

# Culinaire of Florida at The Embassy Suites Hotel Orlando-North Catering Contract

The following represents an agreement between Culinaire of Florida and (client) \_\_\_\_\_ and outlines specific conditions and services to be provided:

Date:  
Group Contact:  
Group Name:  
Address:  
Phone Number:  
Fax Number:  
E-Mail Address:

**FUNCTION DATES** (Start Date) (End Date)

## **FUNCTION INFORMATION/EVENT AGENDA**

<u>Day</u>	<u>Date</u>	<u>Start</u>	<u>End</u>	<u>Function</u>	<u>Room Setup</u>	<u>Attendance</u>	<u>Room Rental Charge</u>
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## **MEETING AND FUNCTION SPACE**

Culinaire of Florida reserves the right to charge for function space as needed, or to make changes in the function space in the event of changes to the original number of attendees. The applicable room rental charge is listed under the Function Information/Event Agenda clause of this agreement above. Culinaire of Florida reserves the right to assign function space based on the final program and guaranteed number of guests.

## **TIMING OF EVENT**

You agree to begin your event promptly at the scheduled time and agree to vacate the designated function space at the closing hour indicated. You further agree to reimburse us for any overtime wage payments or other expense incurred by us because of your failure to comply with this Agreement.

## **GUARANTEES/MINIMUM EXPENDITURE**

In arranging for private functions, guarantees are required for catered events as well as meetings. It is the sole responsibility of the representative of (Group Name) to provide Culinaire International with this information. The final guarantee of attendance is required for all functions by 10:00 am three (3) working days prior to the function. This number is not subject to reduction. If the final guarantee of attendance is not communicated to us, we will consider the last expected guest count as the guarantee for the function and charge accordingly. We will prepare for 5% above the final guarantee up to 25 guests.

As you have indicated to us, your expected attendance will be (\_\_\_) guests. We have reserved appropriate function space and offered you pricing based on your expected attendance. By signing this Agreement you are agreeing to a minimum expenditure of \$(\_\_\_) for food and beverage and room rental for your function regardless of your actual attendance. If final attendance exceeds the expected number of guests, the price of your function will be based on the per person charges times the final number of guests plus the room rental.

## **MENU**

Menu selection and set-up details should be arranged at least 45 days in advance of your function. If the function is booked within 45 days of occurrence, the menu selections are due with this Agreement. A banquet event order will be provided once the menu selections have been made.

## **BEVERAGE**

Culinaire of Florida is responsible for the sale and service of alcoholic beverages as regulated by the Florida Alcoholic Beverage Commission. Culinaire of Florida's alcoholic beverage license requires Culinaire of Florida to (1) request proper proof of legal age to consume alcohol. (2) refuse alcoholic beverage service if the person cannot provide the proper identification (3) refuse alcoholic beverage service to any person who, in Culinaire's judgment, appears intoxicated.

## **FOOD AND BEVERAGE REMOVAL**

Due to food safety regulations, the removal of food and beverage from the meeting rooms and function spaces is not permitted at any time.

## **OUTSIDE FOOD AND BEVERAGE**

Culinaire of Florida does not allow food and beverage to be brought into the hotel meetings rooms and function spaces at any time unless approved in writing by the Director of Catering.

**SERVICE CHARGE AND STATE SALES TAX**

A taxable 22% Service Charge will be added to the food, beverage, room rental and audio-visual totals for the function. By state law, state sales tax of 7% will be added to the total cost, including the service charge.

**Tax Exempt**

If you are exempt from state and local tax, a copy of your current Sales Tax Exemption Certificate must be furnished to Culinaire no later than three weeks prior to the event.

**PAYMENT POLICIES**

**DEPOSITS**

An advance deposit and full pre-payment are required to secure space in the event an organization or individual does not have direct bill privileges. Advance deposits are non-refundable. The following schedule is required for deposits and payments:

On contract signing to secure space on a definite basis:	30% of estimated charges
Forty-five (45) days prior to event:	50% of estimated charges
Twenty-one (21) days prior to event:	100% of estimated charges

**PAYMENTS**

Payments can be made by cash, check, certified check, credit card or pre-approved direct bill or through the hotel on your hotel master account.

**Cash, Check or Certified Check**

Payment by cash, check or certified check must be made in accordance with the payment schedule listed under the deposit section of this Agreement. The specific event should be referenced on the memo line at the bottom of the check.

**Credit Card**

We accept American Express, Visa, Master Card and Discover. If you wish to remit payment with a credit card, the credit card authorization form attached must be completed and returned with this Agreement.

