



The Grillroom Contract
 33 W Restaurant Inc DBA Grillroom
33 West Monroe
Chicago, Illinois 60603

Party Name Wheaton Park District	Event Date 10/26/2016 (Wec	Booking Contact Laura Bessey	Site Contact Laura Bessey	Category Lunch
Address 102 E Wesley Street, Wheaton, IL 60187		Booking Tel (630) 510-5032	Booking Fax	Booked 1/26/2016
Booking Email lbessey@wheatonparks.org	Pin Guests 54	Gtd Guests	Sales Rep Megan Coarson	

A \$500.00 deposit will reserve your event for 54guests in the MAIN DININGRoom on Wednesday, October 26, 2016at 11:15 am

DEPOSIT DUE BY:2/1/2016

MENU SELECTIONS DUE BY: 10/12/2016

GUARANTEED GUEST COUNT DUE BY: 10/21/2016

MINIMUM \$1,200.00 (++) FOOD & BEVERAGE REQUIREMENT plus applicable Sales Tax and 20% Service Charge

All food, beverage, A/V equipment, room rentals, floral, rental equipment, and outside services are subject to a twenty (20%) percent service charge and an ten and one quarter (10.25%) percent rate of tax

BANQUET ROOMS							
Description	Arrival	Start	Bar	Serving	End	Description	Room
Lunch Plated	11:15 am	11:15 am	NA	11:30 am	1:15 pm	Lunch Plated	MAIN DINING

Setup Notes

TAX EXEMPT: E9997 3936 07

SET UP:

*** NOT PRIVATE, Long Tables next to each other in the main dining room- Not on Mezz

***Two Comp Meals

***Unlimited NA Bev package available for \$3.5/person

FOOD & SERVICE ITEMS			
Food/Service Items	Qty	Price	Total
(2) HOUR NON-ALCOHOLIC BEVERAGE PACKAGE <i>soda, juice, coffee, and tea</i>		3.50	
THE STATE PACKAGE <i>includes fresh bread</i>		40.00	

Subtotal	0.00	Total Value	0.00	Card Number	
Tax (11.5%)	0.00	Paid	0.00	Card Type	Expires
Serv Chg (20%)	0.00	Balance	0.00	Card Holder	
Additional Ser	0.00	Per Guest	0.00	Signature	

RESTAURANTS AMERICA TERMS AND CONDITIONS

- Reservations, Deposits & Cancellation Policy:** A signed contract and **\$500.00** deposit will guarantee a private dining reservation. Restaurants America is authorized to process the credit card provided above for aforementioned deposit amount and/or future payments. Except as otherwise provided below with respect to events in December, events may be canceled with prior written notice to the Director of Sales; however all deposits are non-refundable and non-transferable unless otherwise agreed in writing by Restaurants America (credit card guarantees are subject to the same penalties as a deposit). Except as provided below for December events an Event that is canceled within 72 hours of its scheduled commencement, (or an Event for which no cancellation was received and no guests show up), the Client shall remain subject to all anticipated charges associated with the Event assuming the attendance of the guaranteed number of guest and the expenditure of guaranteed Food and Beverage minimum set forth in paragraph 2 below. Any event booked for the month of December that is canceled by the Client within 90 days of the scheduled date of the event is subject to the complete charges of the food and beverage minimum plus corresponding service charge and sales tax as though such event had occurred with such number of guests and for such amount. ALL cancellations MUST be conveyed in writing to the Director of Sales at Restaurants America.
- Food & Beverage Minimums:** Client must incur a **\$1,200.00** minimum in food and beverage charge. In the event the minimum food and beverage requirement is not met, the difference between the agreed upon minimum and the actual food and beverage charges incurred will be added to the final bill. Food and Beverage minimums do not include the purchase of Gift Cards, service charges, sales tax, A/V equipment, room rentals, floral, rental equipment and outside services.
- Guest Counts:** Minimum guaranteed attendance must be received no later than 72 hours prior to the event. Guaranteed attendance cannot be decreased once it has been established. Client will be charged for the guaranteed guest count or actual count whichever is greater. Restaurants America will only prepare for 10% over guaranteed guest count. If the number of attendees at Client's event falls below the indicated guest minimum we reserve the right to change the location of Client's Event within the restaurant to a space more conducive to your group size, without pre-event notice. If a guaranteed guest count is not provided, client will be charged for the planned guest count.
- Payments:** All payments must be paid in full at the completion of the event. Payments may be made in the following forms: Cash, American Express, Diners Club, Discover, MasterCard, Visa, Certified or Cashier's Check. Personal checks are not accepted. Company Checks will be honored only with prior written approval by Restaurants America and with a credit card back up on file. The Client will reimburse Restaurants America of any and all collection costs incurred, including but not limited to Attorney Fees, Collection Agency Fees, Bank Fees, etc.
- Authorized Signature:** Any person signing an Agreement with Restaurants America in the name of a corporation, association, club or society, represents to Restaurants America that he/she is authorized to sign the contract on behalf of the organization.
- Taxes:** Client agrees to pay any and all federal, state, municipal or other taxes imposed on or applicable to the event.
- Tax-Exempt Status:** Groups or organizations claiming exemption from applicable federal, state or municipal taxes are responsible for providing Restaurants America a copy of the organization's tax exemption certificate before credit will be given for charges on applicable taxes. In the even Restaurants America does not receive a copy of the tax-exempt certificate then the appropriate federal, state and municipal taxes will be charged where applicable.
- Outside Food & Beverage:** No food or beverages may be brought into Restaurants America for an event without prior written approval from Restaurants America management. All approved items will be subject to a service charge.
- Excused Non-Performance:** Restaurants America shall be excused from performing any of its 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 or other causes beyond its reasonable control. Restaurants America may terminate the Agreement upon delivery of written notice to Client setting forth the reasons therefore, in the event that the Client fails to comply with the terms of the Agreement, including without limitation, the payment of deposits and observations of all rules and regulations of Restaurants America.

