close the bar before the designated ending time should we deem it necessary.
- 16. DECORATIONS: Decorations must be approved by Lucrezia® Ristorante management. All display exhibits and decorations must conform to fire and safety codes. The Client is responsible for taking down all approved decorations before leaving. Confetti is not permitted. If confetti is brought in, an additional \$150 clean up fee will be charged. If ice sculptures are brought in by the party, they are responsible for set-up and removing the ice sculpture and water associated with it at the end of the event, or a \$150 charge will be assessed.
- 17. The client agrees to indemnify and hold harmless Karavan Restaurants Inc. d.b.a. Lucrezia® Ristorante, its agents or employees for any costs incurred, including attorney's fees, arising as a result of any injury to person or damage of property, or any other claim whatsoever resulting from client's use of the premises.
- 18. Navarak Restaurants Inc. d.b.a. Lucrezia® is not responsible for damages to or the theft of parked automobiles or contents thereof during the scheduled event.
- 19. Navarak Restaurants Inc. d.b.a. Lucrezia® is not responsible for any lost or stolen items.
- 20. The Client assumes responsibility for any damage that may occur on the premises: this includes any breakage of glasses and/or dishes, damage of walls, carpet, wood flooring, etc. Lucrezia® Ristorante management reserves the right to assess a service charge for any damages and/or excessive clean-up beyond the expected normal range of a planned function.
- 21. The Client agrees to ensure that the event scheduled and any persons in attendance will conduct no illegal activities.



22. Lucrezia® shall not be liable for non-performance of this contract when such nonperformance is attributable to labor troubles, disputes or strikes, accidents, government (Federal, State and Municipal) regulations of, or restrictions upon travel or transportation, nonavailability of food, beverage or supplies, riots, national emergencies, acts of God and other causes whether enumerated herein or not, which are beyond the reasonable control of Lucrezia® Ristorante preventing or interfering with the restaurants performance of its obligations under this contract.



Page FOUR – Lucrezia® Private Dining Contract PRIVATE DINING CONTRACT FORM

TODAY'S DATE: TYPE OF EVENT:	
DATE OF EVENT: ARRIVAL TIME:	
GUEST COUNT ESTIMATE: CLIENT/CONTACT PERSON:	
PHONE NUMBER: FAX_NUMBER:	
E-MAIL ADDRESS:	
□\$350 ROOM FEE REQUIRED LUNCH – Wednesday through Sunday – CLOSED MON/TUES □\$200 DEPOSIT REQUIRED DINNER □\$250 UNDER 20 GUEST MIN FEE OR \$350 for UNDER 10 GUEST MIN FEE	
✓ PAYMENT OPTIONS: SECURITY CODE: □ CASH □ MasterCard □Visa □ Discover CREDIT CARD #: <u>American Express will be accepted for a 3.5% service</u> <u>charge. Please initial here to agree to terms.</u> I UNDERSTAND THAT I NEED TO SUBMIT MY MENU CHOICES NO LATER	
ΓHAN 14 days, before the event. Should I fail to submit my menu choices, I have rea	d
and agree to pay all fees listed in item 3. I acknowledge that in addition to the fees charged, I am aware that my party will be canceled, and the date/time chosen will be ravailable to the public.	nade
NAME AS APPEARS ON CREDIT CARD:EXP. DATE:	
I hereby authorize Lucrezia® Ristorante to debit the above credit card in the amount of two hundred dollars to be applied as security deposit for the above reservation, along with applicable under 20 guest applicable fee	

SIGNATURE

DATE

This contract is made in the State of Indiana and shall be construed and enforced in accordance with the laws of such State. This Private Dining Contract constitutes the entire agreement between parties and may not be modified or amended except by an instrument in writing signed by both the Client and Lucrezia® Ristorante. "The undersigned acknowledges that he/she has read and understands the Private Dining Contract including this page and; the preceding two pages by signing and dating below the undersigned accepts this contract and agrees to comply with same."

SIGNATURE

DATE