

Contract

In order for **TOPO GIGIO** to make your party experience a pleasant one we have established the following terms and conditions which are incorporated into the contract and made a part thereof.

1. To properly serve you, your actual count of the number of guests attending must be given to **TOPO GIGIO** 72 hours prior to the function. Actual counts for Monday or Tuesday functions must be given by 12:00 noon on the previous Thursday. Charges will be based on the guaranteed required count **OR** the actual number of guests attending, whichever number is greater, Our party room accommodates a **minimum guarantee of fifty guests.** Fewer than Fifty guests require a room charge of \$500.00 dollars

For the month of December the **minimum guarantee is for Fifty Guests.**

- 2. It may become necessary to make menu substitutions when the actual number of guests exceeds the guaranteed count.
- 3. In order to secure space on a definite basis. It will be necessary to require a \$ 500.00 **NON-REFUNDABLE DEPOSIT.** (Unless notified of cancellation 90 days prior to date of event) This deposit must be in the possession of **TOPO GIGIO** no later than seven days upon receipt of this contract.
- 4. State and local health regulations prohibit the serving of any food or beverages, which are not purchased from TOPO GIGIO, or the carryout of food served at the function. We are not responsible for any food unless prepared and served by us.
- 5. You will be responsible for the conduct of all guests in attendance, for damage done to the facility used, and loss of property belonging to **TOPO GIGIO**
- 6. Should litigation be necessary to enforce the terms of this agreement, contained herein above and below, or to pursue purchaser for breach of any of its terms, purchaser shall pay all reasonable attorneys' fees and or costs.
- 7. Your final payment either by cash, certified check, or cashier's check, for the guaranteed number of guests must be made at least 72 hours prior to your function, Personal check are accepted 21 days prior to the function. Any additional charges are to be paid the day of the event. Should any personal check be returned for whatever reasons **TOPO GIGIO** shall have the right to cancel the function and retain the deposit. **Credit cards will be subjected to a 3.5 percent surcharge.**
- 8. Groups requesting tax exemptions must submit a current acceptable documentation of its tax exempt status prior to the scheduled event
- 9. There will be a room-charge of \$ 500.00 (Five Hundred) **if liquor package is not selected.**
- 10. Additional charges of 10.50 % Sales Tax and 18% service charge will be added to the final bill.

11. Prices are subject to change. We will inform you if there are any changes.

Hopefully, the foregoing guidelines have served to explain our basic requirements and will assist you in planning your party. Every effort will be made by our staff to make your event both enjoyable and memorable.

Name of Party_____ Date of Function_____

Date of Deposit_____ Check # _____

Agreed to by Party Host_____ Topo Gigio Officer_____