



150 N. Dearborn Ave, Chicago, Illinois 60601 P: 312-422-0150 F:

TERMS & CONDITIONS

This event contract ("Contract") is made and entered into as of March 1, 2017, by and between Petterino's Restaurant ("Restaurant") and Wheaton Park District ("Patron"). In consideration of the provisions set forth below, the parties agree as follows:

Petterino's Restaurant professional banquet staff is at your disposal to assist with the responsibilities of planning your forthcoming food and/or beverage functions. All reservations and agreements are made upon, and subject to, the rules and regulations of Petterino's Restaurant, as they may be in effect from time to time and the following regulations:

1. Patron's final guest count must be provided no later than THREE (3) business days prior to the commencement of the function. This number will not be subject to reduction and charges will be made accordingly. Otherwise, the estimate listed on this contract will be used as the final guest count guarantee. Restaurant cannot be responsible for services for guests more than 5% over guarantee. Increases above 5% can only be accepted with the consent of management.
2. A 25% reservation fee is due at the time of the reservation. An additional 50% reservation fee may be required 60 days prior to the function date. Final payment for the function must be made on the day of the function by cash or credit card only.
3. If cancelled within sixty (60) days of function date, the reservation fee is non-refundable if we are unable to rebook the contracted room for a similar revenue event.
4. It is customary to provide a gratuity to the service staff. The amount of any gratuity is in the sole discretion of the customer and is NOT included in the price of this contract. The service staff will appreciate your recognition of their work.
5. This Contract contains a 3% event planner service charge. State of Illinois Law also requires that sales tax be added to the cost of the event. For any function below thirty (30) persons there may be an additional fee added to the final bill.
6. Force Majeure: If for any reason beyond the Restaurant's or Patron's reasonable control - including, but not limited to strikes; labor disputes; acts, regulations or orders of government authorities; civil disorders; acts of war; acts of God; fires, flood, or other emergency conditions either party is unable to perform its obligations under the Contract, such nonperformance is excused and either party may terminate the Contract without further liability of any nature, upon full return of Patron's reservation fee, less any expenses incurred in preparation for the event. In no event shall the Restaurant be responsible for the loss.
7. The Restaurant will not be liable for damage to, or loss of any merchandise displayed or left anywhere, in the restaurant. Patron agrees to be responsible for any damage done to the premises or any other part of the restaurant, that is caused by the Patron, his guests, invitees, employees, independent contractors, or other agents, who are under the Patron's control, or the control of any independent contractor, hired by the Patron, during the period of time they are in the restaurant.
8. Each party will indemnify, defend and hold harmless the other party and their respective affiliates, officers, directors, partners and employees from and against any and all demands, claims, causes of action, damages, costs and expenses (including reasonable legal fees), resulting from the respective parties' act, omission or negligence in connection with the performance of this Contract.
9. No food or beverages of any kind will be permitted to be brought into the restaurant by the Patron's guests or invitees, without prior consent of the restaurant.
10. The prices quoted herein for functions which take place within ninety (90) days after the date of execution of the Contract are firm; any function taking place after 90 days could be subject to an increase.
11. This Contract is made in the State of Illinois and shall be construed and enforced in accordance with the laws of such State. This Contract constitutes the entire agreement between the parties and may not be modified or amended except by an instrument in writing signed by both the Patron and the Restaurant.
12. Use of drugs and liquor: The Restaurant reserves the right to enforce its standards concerning dress and decorum at the function. The Restaurant reserves the right to refuse to serve any person under the influence of alcohol or unlawful substances, or to request that such person leaves the premises. The Restaurant also refuses to serve alcoholic beverages to any person under the legal drinking age.
13. Rooms and Rental. The Restaurant reserves the right to re assign space within the private function rooms, if initial guest count should decrease or increase by 10%. A decrease in guest count could mean an additional room charge will be assessed.
14. Audiovisual Equipment: The Event Planning Department will arrange for rental of audiovisual equipment which you might require for meeting or program activities. Please advise the Event Planning Department of your final requirements at least 48 hours in advance of your meeting. The Restaurant cannot be responsible for storage of audiovisual equipment brought in by Patrons.
15. If Patron shall fail to pay when due any amount payable or any reimbursable costs for damages hereunder, such amount shall bear interest at the rate of 1.5% per month, and Patron shall pay the Restaurant for all of the Restaurant's applicable costs including collection costs, court costs and attorney fees.

16. Petterino's Restaurant Restaurant is the owner of its Intellectual Property, including but not limited to its name, logo and artwork. Patron's use of logo and artwork is prohibited without prior consent and approval from Restaurant.

17. In order to receive Lettuce Entertain You Frequent Diner points for parties, the following criteria must be met: (1) the Patron must be a current and active member of the Frequent Diner Program prior to the event date; (2) the party must be paid in full prior to any distribution of award points; (3) Frequent Diner points will be awarded for food and beverage only; (4) The name of the person receiving Frequent Diner Points must appear on the contract. In the case of a business event, either the planner or host may receive points. For social events, only the host is eligible to receive points. (5) Silver 3-Star and Gold 4-Star bonus points do not apply to private parties. No other discounts or Promotions can be used in conjunction with Frequent Diner points. Frequent Diner Reward Dollars are not valid for payments toward contracted private parties and group events.

18. Lettuce Entertain You Gift Cards will be accepted for payments of events up to \$1,000. Gift Cards cannot be used towards deposits but for final payments only. Holiday Bonus Certificates will not be accepted.

Patron Signature

No signature on file

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke extending to the right.



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