

RICHARDSON'S

"Richardson's" Dining

Private Dining Terms and Conditions

First Party: Richardson's Cuisine of New Mexico

Richardson's

Restaurant Location Address: 6339 N. 16th Street

Phoenix, AZ 85016

Office Address: 6351 N. 16th Street

Phoenix, AZ 85016

Office (602) 603-3733 Fax (602) 603-3731

Email: richardsonsnm@yahoo.com Website: richardsonsnm.com

Second Party: (Guest)

Guests Name _____

Address _____

City _____ State _____ Zip _____

Telephone (_____) _____ - _____

Email _____

PRIVATE DINING MINIMUM: In order to provide the best possible experience when reserving the dining area(s), the First Party ("Richardson's") requires that the Second Party ("Guest") guarantee and pay an agreed upon minimum dollar amount. This "minimum" is to be paid prior to booking the dining area(s).

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. Richardson's agrees that: It will provide dining area(s) at the above-referenced address on the _____ day of _____ (month), 20____ from ____:____ am / pm to ____:____. With _____ number of guests. Guest will be reserving one of the following: Richardson's Patio Table____, Richardson's Cove____. Richardson's Patio Table & Cove____. All facilities and services inherent with said area(s) (i.e. fireplace, restroom and wait staff) shall be made available to the Guest and accompanying party.

2. Guest agrees that: They will pay a deposit of \$500.00 for dinner or \$150.00 for lunch upon signing of this document. This deposit is a minimum fee (not including gratuity or taxes) for use of the dining area(s) and shall be applied to all services including food and beverages (including alcohol) and any possible damage to the property including inventory, except gratuities. The guest further agrees to give Richardson'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 or faxed to (602) 603-3731. **Please call 602-603-3733 to confirm that Richardson'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 and taxes, 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 dining area(s), Richardson's may charge said deficiency on the credit card provided by Guest upon reservation of the dining area(s). No Happy Hour or other promotions are available for private parties.

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

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

6. The parties (Guest and Richardson's) mutually agree that the following additional terms will be applicable:

- 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 (Richardson's) incurs any attorney fees or court costs as a result of Second Party's (Guest) 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.

