******

***Atlas Grill Event Contract***

This contract, dated March 24, 2014 between Regents of the University of Minnesota, through (hereinafter "Patron") and Atlas Grill , Inc., (hereinafter Atlas Grill) pertains to an Event or Events where patron desires Atlas Grill to provide food and beverages, and establishes certain terms and conditions with respect thereto. Patron hereby reserves, and Atlas Grill hereby accepts reservations for, the following Event(s):

|  |  |  |  |
| --- | --- | --- | --- |
| **Patron Name** |  | **Arrival time:** | **Vacate Time:** |
| **Address** |  | **Service Charge Rate of:** | 20% |
|  |  | **Payment Method** | Cash, Check or Credit Card |
|  |  | **Payment Schedule** | **Deposits are not refundable** |
| **Event Date** |  |  |  |
| **No. of Guests** |  | **Security Fee** | $ |
| **Event Location** |  | **Total Amount Due in Advance** | $ |
| **Event Type** |  | **Agreed Food & Beverage Minimum** | $ |

Pre-Event set-up requirements must be included in the contracted reservations and may be subject to additional charges. The parties agree that the foregoing reservations are made and accepted subject to the following terms and conditions:

**Rent/Licensing & Fees** All costs related to location rental, and additional licensing must be paid by Patron.

**Tax & Service Charges** All food and beverage sales are subject to applicable sales taxes, plus Service Charges as indicated above. No additional gratuity will be charged or expected

**Guarantees** Patron agrees that Atlas Grill, by accepting this Event reservation, has incurred significant costs as consideration for this Contract. It shall be Patron's responsibility to notify Atlas Grill of changes in the number of attendees with respect to any Event. Changes will be accepted by Atlas Grill until 12:00 noon three days prior to the Event. Should Patron substantially reduce the number of anticipated attendees and/or cause any material reduction in contracted revenues for a given Event, Atlas Grill shall have the right to renegotiate charges to Patron without liability to Atlas Grill. If renegotiated charges are not acceptable to Patron, Patron shall have the right to cancel the reservation without liability to Patron. Atlas Grill shall have the right to accept increases in the number of attendees in its reasonable discretion.

**Food and Beverage** In order to protect our licensing, insurance coverage and reputation, any food and beverages that are not consumed can only be released to Patron by Atlas Grill in its sole discretion. No alcoholic beverages may leave the premises under any form or condition.

**Theft and Damages** Patron agrees to be responsible for the reasonable costs incurred and paid by Atlas Grill to repair or replace any damage to or theft of furniture, fixtures, equipment, table accessories or other property within assigned function space by Patron's guests, invitees, employees, or other persons responsible to Patron during the event. Atlas Grill will assume no financial responsibility for damaged or stolen property brought onto the premises by Patron and its guests.

****

**Programs, Posters and Invitations** Any printed programs, promotional materials, display materials or decorations in connection with any Event(s) that include a logo of Atlas Grill are subject to Atlas Grill's prior review and approval, which Atlas Grill may grant or withhold in its sole discretion. Patron may designate the name and address of Atlas Grill as the location of the event in all promotional materials and programs without Atlas Grill’s prior review and approval.

**Payments & Deposits** All deposits and/or payments shall be made according to the schedule outlined above. In case of a cancellation, the entire deposit will remain in possession of Atlas Grill until the original date has been re-sold. No refunds will be made until such time. If no other event is sold for the original date, the entire deposit will be claimed by Atlas Grill.

Cardholder\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Type\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Card Number\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Expiration\_\_\_\_\_\_\_\_\_\_\_\_\_

CRC Number (3 digits on back of card)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip Code\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Labor Charges & Incidentals** Patron agrees to begin the Event(s) promptly at the scheduled time and agrees to vacate at the hour listed above. Patron further agrees to reimburse Atlas Grill for documented personnel costs (excluding benefits) and other out-of-pocket expenses incurred and paid by Atlas Grill solely as a result of Patron's failure to end the event at the scheduled time.

**Floor Plans** Floor plans and logistics must be finalized at the time the Event information sheet is completed. There may be additional charges for set-up or logistical changes unless Patron notifies Atlas Grill at least 72 hours prior to the Event(s).

**Storage** Atlas Grill will not be responsible for any materials, equipment or shipments delivered to the premises for or on behalf of Patron either before or after an Event. All such materials and equipment must be removed from the premises at the agreed end time of the Event(s).

I have read and understand the terms and conditions stated in the foregoing Contract.

Accepted for Patron by: Date:

Accepted for Atlas Grill by: Date: