

GARDENS RESTAURANT AND CATERING EVENT CONTRACT

The Gardens Restaurant has a total of three rooms, which will accommodate a maximum of 190 people indoors. The Covered deck, located outdoors accommodates 40 to 45 and the outdoors grassy area can be rented for \$50.00 with a capacity of 40 people.

I. RESTAURANT RECEPTION

- a. Our Board Room or Mural Room, with a capacity of 50, can be rented for \$75 from 11:00 2:00 PM Or \$100 before/after restaurant hours 8:30-2:30 PM, 3:00-6:00 PM and 7:00-10:00 PM.
- b. Our Main Room, with a capacity of 90 can be rented for \$100 from 8:00-1:00AM, \$250 from 11:00-2:00 PM, or 3:00 6:00 PM, and \$300 from 7:00-11:00 PM.
- c. Our Patio, with a capacity of 50, can be rented for \$100 from 8:00 -11:00 AM, 3:00-6:00 PM, and 7:00-10:00 PM.
- d. A minimum number of 30 guests and food purchase of \$16.00 per person is required for evening parties with the exception of Saturdays.
- e. On Saturdays, our minimum number of guests is 60 during the hours of 3 6 pm with a minimum food purchase of \$16.50 per person, from 7 -1 1 pm and 8 to 12 midnight the minimum number of guests is 75 with a minimum food purchase of \$18.00 per person.
- f. Receptions held inside the Restaurant include china, flatware, glassware, tables, chairs, and skirting for the buffet table.
- g. It is our policy that no food, liquor, beer or wine be brought into the Gardens Restaurant with the exception of wedding cakes and mints.
- h. There is a \$ 100 rental fee for all parties in the Board Room for reservations and for private parties less than 20 people in the Mural Room during restaurant hours.
- i. Food chosen from the Catering Menu, or Tea Menu and/or served on a buffet or plated, during the Restaurant hours, must have a minimum purchase price of \$12.00 per person and requires a minimum of 15 persons. A deposit of \$100 for events scheduled from 11-2 PM and \$500 for events scheduled from 830-230 PM, 3-6 PM. And 7-10 pm is needed to confirm the reservation.

II. OFF-PREMISE CATERING:

- a. Our menus can be catered and set-up or delivered to the location of your choice.
- b. All orders over \$16 per person include skirts and tablecloths for the buffet table, but do not include the tables, chairs or tablecloths for other tables.
- **c.** The customer is responsible for arranging the rental of tables (for seating and food), equipment, warmers, and chairs for all off premise locations (including the Japanese Gardens).
- **d.** All orders of less than \$16.00 per person are catered on upscale disposables unless the customer wants to pay additional for china.
- e. There will be a caterer's surcharge added to events catered at the Gardens Center, Japanese Gardens, Convention Center, Will Rogers, National Cowgirl Museum, and any other location that imposes a surcharge.
- f. The 18% service charge only covers servers for a 4-hour time frame. If the customer wishes the staff stay longer, there will be an additional fee.

III. MENU SELECTION/TASTING:

- a. Menu selection and tasting must be completed 30 days prior to the event.
- b. Menu must be selected 1 week prior to the menu tasting (no exceptions).
- c. Fruit, Cheese, Whole Salmon, and Carving station selections cannot be included in menu tasting.
- d. A maximum of 5 hors d' oeuvres, OR 2 entrees and 2 vegetables can be chosen for menu tasting and will only be served for up to 2 people.
- e. Each additional hors d'oeuvres (2 pieces) would be \$3.00 to taste, and each additional entree is \$10 to taste.

- f. Additional entrees do not include additional sides.
- g. Tasting is only provided for events of 50 people or more.
- h. A one-week notice and payment of half of the total invoice is required to schedule a tasting.
- i. Tastings are set up only after a menu has been preselected.

IV. RESERVATION AND CANCELLATION CHARGE:

- a. A non-refundable reservation deposit \$50 & rental charge of \$50
- b. Board Room/\$400
- c. Restaurant rental must be paid to reserve the date of your event.
- d. A non-refundable 50% of the estimated menu charge is due at signing of contract, or menu tasting, 4 months prior to the event.
- e. Notice of cancellation is required in writing 3 months prior to the event or the customer will be billed for the remaining balance.
- f. The remaining balance for food and alcohol (final payment) is due 21 days prior to the date of the event.
- g. Should, in extreme circumstances, it not be paid in full 21 days prior to the event, payment must be made in cash or with a cashier's check, no checks will be accepted.
- h. Any overage in numbers, additional alcohol charges, service charges and applicable taxes are due on the date of the event.
- i. A credit card number guarantee is required for amounts that are due on the day of the event.
- j. Reservations for parties that are larger than 15 guests, during normal restaurant hours, require a non-refundable deposit of \$50 to hold the reservation.
- k. In case of inclement weather, events can only be rescheduled for a later date, for a rescheduling fee, based upon availability, and no money will be refunded.
- 1. Plated Service for outdoor events is not available during rain or when outdoor conditions are slippery and a buffet dinner will be provided in lieu of a plated dinner.

V. FINAL GUARANTEE/NUMBERS:

- a. A guarantee of the number of guests is required at the time you reserve the date and cannot be decreased, but may increase.
- b. The final count of guests is due 21 days prior to the event; however, the customer can increase the number up to 24 hours prior to the event.
- c. If the guest count is to lower drastically within the 21 days, the cost per person is subject to change.
- d. The Gardens Restaurant is always prepared to serve 5% more than your guaranteed number of guests on buffets served at the restaurant. You will be billed for the guaranteed number of guests or number of guests actually served, whichever is greater.

