

Dick's Hideaway

The "Marie Scott", Private Dining Room
Private Dining Terms and Conditions

First Party: Richardson's Wholesale, Inc dba

Dick's Hideaway (Dick's)
6008 N 16th St
Phoenix, AZ 85016
Office (602) 603-3733 Fax (602) 603-3731
Email: richardsonsnm@yahoo.com Website: richardsonsnm.com

Second Party (Guest):

Guest Name _____
Address _____
City _____ State ____ Zip _____
Telephone _____
Email _____

PRIVATE DINING MINIMUM: In order to provide the best possible experience when reserving the private dining room, the First Party ("Dick's") requires that the Second Party ("Guest") guarantee and pay an agreed upon minimum dollar amount.

Therefore, in consideration of the mutual promises and agreements herein stated and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Dick's agrees that it will provide a private dining room at the above-referenced address on the _____ day of _____ (month), 20__ from __:___ am / pm to __:__. With _____ (number of) guests. All facilities and services inherent with said room (i.e. television, fireplace, private restroom and wait staff) shall be made available to the Guest and accompanying party.
2. Guest agrees that it will pay a deposit of \$750.00 for dinner or \$350.00 for lunch upon signing of this document. This deposit is a minimum fee (not including tax and gratuity) for use of the private room and shall be applied to all services including food and beverages (including alcohol) and any possible damage to the property including inventory, except gratuities and taxes. The Guest further agrees

to give Dick's seventy-two (72) hours notice of cancellation. Failure to do so will result in the forfeiture of the above-referenced deposit. Said cancellation must be given in writing to: Reservations at 6351 N. 16th St., Phoenix, AZ 85016, faxed to (602) 603-3733 or emailed to richardsonsnm@yahoo.com. **Please call (602) 603-3733 to confirm that Dick's has received the contract and any subsequent cancellation if applicable.**

3. The total amount due for all services including food, beverages (including alcohol), use of premises and damage to property or inventory, except gratuities, shall be applied against said deposit. Any surplus is nonrefundable and shall be considered payment for said room. Any deficiency shall immediately payable by Guest and if Guest fails to pay before vacating the private room, Dick's may charge said deficiency on the credit card provided by Guest upon reservation of the room.

4. Dick's is not responsible for lost or stolen articles belonging to the Guest or any attending person.

5. Dick's has set a menu used when reserving the private room. In addition to these items Guests will also be offered the daily fresh fish specials. Entrees are \$20 per person for brunch or lunch and \$35 per person for dinner. Appetizers are \$15 for brunch or lunch and \$20 for dinner. No happy hour or other promotions available for private parties.

6. Gratuity is not added to the bill. A 20% gratuity is suggested.

7. Miscellaneous Terms:

- i. This Agreement shall be governed by and interpreted under the laws of the State of Arizona.
- ii. This Agreement shall be binding upon and shall incur to the benefit of the parties, their executors, administrators, successors and assigns.
- iii. The failure of either party to enforce any of the provisions of the Agreement shall not be considered a waiver of that provision or the right of the party to thereafter enforce the provision.
- iv. If the First Party (Dick's) incurs any attorney fees or court costs as a result of the Second Party (Guest's) breach of this Agreement, Second Party will be liable for said fees and costs.
- v. This agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and may not be modified except by an instrument in writing and signed by the parties.

IN WITNESS THEREOF, the parties have signed this agreement as of the dates set forth below.

First Party (Dick's) Date

Second Party (Guest) Date

Credit Card # _____ exp ____/____

Visa _____ Master Card _____ American Express _____ Discover _____

Phone Number :(_____) _____ - _____

Notes: _____

