

RED FEZ CATERING RENTAL INFORMATION

- Banquet and Meeting Rooms will NOT be held and services will NOT be performed without the required full pre-payments and a signed Event Agreement on file in our Catering Office by the dates shown above.

TERMS AND CONDITIONS

GUARANTEE: Final menu selection and the estimate guarantee of attendance for meals should be given to the Catering Department at least one month prior to the event, to ensure the availability of the desired food items.

A final guarantee of the attendance for the event must be received (10) business days prior to the event. If the number is not received, the estimate will turn into the guarantee. The guarantee number is NOT subject to reduction. **Food preparation will be for the guaranteed number of attendance.** If attendance falls below the guaranteed number, the customer will be charged for the guaranteed number. Increases in attendance given after the final guarantee deadline will be subject to additional charges. The Red Fez will not be responsible or liable for serving these additional guests, but will do so based upon the availability of product.

PAYMENT: A deposit is required upon confirmation of function space. A summary of estimated event charges can be included (upon request). The balance of the event (payment in full) is due into the Catering Office at least five business days prior to the event date. Any additional charges incurred during the event will be due the next business day following the event to be paid at the office. Personal Checks will NOT be accepted as payment less than seven business days prior to the event date. Final payment must be in the form of cash, business check, credit card (with authorization) or certified funds (money order or certified check).

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MENU AND PRICING: Due to fluctuating market prices, our menu prices are subject to change without notice. Guaranteed prices will be confirmed with a signed agreement and specified deposit.

FOOD AND BEVERAGE: The Red Fez is the exclusive Caterer for the Hadi Shriners and all Shriners facilities. The Customer or any of the Customer's guests or invitees cannot bring food and/or beverages into the Hadi Temple. *A cleanup fee will be charged if this rule is violated.* To ensure compliance with the Indiana Department of Health, concerning food-handling regulations, all food must be consumed on the premises during the contracted time. None of the food or beverage (leftover) items will be allowed to leave the premises.

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SERVICE CHARGE AND SALES TAX: A 20% Service Charge along with the local 1% Food and Beverage Tax will be applied to all food and beverage sales (including alcohol). A 7% State Sales Tax will be added to all food, beverages, labor, rentals and service charges.

SALES TAX EXEMPTION: All clients requesting tax exemption must submit a General Sales Tax Exemption Certificate (Form ST-105) when submitting this signed agreement. Sales tax will be charged unless all information is fully completed by the purchaser. Purchasers not able to provide all required information must pay the tax and may file a claim for refund (Form GL-110L) directly with the Indiana Department of Revenue. Remember this form will NOT exclude the Local Food/Beverage Tax (1%).

RESPONSIBILITY: The Red Fez reserves the right to inspect and control all functions. The Customer agrees to be responsible for any damages done to the event room or any other part of the Hadi Temple by the Customer, his guests, employees, independent contractors or other agents under Customer's control. Any damage done to the premises will be reviewed by the Red Fez's General Manager, charged accordingly and added to a final invoice. This charge will automatically be \$200.00 and will increase based on the condition of the room. **The Red Fez will not accept any responsibility for damage to or loss of personal property or equipment left in the Hadi Temple prior to, during, or following the customer's function. All personal property must be removed immediately following the customer's event.**

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CANCELLATIONS: In the event of a cancellation of the scheduled event, the following charges will apply:

- Seven days or less-95% of the estimated contracted price.
- Thirty days prior to the scheduled event-75% of the estimated contracted price.
- Sixty days prior to the scheduled event-50% of the estimated contracted price.

- Estimated Contracted Price-amount(s) shown on the most current Banquet Event Order(s) at the time the event was cancelled.

BEVERAGE SERVICES: We will be pleased to assist you in selecting the appropriate beverages (alcoholic and non-alcoholic) to compliment your event. The Indiana Alcoholic Beverage Commission regulates alcoholic beverages and service. As the licensee, we are responsible for the administration of these regulations and they will be strictly enforced during your function. All beverages must be supplied by our staff and must be dispensed by a Red Fez employee in accordance with Indiana Alcoholic Beverage Commission. We will always (1) require proper identification (valid document issued by a government agency, with a picture, birth date and physical description) of any person of questionable age* and (2) refuse alcoholic beverage service to any person who, in our judgment, appears intoxicated or cannot produce the proper identification as requested by our staff. Alcoholic beverages cannot be brought in or removed from the building under any circumstances.

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** Questionable Age- Under 25 years old*

INSURANCE/ HOLD HARMLESS:

Renter of the facility shall save harmless and indemnify Hadi Shriners from all injury, loss, claims or damage to any person or property while on the Hadi Shriner's premises, unless caused by the willful acts or omissions or gross negligence of Hadi Shriners, its employees, agents, licensees or contractors. Renter shall maintain with respect to the Leased Premises, commercial general liability insurance with limits of not less than \$1,000,000.00 for bodily injury or property damage from any one occurrence and name Hadi Shriners as additional insured. A certificate of insurance shall be delivered to the Hadi Rental Facility Manager on or before the commencement date of the use of the premises.

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SECURITY: Security is required at all events held at the Hadi Temple. Security officers are appointed by the Red Fez at a rate of \$20.00 per hour with a 4 hour minimum. One officer required for every one hundred and fifty (150) people in attendance.

SPECIAL REQUESTS AND RENTALS: The Red Fez will provide a limited selection of tablecloths and napkins on a complimentary basis. Additional colors, floor-length linens, chair covers, bows dance floors, champagne fountains, columns and arches are a sample of items commonly outsourced by the client and their rental company of choice. Please note that items rented through our Catering Department (including but not limited to dance floors and staging) need to be ordered at least one month prior to the event date to ensure availability. Once ordered, amounts requested cannot be reduced even if your guaranteed count is lower than the amounts ordered. Increasing amounts will be subject to availability and will incur additional charges.

This signed Event Agreement must be returned by mail or fax to the Catering Office within (10) business days after receipt. This binding document with its stated terms and addendum (if applicable) constitutes the entire agreement between both parties and may not be amended or changed unless done so in writing and signed by the Red Fez and the authorized representative for the event.

We look forward to working with you to create a most-successful event for you and your guests.