



SEMIPRIVATE CONTRACT

ALL RESERVATIONS AND AGREEMENT are made upon, and are subject to, the rules and regulations of Crème Cupcake + Dessert and the following conditions:

Your private function has been booked on a first option tentative basis:

CUSTOMER / GROUP NAME: _____

FUNCTION NAME: _____

CONTACT NAME: _____

ADDRESS: _____

VENUE/TYPE OF FUNCTION: _____

PHONE #: _____ FAX #: _____ EMAIL: _____

Day	Date	Function	Time (From – To)	Food & Beverage Minimum	# of Guests

DEFINITE BOOKING

Once you sign and return this letter, along with the required deposit of \$_____ (½ the room rental rate, deposit), your reservation will be confirmed and considered a definite booking. All deposits are non-refundable.

MINIMUM REVENUE COMMITMENT

Based on the approximate number of guests set forth above, a minimum of \$_____ in combined food, beverage, and room rental will be spent at your function. This minimum does not include 20% gratuity or any other miscellaneous charges incurred. Should your final count drop below the approximate number of guests listed above, we will be happy to advise you on additional alternatives in food and beverage which will bring you back up to the agreed upon minimum revenue figure for your function.

CANCELLATION POLICY

Either Crème Cupcake + Dessert or Customer may cancel this contract without cause at any time prior to the event by paying to the other party liquidated damages (agreed not to constitute a penalty) based on the following: Ninety (90) days or more from arrival date (25%)	\$
Sixty (60) days to thirty one (31) days from arrival date (50%)	\$
Thirty (30) days or less from arrival date (100%)	\$

Cancellations made under this provision shall be made by the canceling party to the non-canceling party by written notice and payment of the liquidated damages due at that time.

GUARANTEE

The final attendance count must be received by Crème Cupcake + Dessert no later than 11:00 a.m., Three (3) working days prior to the commencement of the function (_____). This number will be considered a guarantee, not subject to reduction, and charges will be made accordingly. National Holidays are not considered working days and should be taken into consideration when submitting guarantees.

TAXES

All state and local taxes / charges which may be imposed or be applicable to this agreement and to the service rendered by Crème Cupcake + Dessert are in addition to the prices herein agreed upon, and the Customer agrees to pay them.

FOOD AND BEVERAGE

No food and beverage of any kind may be brought into Crème Cupcake + Dessert by the Customer or any of the Customer's guests or invitees unless prearranged and approved by Crème Cupcake + Dessert.

The following types of alcohol beverage service are available. Please select one or more:

_____ Hosted Consumption Bar: The price is based on a per drink charge.

_____ No Host Bar: Guests pay cash for each drink.

CONTINGENCY

Performance of the agreement is contingent upon the ability of Crème Cupcake + Dessert to complete same and is subject to labor, disputes, strikes, or picketing, accidents, government (federal, state, local) requisitions, restrictions upon travel, transportation, food, beverage or supplies and other causes, whether enumerated herein or not, which are beyond the control of Crème Cupcake + Dessert. In no event shall Crème Cupcake + Dessert be liable for the loss of profit or other similar or dissimilar collateral of consequential damages, whether based on breach of contract, warranty or otherwise. In no event shall Crème Cupcake + Dessert's liability be in excess of the total amount of the food and beverages contracted heretofore.

PAYMENT

Payment will be made by Check or Credit. Final payment made by credit card or check at the conclusion of the event.

LIABILITY

Crème Cupcake + Dessert, or any other off-site premises at which the function may be held, by the Customer, his guests, invitees, employees, independent contractors, or other agents under the Customer's control. Crème Cupcake + Dessert will not assume or accept any responsibility for damage to or loss of any merchandise or articles left in the venue prior to, during, or following the Customer's function.

PERMITS/LICENSES

In the event that the Customer's function requires a permit or license from any governing body, local, state or federal, the Customer is solely responsible for obtaining such license or permit at Customer's expense.

AGREEMENT

The agreement shall be considered accepted once both parties have signed below. It is our understanding that you are empowered by your group to make these arrangements. A signature delivered by facsimile or electronic means will be considered binding for both parties.

CUSTOMER /GROUP

Date: _____ Name: _____

By: _____

Printed: _____

CRÈME CUPCAKE + DESSERT

Date: _____ By: _____

Printed: _____

Date: _____ Approved: _____

Manager, Crème Cupcake + Dessert