

Metropolitan Room

CATERING / EVENTS AGREEMENT

THIS CATERING AGREEMENT is entered into on Sunday, October 14, 2012 by and between:

_____ hereinafter referred to as the "CLIENT" and 34 West 22nd Comedy Corp.

(The Metropolitan Room) hereinafter referred to as the "CATERER"

Particulars

WHEREAS The CLIENT will have an event/function described as follows:

Event/Function Name:

Space(s) Used:

Date of Event:

Times:

Guest Count:

WHEREAS the CATERER is a duly and registered Venue.

WHEREAS the CATERER agrees to provide catering service for CLIENT'S above stated event/function.

NOW THEREFORE both parties bind themselves and agree as follows:

DEPOSIT

A 50% estimated deposit is due at time of booking, unless other arrangements have been made.

Please note that 50% of your deposit will be refunded with a 14-day notice and a non-refundable deposit will result with a 13 day or less cancellation notice.

FINAL PAYMENT

CLIENT will make a Final Payment for their event, and is due between three days prior to the day of the event.

FINAL GUEST COUNT

Final Guest Count, not subject to reduction, is due 3 days prior to your event date(s). If CLIENT needs to increase the guest count within 3 days of event date, CATERER will make every effort to accommodate the request.

Metropolitan Room

34 West 22nd Street, NYC 10010 | 212.206.0440 | MetropolitanRoom.com

Booking Manager: Bernie@MetropolitanRoom.com

Events/Catering Manager: Joseph@MetropolitanRoom.com

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GUEST COUNT OVERAGE

CLIENT will only be charged for the guaranteed number of guests served. If there is more guest attending than the guaranteed guest count, the CATERER will charge the CLIENT accordingly.

GUEST COUNT REDUCTION

If the CLIENT'S Final Guest Count is reduced by 20% or more than the latest estimated guest count, the menu cost may increase proportionally (based on present prices).

CHILDREN

Children under the age of five (5) are free of charge, unless CLIENT wishes to provide service/seating for them. Children six-twelve (6-12) years of age will be charged at half price on the agreed upon cost per person.

FOOD QUANTITY

CATERER will prepare between five- ten percent (5%-10%) overage based on the final number of guest count registered by CLIENT. Part of this overage is to include food for the staff and/or service providers. CLIENT will not be charged for this.

LEFTOVERS

In accordance with appropriate Health Codes, CATERER reserves the right to discard any leftover food items, after the agreed upon event timetable, where there is a reasonable risk for food borne illness to occur.

RENTALS

CATERER may provide all or part the rental items for the event. However, certain items may incur restocking & cancellation fees. If CATERER arranges rentals, for the CLIENT, through a rental company, CLIENT will have to pay the rental company directly. Any loss or damage to any rentals will be billed to CLIENT after the event.

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ASSIGNABILITY

This contract is not assignable without the prior written consent from the CATERER.

POSTPONEMENT

If events or occurrences beyond the party's direct control such as, but not limited to, the following: acts of God, disease, war, threat of war, government retaliation against foreign enemies, government regulation or advisory, disasters, earthquakes, hurricanes, accidents or other casualty, strikes or threat of strikes, civil disorder, terrorist acts and/or threats of terrorism, acts of foreign enemies, curtailment of transportation services or facilities prevent at least twenty-five (25%) of attendees from attending the Event or a similar intervening cause beyond the direct control of either party making it illegal or impossible to hold the Event at the CATERER or to provide the services outlined in the Agreement, CATERER and CLIENT agree to postpone event until a later date that is mutually agreed upon. Remaining balance due date will be postponed to new event date.

TERMINATION

If a fire or similar event renders the venue uninhabitable and CATERER does not secure suitable facilities to CLIENT's reasonable satisfaction to be used during the Event Dates, CLIENT may terminate the Agreement with written notice to CATERER and CATERER will refund all deposits (including non-refundable deposits) and prepayments to CLIENT within 30 days of the notice of termination and CLIENT will not be obligated to pay any monies due or may otherwise be due to CATERER.

