



CATERING AGREEMENT

A Deposit of _____ is required at the time of booking to confirm your date. The deposit will be subtracted from the total balance of your final bill.

In the event that you should have to cancel your event, for any reason, all funds are **non-refundable**. Failure to abide by the terms of this Agreement, such as; date deadlines and deposits, LaMalfa has the right to cancel your event without notice.

NOTE: ONLY THE PERSON SIGNING THIS AGREEMENT CAN CANCEL AND IT MUST BE DONE IN PERSON BY APPOINTMENT ONLY. EMAIL AND VOICEMAIL IS PROHIBITED.

I have read and agree to abide by the cancellation policy stated on this contract. _____ (Please Initial)

We proudly honor MasterCard, Visa, American Express, Discover Card. LaMalfa reserves the right to charge a monthly periodic interest rate of 1.5% with an annual rate of 18% if accounts are not paid. _____ (Please Initial)

- LaMalfa Bars enforce a strict **“No Shot”** policy and adheres to checking identification for alcoholic beverages, guests 21 years and older, governed by Federal and local laws.
- We prepare the food based on your final count and **do not provide ANY "take home" food or “food tastings”**. No outside food or beverage is allowed on premise without written approval from Catering Coordinator.
- LaMalfa provides a locked box for gift envelopes, but is not responsible for its contents.
- No banners or signage is allowed to be affixed, posted or hung on walls, ceilings or drapes.
- The Lobby Area is a **common** area and is not available for your individual use.
- LaMalfa reserves the right to share name and address of customer for marketing and sales solicitation.
- LaMalfa is not responsible for your guest’s behavior or actions.
- Client is responsible to adhere to the terms of the Entertainment & Decoration Agreements if applicable
- Client is responsible to seat and provide meals for entertainment, photographer & videographer personnel.
- **Audio Visual Equipment:** When bringing in your own Audio Visual Equipment, LaMalfa is not responsible for setup, servicing or operating. No screens are allowed to be brought into our facility. Our 9x 12 screen is available for rent and includes setup (an audio visual technician is not required when renting only our screen). If you choose to rent our other equipment, we will setup and service the equipment to run properly and a professional technician will be scheduled at an additional cost.
**One Screen & One Projector required for One Ballroom. Two Ballrooms require Two Screens & Two Projectors, etc.
- **All deliveries, unloading of equipment, centerpieces, materials, boxes etc.** are received at the back entrance of the building. Please notify LaMalfa prior to delivery time

(Paragraphs I, II, III, IV pertain to Trade Shows)

(I) Exhibit materials will be received at the show site of dates specified in the Exhibitor’s Service Kit provided all exhibitors prior to the installation period. All installation and removal of exhibits is by schedule provided by Show Management to each exhibitor. No exhibit may be removed from the show during the run of the show.

(II) Exhibitor expressly agrees to indemnify and hold LaMalfa harmless from any and all liability and expenses, including attorney’s fees, resulting from claims against LaMalfa arising out of acts of omissions of Exhibitor, or from any activity occurring within the space assigned to Exhibitor. Exhibitor expressly agrees that is not responsible for and shall incur no liability whatsoever for any injuries to Exhibitor, its employees or agents, or for any damage or loss of property owned or controlled by, or in the custody of, Exhibitor or its employees. Exhibitor assumes all risks and hazards and damage connected with its exhibit.

(III) Exhibitor MUST PROVIDE PROOF OF LIABILITY INSURANCE COVERAGE IN THE AMOUNT OF \$300,000.00 COMBINED SINGLE LIMIT BODILY INJURY FOR ANY CLAIM BY THE THIRD PARTIES AND HAVE LAMALFA NAMED AS AN ADDITIONAL INSURED. Under no circumstances shall LaMalfa be liable for any loss of sales or consequential damages.

(IV) Exhibitor agrees to and is responsible for compliance with all federal, state, and local laws, codes and regulations governing its activities and the use of exhibit space assigned to it. Exhibitor is responsible for complying with all regulations and codes in the City of Mentor, Ohio and any costs for assessments which may be levied or incurred by an enforcement of the codes will be the responsibility of Exhibitor.

Exhibitor confirms reading Paragraphs I, II, III, IV pertaining to Trade Shows. _____ (Please Initial)

A CREDIT CARD IS REQUIRED TO BOOK YOUR EVENT. LaMalfa reserves the right to charge a monthly periodic interest rate of 1.5% with an annual rate of 18% if accounts are not paid.

Card #: _____ **Exp. Date:** _____

Type of card: Visa, Master Card, American Express, Discover: _____

Print Name on Card: _____

Charge deposit _____ **(Please Initial)** CARD HOLDER: INITIAL YOUR AUTHORIZATION TO CHARGE DEPOSIT

_____ month(s) prior to your event **A Second Deposit** of \$ _____ is required.

Second Deposit DATE DUE: _____ **(Please Initial)**

Menu finalization DATE DUE: _____ **(Please Initial)**

A guaranteed number of guests: DATE DUE: _____ **(Please Initial)**

- Number of guests your invoice will reflect
- Number of guests we will prepare food for
- Number of guests who must be accounted for in your final seating arrangements

Floor Plan: DATE DUE: _____ **(Please Initial)**

Full payment DATE DUE: _____ **(Please Initial)**

If full payment is not paid by due date, LaMalfa has the right to cancel your reservation.

Ballroom Assignments may be subject to change without notice. Ballroom access available **for the times agreed upon** on your summary. **(This includes centerpiece set-up and removal, entertainment, photographer and videographer, etc.)**

_____ Room(s) _____ Minimum/ _____ Maximum Other: _____

LaMalfa reserves the right to reassign function space according to numbers guaranteed and/or charge accordingly, depending on availability. Client is responsible to make payment in full for the minimum number of people, even if event does not reach the minimum number of people.

Day & Date of scheduled event: _____

Event Name: _____

I certify that I have read this Agreement before signing it, and agree to abide by all its provisions:

Customer's Signature: _____ Today's Date: _____

Print Name: _____ **(Person signing Agreement is person responsible for payment)**

Phone Number Day: _____ Phone Number Evening: _____

Emergency Phone Number: _____ Fax Number: _____

E-MAIL: _____ Address: _____

City: _____ State: _____ Zip: _____

Driver's License Number or Federal ID Number is required for Contract to be valid: _____

Please Return & Postmark By: _____ **5783 Heisley Road, Mentor, Ohio 44060**

If contract is not signed, LaMalfa has the right to cancel event without notice.

If negotiated terms change, facility has the right to cancel and reassign function space or find an alternative location to hold event on all meeting/banquet space, any controversy, dispute or claim arising out of or relating to this contract or breach thereof shall be settled only by arbitration in accordance with the rules of the American Arbitration Association. If client is held liable, client must obtain all arbitration costs relating to said case. Corporation Mikmar, Vine Beverage & Catering, Michael's Inc. dba LaMalfa.

_____ **(Please Initial)**

BOTH SIDES OF CONTRACT MUST BE COMPLETED, SIGNED & INITIALED IN IT'S ENTIRETY TO BE CONSIDERED VALID