



## BANQUET CONTRACT

THANK YOU FOR JOINING US FOR YOUR SPECIAL CELEBRATION

Please guarantee this reservation with a credit card number and signature. The deposit payment of 10% of the estimated cost of your event (minimum of \$500.00) will be processed immediately.

Please Note: The Deposit Is Non-Refundable

Please fill this form out completely and fax back to: (650) 961-9741

Name \_\_\_\_\_

Company Name and/or Function \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone Number (Day) \_\_\_\_\_

(Eve) \_\_\_\_\_

(Mobile) \_\_\_\_\_

Fax Number \_\_\_\_\_

E-mail \_\_\_\_\_

Date of Party \_\_\_\_/\_\_\_\_/\_\_\_\_ Time \_\_\_\_:\_\_\_\_ AM PM

Number of Guests Attending \_\_\_\_\_ Children (if any) \_\_\_\_\_

Credit Card # \_\_\_\_\_

Type of Card \_\_\_\_\_ Expiration Date \_\_\_\_/\_\_\_\_

Name as it Appears on Card \_\_\_\_\_

The undersigned acknowledges and accepts this contract and all stipulations, and agrees to comply with the same.

Signature

Date \_\_\_\_\_

Ristorante Don Giovanni • 235 Castro Street • Mountain View, CA 94041  
(650) 961-9749 • FAX (650) 961-9741

# POLICIES AND PROCEDURES

The following policies explain the basic guidelines for Ristorante Don Giovanni and will assist you in the planning stages of your event. Specific details pertaining to menu selections, room and table arrangements, entertainment and other matters will be discussed and established prior to the event. Every effort will be made by the Staff and Management of Don Giovanni to ensure a successful event. A well planned and successful event requires a review of the following policies.

## **1. ROOM RENTAL CHARGES**

Room rental charges shall not be applicable if the group is ordering sufficient food and beverages from Ristorante Don Giovanni. However, if the group does not make any catering arrangements, they may be subject to room rental fees to be determined based on the group's size and the nature of their function.

## **2. PREVAILING LAWS**

All Federal, state and local laws with regard to food and beverage purchase and consumption are strictly adhered to. Ristorante Don Giovanni reserves the right to inspect and regulate all private meetings, banquets and receptions in accordance with established policies and laws.

## **3. FOOD AND BEVERAGE**

Ristorante Don Giovanni must provide all food and beverage, with exceptions made for wine, champagne, and cake. For wine and champagne, \$25.00 corkage fee per bottle will apply for 750 ml bottles and a \$30.00 corkage fee for magnum sized bottles. A \$2.00 per person cutting and serving fee will apply for any specialty desserts from outside providers.

## **4. ADVANCE PAYMENT**

For all general events, a deposit equal to 10% (a minimum of \$500.00) of the estimated cost shall be paid to Ristorante Don Giovanni at the time of signing the contract. We require up to 50% of the estimated total three (3) months prior to the function date and that 100% of the remaining estimated bill be paid no later than seven (7) working days prior to the function date. Any remaining balance is due in full at the conclusion of the event. Alternative payment arrangements are available and can be discussed with Ristorante Don Giovanni, however this must be done on a case-by-case basis.

## **5. DEPOSIT POLICY**

All deposits are non-refundable. The full amount of your deposit will be applied towards the food and beverage expenses for your event.

## **6. CORPORATE CREDIT APPLICATION**

All credit applications for corporate function must be received and approved no later than thirty (30) days prior to the function date. Advance payment of fifty percent (50%) of the estimated master account will be due at that time. Payment will be required upon receipt of the billing statement.

## **7. SERVICE CHARGES AND SALES TAX**

Banquet pricing does not include gratuity or sales tax. The eight and a quarter percent (9.125%) sales tax (or current tax rate) will be applied to all food and beverage charges. Groups requesting tax exemption must submit a tax exempt certificate thirty (30) days prior to the function date, or tax will be applied to the final bill and will not be refunded. (Further information will be supplied to our tax-exempt customers.)

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## **8. FUNCTION SPACE GUARANTEE**

To confirm function space on a definite basis, the group must provide Ristorante Don Giovanni with written authorization on Ristorante Don Giovanni contract or a confirmed Banquet Event Order. Ristorante Don Giovanni reserves the right to release function space which has not been confirmed in writing or for which no deposit has been received.