VI.SETUP:

- a. Layout of the setup is to be decided on the day of menu selection.
- b. No changes in menu, set up, or layout to be made 3 weeks prior to the event.
- c. Absolutely no changes will be made on the day of the event.
- d. However, if the guarantee numbers change, management reserves the right to make changes in setup or change rooms without prior notification to the customer.
- e. For off-premise catering it is the customer's responsibility to set up/re-set tables, chairs, and tablecloths (if not rented from the Gardens Restaurant) for the event.
- f. Cakes cannot be stored in restaurant refrigerators, and centerpieces and decorations are not allowed to be stored prior to the 'event.
- g. Restaurant staff is not allowed to handle centerpieces or cakes due to liability issues.
- h. There may be an additional fee for elaborate setups, menus, specialty food service and additional equipment..

VII. RETURNED CHECK FEE

a. There will be a \$25 fee for all returned checks

VIII. ADDITIONAL PRICING INFORMATION/RENTALS:

- a. All prices shown are for buffet setup.
- b. Add \$2.00 per person for plated service
- c. A second entree can be added for \$5.00.
- d. Prices are subject to change based on market price.
- e. There may be an additional fee for elaborate setups.
- f. Formal Skirting for gift and cake table is available for \$25 for both tables.
- g. Cake plates and forks are available for cake service for \$50
- h. For parties less than 125 people; \$75 for parties of 125 200 people; \$100 for parties over 200 people.
- i. Cake cutting is available for \$50 for one cake and \$75.00 for two cakes.
- j. Customer must provide cake knife, cake boxes and napkins.
- k. Tablecloths can be rented for \$6.50 each and cloth napkins are \$0.35 each with a minimum rental quantity of 50 napkins.
- 1. Colors other than white and ivory are subject to availability and require a notice of 3 weeks prior to the event.
- m. For off premise events, champagne flutes and wine glasses can be rented for \$.40 each

IX. PRICES, SERVICES CHARGES AND TAXES:

- **a.** All prices are subject to change without notice, but are firm upon payment of deposit for a period of (6) six months.
- b. An 18% service charge will be added to all alcohol, menu prices, and rentals.
- c. Service charges not the same as gratuity, which is left to the discretion of the customer.
- d. In addition, applicable state tax (8.25%) will be added to the menu prices, rentals, and the service charge.
- e. An additional alcohol tax (6.7%) will be added to all Beer, Wine &Liquor.
- f. A delivery charge of \$25-\$100 will be added to all deliveries based on location.
- g. A tax exemption certificate is required for all events that are tax-exempt

X. COMENCING AND VACATING:

- a. Prices are based on either a 3 or 4-hour event.
- **b.** Customer agrees to begin the event promptly at the scheduled start time and vacate the premises at the termination time indicated on the contract.
- c. Plated meals need to be served on time to maintain & guarantee both freshness & quality of food served.
- d. If our staff is delayed in serving dinner by more than 45 minutes, and additional charge of \$50 will be billed to the customers.
- e. Buffet dinners will be served for one and a half hours.
- f. The customer will be billed \$100 for each additional half-hour of service after the termination time.
- g. Deliveries and set up for parties are only allowed 1 hour prior to the event.
- h. Customer may begin set up 1 hour prior to the event, including delivery of cake, DJ, flowers, etc.

XI. ADDITIONAL AGREEMENTS:

- a. No attachments or removal of restaurant decor is allowed on the walls, floors or ceilings of the restaurant building.
- b. The use of birdseed, rice, confetti, feathers, small beads/diamonds or glitter is not permitted in the Restaurant
- c. The use of fireworks including sparklers is strictly prohibited. There will be a charge of \$100 if this policy if violated.
- d. Any damage to the facility or its contents will be the responsibility of the customer and billed accordingly.
- e. Due to Health Department regulations, all food served at room temperature for over 3 hours is to be discarded.
- f. Food served on a full buffet is not allowed to be taken from the reception.
- g. The customer may take remaining hot food items ordered by the piece, but arrangements must be made at the time of the final payment.
- h. Prior notice is also required if a to-go box is required for the bridal couple.
- i. Cake base and stands are the responsibility of the customer. Please arrange for the removal of those items at the end of the event.
- j. The Gardens Restaurant & Catering will take all necessary care, but accepts no responsibility for the damage or loss of property or rentals left in the Restaurant or at any other location before, during or after the event.
- k. The customer is also responsible for any damage or breakage of any rentals during the event.
- 1. All event materials must be removed from the premises at the completion of the event.
- m. Menus and seating can also be changed or substituted upon the discretion of the management.

XII. KIDS Prices.

- a. There is no charge for children under 4 to eat at catered events that are served as a buffet.
- b. Children between the ages of 4 and 9 years can eat for half price on buffet menus only.
- There is no discount for plated meals for children.

I have read understand and agree to all outlined above

XIII. DISCI.AIMER.

The Fort Worth Botanical Society and the Gardens Restaurant reserve the right to exclude any group or individual deemed to be inimical to or a risk to the Gardens Restaurant property or interests. Groups or individuals shall be given equal opportunity regardless of race, creed, color, sex, religion, or national origin.

The county and county and agree to an country and country	
Printed Name of Lessee / Client	Date Signed
Client's Signature	
Gardens Restaurant & Catering Representative	Date

all parties shall receive a signed copy of this contract either via digital or printed.

The Gardens Restaurant – 3220 Rock Springs Drive, Fort Worth, Texas 76107

If you are completing this digitally, please forward **your signed copy to:**gardensrestaurant@hotmail.com