10. **Event Conduct:** Client agrees to conduct the Event in an orderly manner and in full compliance with applicable laws and rules and regulations promulgated by Restaurants America. Restaurants America reserves the right to refuse service to or remove any loud or disruptive member of the Client's party. The Client assumes full responsibility for the conduct of all persons in attendance at the Event other than Restaurants America employees or subcontractors, including its guests, members, employees or third parties hired by the Client and Client will be responsible for any damage done to any part of Restaurants America or property during any time the premise is being utilized by, or is under the control of, Client or the Client's agents, guests, employees or independent contractors hired by or on behalf of the Client.
11. **Alcohol Consumption:** All persons consuming alcoholic beverages on the premises of Restaurants America must be 21 years of age or older and have proper identification present. Restaurants America reserves the right to remove any person not in compliance with this policy.
12. **Deliveries:** With prior arrangement with the staff of the Director of Sales at Restaurants America. Restaurants America will accept packages delivered no earlier than three days prior to the Event. Any shipments prior to such date or deemed excessive in size or volume may be subject to storage fees.
13. **Special Orders:** Client agrees to pay all expenses owing to third parties with respect to arrangements made by Restaurants America on the Client's behalf such as with respect to furniture and linen rentals, flower orders and musicians. The cost of these items is also subject to a service charge owing to Restaurants America, as provided in paragraph 19 below.
14. **Decorations:** All displays and/or decorating proposed by the Client will be subject to prior written approval of Restaurants America. Decorations cannot be taped, stapled or nailed to Restaurants America walls or windows. Decorations including candles require approval from Restaurants America to ensure compliance with local fire code. Use of confetti is prohibited, \$250.00 clean up fee will apply if confetti of any kind is used.
15. **Personal Property Liability Release:** Restaurants America assumes no responsibility for any personal property of the Client or Client's guests brought onto Restaurants America premises and left thereon, either prior to or following the event. Client shall bear the risk of loss of any such property, and Restaurants America does not maintain insurance covering the Client's property.
16. **Security:** If deemed necessary by Restaurants America in order to maintain adequate security with respect to the size and nature of the event, Restaurants America may obligate Client to hire security personnel for the event. Security services must be supplied by a reputable licensed guard or security agency that conducts business within the same county in which Restaurants America located. Security personnel shall not carry weapons, shall coordinate with Restaurants America management and shall be restricted to the space reserved for the event referenced. The security firm and number of security personnel hired for an event is subject to final approval by Restaurants America.
17. **Indemnification:** Client agrees to protect, indemnify, defend and hold harmless Restaurants America and its respective employees and agents from any and all loss, damage, cost, expense, penalties, fines and liability incurred by Restaurants America, including, without limitation, with respect to its premises, resulting from the conduct of Client or any guest, agent, contractor, employee or representative of Client, at any Event.
18. **Event Times:** This Agreement states beginning and ending times for the event. Exceeding the set event times is subject to Restaurants America management approval and a charge of \$250.00 for every additional hour.
19. **Service Charge & Sales Tax:** All food, beverage, A/V equipment, room rentals, floral, rental equipment and outside service charges are subject to a 20% service charge. All aforementioned charges will be charged applicable sales tax.

The undersigned agrees to be bound by the foregoing Agreement, including Restaurants America Private Dining Terms and Conditions that are an integral part of such Agreement.

Client: _____

Date: 2/1/16