## **9. BANQUET SET**

Confirmation of the final number of attendees of any function must be submitted to the catering Department no later than seventy-two (72) hours prior to the function date. Ristorante Don Giovanni will be prepared to serve five percent (5%) in excess of the guarantee. Should the guarantee exceed five percent (5%) of the original estimated number of attendees, Ristorante Don Giovanni reserves the right to make a substitution for the original entrée ordered. All charges will be based upon the final guarantee, or the actual number of guest served, whichever is larger. If the required final count guarantee is not submitted to the Catering department, the original attendee figure on the banquet Event Order will be considered the final count. Guarantees for events on Monday or Tuesday will be required by 12:00pm on Wednesday of the previous week. Place settings shall be done in the same manner as regular Ristorante Don Giovanni service. This includes white linen tablecloths, assorted color napkins, assorted color appetizer plates, two forks and one butter knife. If there is any difference in the place setting desired, this must be discussed at least seventy-two (72) hours in advance of your event with the staff. The rental of any specialty linens, if desired by the group, must be arranged at least two (2) weeks in advance of the event, and will be arranged at the expense of the group.

## **10. MENU SELECTIONS**

All menu selections shall be considered definite and not subject to change seven (7) working days prior to the function date. Items listed on our menus are by no means the only items available. Ristorante Don Giovanni Catering Representative will be most willing to discuss alternate menu selections specially requested for your event.

## **11. SERVICE FEES**

Coatroom service is available at a charge of \$2.00 per garment and is based on the final guarantee. Valet parking is available at the current rate and is based on the final guarantee. Culinary chefs for food station presentations are available for \$75.00 per chef. Box delivery and storage is available for \$2.00 per box.

## **12. MARKET FLUCTUATIONS**

All prices are subject to change due to market fluctuations, unless such prices are confirmed in writing. Confirmed prices will be quoted no more than one hundred eighty (180) days prior to the scheduled function.

## **13. LIQUOR SERVICE**

Ristorante Don Giovanni facility reserves the right to refuse service to any minor, or person who cannot provide proof of age, per California State law. Ristorante Don Giovanni, at its own discretion, may discontinue beverage service if California laws are not obeyed. Per California State Law, we will not provide alcoholic beverages to individuals who seem to be strongly intoxicated and reserve the right to deny service to those who are deemed too intoxicated to control themselves. Open Bar: All charges incurred in relation to bar sales will be the responsibility of the group or individual hosting the event.

#### **14. PACKAGES AND SHIPPING**

Due to limited storage space, materials cannot be received at Ristorante Don Giovanni more than two (2) days prior to the meeting/event. Ristorante Don Giovanni does not at any time guarantee the security of any items left in the function rooms or stored on site. Loss or damage to group displays, decorations, or other property brought into Ristorante Don Giovanni will be the sole responsibility of the group, with Ristorante Don Giovanni assuming no liability.

#### **15. ELECTRICAL**

Electrical requirements for meetings and exhibits must be discussed in advance to ensure that the proper number of outlets and power is provided. Additional power must be reserved through our Catering Department. For display setups, arrangements must be made in advance for rental of electrical equipment.

#### **16. AUDIO-VISUAL**

Ristorante Don Giovanni can provide any audio-visual requirements needed for your event. Some are available on-site free of charge, while others may include a rental fee. Consult the Catering Department in advance to discuss your Audio-Visual needs. Ristorante Don Giovanni must be notified in advance of any outside company or producer coming on property, and reserve the right to advance approval, restrict or deny.

#### **17. TELEPHONE**

Should your group require a house phone, DID phone, speakerphone or conference call, these needs will be coordinated in advance. Audio-Visual Services will coordinate and pricing is included for your review.

#### **18. CONDUCT**

The host is responsible for the conduct of all persons in attendance and for any damages incurred upon Ristorante Don Giovanni or its guests by individuals associated with or representing the group's organization.

#### **19. ACT OF GOD**

If, for reasons beyond our control, including but not limited to, labor strikes, accidents, government restrictions or regulation on travel, acts of war or acts of god, Ristorante Don Giovanni is unable to perform its obligations, then such non-performance is excused with no other liability upon return of deposit. In no event shall Ristorante Don Giovanni be liable for consequential damages for any reason whatsoever.

#### **20. SECURITY**

Ristorante Don Giovanni requires security personnel for all groups whose size, program or nature indicates such need, at the sole discretion of Ristorante Don Giovanni Management. The Security Company hired is at the discretion of the group, and must be a reputable and licensed guard or security agency approved by Ristorante Don Giovanni Management. If the Security Company contracted by the group does not meet Ristorante Don Giovanni's requirements, Ristorante Don Giovanni at the group's expense shall contract additional security services.

#### **21. SIGN POLICY**

All signs must be professionally printed or painted, and must be approved through the Catering Department. No pins, tacks or adhesives of any kind are permitted on any of Ristorante Don Giovanni walls or doors.

I acknowledge the receipt and review of the Catering Policies & Procedures and agree to the above.

Banquet Event Host

Signature

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Date \_\_\_\_\_

Print Name: \_\_\_\_\_

Ristorante Don Giovanni Representative

Signature

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Date \_\_\_\_\_

Print Name: \_\_\_\_\_