CANCELLATION BY: CLIENT / CATERER / ACTS OF GOD

All prepayments and deposits are returned in full (less \$ _____.00) if the event is cancelled by CLIENT, the CATERER or by an act of God, 180 days or more, from the event date.

If the event is canceled, between ninety (90) days and one hundred seventy nine (179) days from the event date, all prepayments and deposits are returned to CLIENT in full (less Fifty percent (50%) of the service deposit amount up to but no more than \$_____.00.

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If the event is canceled, within eighty nine (89) days of the event date, all deposits and prepayments are forfeited in full. If CATERER is able to re-book the date with a similar event, all prepayments and deposits are returned in full (less \$ _____.00 service fee).

CANCELLATION BY CATERER

CATERER reserves the right to terminate this contract for any valid reason.

IF CATERER terminates this contract before thirty (30) day period prior to the event date, all deposits and prepayments will be returned in full within ten (10) days.

IF CATERER terminates this contract within the thirty (30) day period prior to the event date, all deposits and prepayments will be returned in full within ten (10) days as well as an additional \$____.00 as penalty.

DAMAGE

CATERER assumes no responsibility for ANY damage or loss of merchandise, clothing or other valuables prior to, during or after the event. CATERER will do everything possible to ensure that all of CLIENT's supplies, rentals and equipment are cared for and maintained in good working order and without damage.

When providing the location for the event/function, the CLIENT, understands that accidents/breakage and/or damage may sometimes occur. CATERER will not be liable for any damage or loss, unless specifically caused by the willful negligent actions or conduct of CATERER or its employees.

CATERER LIABILITY

CLIENT absolves CATERER from any third party claims, except for actions caused by CATERER and/or negligence of its employees.

INSURANCE

CATERER maintains _____, _____ and Alcohol/ Liquor Liability Insurance.

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TAXES

CLIENT will be charged the applicable current rate for all services rendered as determined by the NY State Tax Laws.

UNLAWFUL ACTIVITIES

The CLIENT will comply with all the laws of the United States of America and the State of New York, all municipal ordinances and all lawful orders of police and fire departments, and will not do anything on the event/function premises in violation of any laws, ordinances, rules or orders. If unlawful activities should occur on the premises, and the event is cancelled, there will be no refund of any kind from CATERER to CLIENT.

AMENDMENT AND SUPPLEMENT

Any amendment and supplement to this Agreement shall come into force only after a written agreement is signed by both parties five (5) days before the event/function date. The amendment and supplement duly executed by both parties shall be part of this Agreement and shall have the same legal effect as this Agreement.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

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IN WITNESS THEREOF the parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the date first set forth above.

CATERER: JOSEPH MACCHIA / Metropolitan Room Catering and Events Representative

Authorized CATERER Signature: _____ Date _____

CLIENT:

Authorized CLIENT Signature: _____ Date _____

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Deposit Amount \$ _____

Credit Card Information:

Visa/MC # _____

Name on Card _____

Expiration Date _____

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Contact Person:
Cell Phone:
Email:
Event Type:
Date of Event:
of Guests:
Guest Minimum:
Location (Showroom, Lounge or Both):
Schedule:
Table/Seating Arrangement:

Bar Service:
Food:
Entertainment:

Fees:

Space Usage \$_____ X _____ hrs	\$
Bar Service	\$
Hors D'oeuvres	\$
Buffet Dinner	\$
Entertainment	\$
A/V Technician	\$
Videographer	\$
Photographer	\$
Florist	\$
Coat Check	\$
Host X_____	\$
Break-down and Clean-up	\$ 100
Gratuuity (20%)	\$
Tax (8.875%)	\$

TOTAL: \$

DEPOSIT: \$

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BALANCE DUE \$

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