The Credit Card Authorization Form includes:

- Type of Card (American Express, Visa, Master Card, Discover)
- Name of Card Holder
- Card Number
- Expiration Date

**Direct Bill**

Accounts with satisfactory credit arrangements must be settled in full upon receipt of invoice(s). Direct billing privileges are available exclusively for business and/or organizations that have established credit a minimum of four (4) weeks prior to the function. Direct billing is not allowed if total charge billed is less than \$3,000.

**NOTIFICATION**

Culinaire of Florida reserves the right to cancel this agreement without notice or any liability if deposit and payment terms are not met. If (GROUP NAME) fails to pay any charges under this Agreement, you shall be responsible for all of Culinaire of Florida's expenses in collecting such amounts including reasonable attorney and collection costs.

**CANCELLATION**

You may cancel this Agreement only upon giving written notice to us. The parties agree and understand that in the event of a cancellation, our actual damages would be difficult to determine. Should you cancel the function or move the function to another facility or city, such decision would constitute a breach of its obligation to Culinaire of Florida and Culinaire of Florida would be harmed. Therefore, the parties agree to the following terms and amounts paid as liquidated damages:

<u>Cancellation Between Date of Contract</u>	<u>Cancellation Fee</u>
To within Ninety (90) days of the event	30%
To within Forty-five (45) days prior to event	50%
To within Twenty-one (21) days prior to event	100%

Culinaire of Florida agrees that after receipt of such amounts it will not seek additional damages. In the event that this happens, Culinaire of Florida will make every effort to resell the released space and reduce the damages accordingly. Any deposit monies received will be credited toward damages due.

### **ADDITIONAL FEES**

#### **Room Set Up**

Should advance setup or late teardown be required, an additional setup fee will be incurred. Should your meeting requirements change from the signed banquet event order after the room setup has been completed, you will be responsible for an additional setup fee.

#### **Room Rental**

Any changes requested in your agenda after receipt of the Agreement are subject to the space availability at the time of the request. If an unusual amount of meeting space is required from the signed banquet event order, an additional room rental fee will be incurred.

#### **Labor Charges**

If the guaranteed number for your function is fewer than twenty-five (25) persons, a \$50.00 labor charge will be added to your bill. This will be used to cover our costs of the event and will not be distributed as a gratuity to our employees working at your function.

### **PRICE INCREASES**

All printed Catering menu and Room Rental prices are subject to change without notice. However, all contracted prices will be honored up to 6 months prior to the date of the function.

### **SECURITY**

If by our sole judgment it is determined that you need uniformed security personnel to maintain adequate security measures in light of the size and/or nature of your function, you will provide security personnel supplied by a reputable licensed guard or security agency doing business in the local area at your expense. The agency will be subject to our prior approval.

### **DISPLAYS AND DECORATIONS**

All displays and/or decorations will be subject to our prior written approval. Items may not be attached to walls, doors, windows or ceiling with tape, nails or staples. You are responsible for the removal of all decorations at the conclusion of the function. We are not responsible for any loss or damage to your property and do not maintain insurance covering it.

### **DELIVERIES**

Arrangements for delivery of packages should be made through your catering representative. All packages sent to the property must be prepaid. Due to limited storage space, long-term storage of packages or equipment is not possible. Items stored for more than 1 day may incur additional charges.

### **PYROTECHNICS**

No indoor pyrotechnics or other incendiary devices are allowed in the hotel. Any planned outdoor pyrotechnics must be approved by the local fire department and comply with all municipal codes.

### **AUXILIARY AIDS**

Culinaire of Florida represents and you acknowledge that the hotel facilities being rented for you will comply with our public accommodation requirements under the Americans With Disabilities Act. You agree that by one month prior to your event date you will furnish to us a list of any auxiliary aids needed by your attendees in meeting or function space. You agree to pay all charges associated with the provision of such aids by the hotel.

### **NON-PERFORMANCE**

Culinaire Of Florida should not be liable for non-performance of this Agreement when such non-performance is attributable to labor troubles, or strikes, accidents, government (State, Federal and Municipal) regulations of, or restrictions upon travel or transportation, non availability of food, beverage, supplies, riots, national emergencies, acts of God including hurricanes and floods, and other clauses whether enumerated herein or not, which are beyond the reasonable control of Culinaire Of Florida, preventing or interfering with Culinaire Of Florida's performance.

