

21 Oceanfront Event Booking Contract

Contact Name: _____

Cell: _____

Company: _____

Fax: _____

Address: _____

Email: _____

Phone: _____

All groups using 21 Oceanfront Restaurant facilities shall be bound by the following Terms and Conditions:

Deposit & Payment Schedule: A 50% deposit is due when the reservation is made. This is 50% of the food and beverage minimum guarantee. All charges are due and payable in full at the conclusion of the event either in cash or by acceptable credit card. The actual credit card used for payment must be present at the time of payment on the day of the event, or prearranged otherwise.

Guaranteed Guest Count: A confirmed minimum guest count is due 5 days prior to the event. If not received, your original contracted number of guests will automatically become your minimum guest count. Groups will be charged based on the minimum guest count or the actual guest count, whichever is higher.

Cancellation Policy: - 45 days, or more, prior to the event date – Deposit is fully refundable, less \$250.
- 45 days or less, prior to the event date – Total amount of the Deposit is NON-Refundable.

Force Majeure: Parties are not liable for their failure to perform under this contract if such failure is due to acts of God or war or other events of force majeure, including, but not limited to, strikes, fire, flood, inclement weather, earthquake, restrictions upon travel, food, beverage, supplies, or any other causes beyond its control, or interfering with performance whether stated or not.

We reserve the right to refuse service to any individual at any time. The host is responsible for their guests and if any damage is done to the restaurant or vehicles, a mandatory non-negotiable minimum of \$500 will be charged to the master bill.

Private Dining Rooms for Lunch or Dinner Events:

Sunset Room – Maximum seating capacity is 60 people
with Upper Sunset Area capacity is 85 people

Upper Sunset – Maximum seating capacity is 25 people

Wine Cellar – Maximum seating capacity is 50 people

Cellar Patio – Maximum seating capacity is 30 people

Alley West Room – Maximum seating capacity is 60 people

Doryman's Parlor – Maximum seating capacity is 10 people

Venue Buyout – Maximum seating capacity is 185

Food and Beverage: All food and beverage, including wine and alcohol, must be provided by 21 Oceanfront. Availability of products and current prices are subject to change without notice. Pre-set menus are required for large parties. Final preset menu selections must be final to 21 Oceanfront no later than 7 days prior to the event. _____ *initial here if you request a bottle count at the conclusion of your event.*

Corkage Fee - \$25 per bottle (Applies to all wine brought in - Max 1 btl, per 2 people) **Cake Cutting Fee** - \$3 per person for cakes brought in.

Taxes & Gratuity: All Food and Beverage is subject to applicable current state sales tax, a 4% Administration Fee, plus an 18% Suggested Gratuity. Client understands that gratuity is NOT included in the contract price and Client has the unrestricted right to determine such amount. However, in order to assist you with the best possible cost estimation, and for your convenience, we will show Suggested Gratuity of 18% to your estimated costs. Unless we are told to the contrary, the suggested Gratuity will be included on the final bill. *Should you wish to change the Suggested Gratuity at the time of the event, please inform a manager when you are presented the final bill.*

A minimum sales guarantee in food and beverage is required for ALL Private Events in the selected areas of the restaurant. Minimums are based on the date and time of the event. Please call for specific minimum guarantee prices. A final bill must be approved and signed for at the conclusion of the event. Any discrepancies must be discussed and resolved the night of the event.

I, the undersigned, agree to be bound by the Terms outlined above. I authorize 21 Oceanfront Restaurant to charge the Deposit (50% of the Food & Beverage Minimum Guarantee) to my credit card for the following activity:

Group Name: _____ for _____ # people, at _____ pm, on _____
(Time) (Date)

Space/Room _____ Private or Not Private

Transportation, group arriving by? _____ Valet Hosted? (\$6 per car) Yes or No

Deposit Amount \$ _____ Food & Beverage Minimum Guarantee _____
(Guarantee's DO NOT include tax & gratuity)

My credit card information is as follows: VISA MC AMEX DISCOVER DINERS

Credit Card # _____ Exp Date _____

Name on Card _____ (Print & Sign as it appears on card) Signature _____

IMPORTANT: This form must be accompanied by a copy (front & back) of the credit card & a copy of the driver's license (front only) of the card-holder. The actual card must be presented for imprint before or on the evening of the event, or prearranged otherwise.

2100 West Oceanfront ~ Newport Beach, CA 92663 ~ Phone (949) 673-2100 ~ Fax (949) 673-2101