



The “Rokerij”, Private Dining Room
Private Dining Terms and Conditions

First Party: Burning Embers Fish & Steakhouse, LLC dba

Rokerij

Restaurant Location Address: 6335 N 16th Street

Phoenix, AZ 85016

Office Address: 6351 N. 16th Street, Phoenix AZ 85016

Phone: (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 (“Rokerij”) 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. Rokerij agrees that it will provide dining area(s) at the above-referenced restaurant location address on the _____ day of _____ (month), 20____ from __:___ am / pm to __:____. With _____ number of guests. Guest will be reserving one of the following: Rokerij Cove _____, Rokerij Private Room _____. All facilities and services inherent with said area(s) (i.e. television, any audio/visual or computer equipment present, fireplace and wait staff) shall be made available to

the Guest and accompanying party.

2. Guest agrees that it will pay a deposit of \$500.00 for dinner or \$250.00 for lunch upon signing of this document. This deposit is a minimum fee (not including tax or gratuity) 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 and taxes. The Guest further agrees to give Rokerij 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) 603-3733. **Please call (602) 603-3733 to confirm that Rokerij 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 space. Any deficiency shall immediately be payable by Guest and if Guest fails to pay before vacating the private room, Rokerij may charge said deficiency on the credit card provided by Guest upon reservation of the space. No happy hour or other promotions available for private parties.
4. Rokerij 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. 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 (Rokerij) incurs any attorney fees or court costs as a result of the 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.