### **INDEMNIFICATION**

To the extent permitted by law, you agree to protect, indemnify, defend and hold harmless Culinaire Of Florida, the Owner, and their respective employees and agents against all claims, losses or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees), arising out of or connected with your function, except those claims

arising out of the sole negligence or willful misconduct of Culinaire of Florida. Culinaire of Florida shall not have any responsibility for loss of personal property or articles left on the premises.

**ACCEPTANCE**

All of the above facilities and services are being held on a first option tentative basis until \_\_\_\_\_(decision date). After that date, all contractual items noted herein shall be null and void unless notified in writing by \_\_\_\_\_(GROUP NAME).

Should another organization request the same set of dates and desire to confirm prior to your option date, you will be notified and given twenty-four (24) hours to sign this Agreement. If the signed agreement is not returned within twenty -four (24) hours, space will be released to the other group.

Please initial each page, sign and return a copy of this Agreement by \_\_\_\_\_ (DECISION DATE). Both parties must initial any changes to this Agreement. This Agreement will constitute a binding contract between the parties. If this Agreement is not received by the date above, all function rooms and meeting space referred to herein will be released, and neither party will have any further obligations under this Agreement. There are no other representations, implied or oral, between Culinaire and \_\_\_\_\_ GROUP NAME with respect to this agreement.

Embassy Suites Hotel Orlando North and Culinaire of Florida look forward to serving as your host.

\_\_\_\_\_  
Kim Johnston, Director of Catering

\_\_\_\_\_  
Date

Accepted by: \_\_\_\_\_  
Client Date

\_\_\_\_\_

## **POLICIES AND GUIDELINES**

### **MENUS**

While we have a full range of catering menus available, our Catering Director and award-winning Chefs are always happy to meet with you to discuss your particular needs. We can also customize menus to fit your budget and dietary needs.

### **GUARANTEED ATTENDANCE**

For unexpected attendance over and above 5% of the original guarantee, and additional \$5.00 surcharge per person will be applied. Overages in excess of 5% of the original guarantee will be accommodated with the "Chef's Choice" of substitution. . You will be charged for the guaranteed number of attendees or actual guest count, whichever is greater.

### **FOOD AND BEVERAGE**

Embassy Suites reserves the right to charge for every person served. In accordance with the Department of Health, no food or beverage of any kind will be permitted to be brought into or taken off premises by the patron, his or her guests or invitees. In accordance with the Department of Health, no food can be left out longer than two hours. The Hotel reserves the right to confiscate any food and/or beverages brought into the function rooms not provided by the Hotel.

### **MINIMUM GUARANTEE**

Minimums for food and beverage functions apply to all banquet rooms. A minimum expenditure of \$6000 in food and beverage purchases plus service charge and tax is required to reserve our ballroom on a Saturday afternoon. A minimum expenditure of \$8000 in food and beverage purchases plus service charge and tax is required to reserve our ballroom on a Saturday evening. A minimum expenditure of \$4000 in food and beverage purchases plus service charge and tax is required to reserve our Florida room on a Saturday afternoon or evening. A minimum expenditure of \$10000 in food and beverage purchases plus service charge and tax is required to reserve our Regency Ballroom on a Friday evening beginning the first Friday after Thanksgiving through the last Friday prior to Christmas. A minimum expenditure of \$12000 in food and beverage purchases plus service charge and tax is required to reserve our Regency Ballroom on a Saturday evening beginning the first Saturday after Thanksgiving through the last Saturday prior to Christmas. A minimum expenditure of \$4000 in food and beverage purchases is required to reserve a Friday or Saturday evening in our Florida room for the same dates.

### **MEETING ROOMS, DECORATIONS AND SERVICES**

Embassy Suites reserves the right to make changes in function room assignment in order to maximize use of the available space. Any changes to the approved function room set up must be made within 48 hours of your function. Any group that requires a room to be "re-set" on the day of the function will be charged a \$75.00 re set-up fee per room. All music in the Atrium must cease by 9:00 p.m. any day of the week. All music in the function rooms must cease by 12 midnight on Fridays and Saturdays and by 9:00 p.m. Sundays through Thursdays. Embassy Suites reserves the right to adjust down, at any time, the volume and/or bass of any music, based on complaints from other guests of the hotel or in other meeting rooms. Excessively loud music is that which another guest perceives to be a disturbance. In no event shall entertainment of any kind be permitted if the sounds as reproduced, transmitted or produced are of such a level, in the opinion of hotel management, as to disturb guests of the Hotel or other meeting rooms, regardless of the time of day or night. For each day of the week, music must cease no later than the stated times, or contracted end time, whichever is earlier. Your Catering representative can arrange for your floral or decorative needs, or we will be happy to coordinate arrangements with your personal decorator. Management must approve decorations brought onto the premises by the guest, in advance. Streamers, confetti and glitter are prohibited in our function rooms. Violation of this clause will result in a \$250 clean up fee. A \$250 clean up fee applies to all Bar/Bat Mitzvahs.

All deliveries of parcels must bear the name of the group, the on-site group contact, function date(s) and the name of the catering representative. All shipping charges must be paid by your company or organization. A one-time handling and delivery fee of \$5 per item will be assessed. Packages in excess of 100 lbs. each will incur an additional handling fee. We cannot accept responsibility for lost, misplaced, or missing materials. At the conclusion of your event, all related equipment crates, boxes, decorations, etc., must be removed from the premises.

All ceremonies held in our gazebo are subject to a rental fee of \$500 plus service charge and tax and includes the use of our gazebo for your ceremony and photos afterwards. For ceremonies held in our gazebo, we require that you have a wedding coordinator, which we will be glad to help you arrange, to assist you with the details of your ceremony. We allow for rehearsal time subject to date and time availability. This must be arranged in advance with the catering department. Your officiate and/or wedding coordinator must be available to conduct your rehearsal. We will place one reception amenity (table favors, etc.) for you. Any additional items need to be placed by you or your designee.

Items may not be attached to walls, doors, windows or ceilings with tape, push pins, nails or staples. We reserve the right to restrict any signage in public areas. We will not assume liability for outside or arranged vendor damages. All fire regulations must be complied with. Smoking is not permitted in our ballrooms or functions rooms. Smoke and Fog Machines are not permitted in our ballrooms or function rooms.

### **ENGINEERING AUDIO VISUAL**

Special engineering requirement must be specified to your Catering Department three weeks prior to your event. Charges will be based on labor involved and power usage. A wide selection of audiovisual equipment and services are available through our supplier on a rental basis. Since the hotel uses an outside a/v vendor, all audio visual equipment should be ordered at least 72 hours prior to your event to ensure delivery and avoid emergency delivery fees. Orders should be placed through your Catering representative. Any additional a/v items ordered after you have signed your catering contract will be added to your catering invoice. Prices quoted are subject to a customary 22% service charge and 7% sales tax.

### **SECURITY**

Embassy Suites or Culinaire of Florida cannot be responsible or held liable for damage to or loss of any articles left in the Hotel prior to, during or following your banquet or meeting. Security arrangements should be made for all belongings set up for an event or items left unattended at any time. The Housekeeping Department administers Lost and Found.

### **LIABILITY**

We reserve the right to inspect and control all private functions. The client, its guests and invitees will conduct their function in an orderly manner and in full compliance with the rules of the Hotel and with all applicable laws, ordinances and regulations. Violation of these laws, ordinances and regulations and rules of the hotel, city or state will result in an immediate end of the scheduled function and possible eviction from the premises. Function must be confined to function space rented. Liability for damage to the premises will be charged accordingly. We cannot be responsible for personal property and equipment brought onto the premises.

Accepted by: \_\_\_\_\_  
Client

\_\_\_\_\_ Date

# Culinaire International

## CREDIT CARD AUTHORIZATION

\_\_\_\_\_ I hereby agree that any and all charges incurred for my scheduled function at the Embassy Suites Hotel Orlando-North, will be charged to my credit card as shown below.

\_\_\_\_\_ Please apply a non-refundable deposit of \$ \_\_\_\_\_ to the credit card below to secure my function on a definite basis.

*I hereby agree that I am responsible for payment of all charges incurred at the Embassy Suites, Orlando North, in connection with my event. If direct bill has been approved in advance of my event, to insure payment, I authorize Culinaire International, who is operating at the Embassy Suites Hotel Orlando North, to bill my credit card in the event payment in full is not made within 30 days after the end of the function.*

Please attach a clear photocopy of the front and back of the credit card intended for use.

Type of Card: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_

Name as Imprinted on Card: \_\_\_\_\_

Billing address of Cardholder: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Daytime Phone: \_\_\_\_\_

Please complete this form and return it to the hotel catering office as soon as possible. This form will be kept on file.

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**For Catering Use Only:**

Name of Function: \_\_\_\_\_ Customer ID #: \_\_\_\_\_

Function Date(s): \_\_\_\_\_ Est. Charges: \$ \_\_\_\_\_

Catering Manager: \_\_\_\_\_ Date: \_\_\_\_\_

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