

## DUKE'S MALIBU BANQUET INFORMATION AND AGREEMENT

**AGREEMENT:** This Agreement is between \_\_\_\_\_ (hereinafter "Patron") and Duke's Malibu (hereinafter "Duke's"). Patron intends to hold a banquet event on the premises occupied by Duke's and this "Banquet Information and Agreement" form is intended to clarify the understanding between Duke's and Patron.

**CONTACT:** It is required that one person be specified as the contact person from the group. This may be Patron, or person designated by Patron. This contact person should understand that Duke's staff will contact them directly with any questions or concerns that may come up during the event. If Patron designates a separate contact person, the Patron is still ultimately responsible for his/her group. For wedding ceremonies and/or receptions, the contact person must be available during setup of the event & is responsible for all of the Patron's items.

**GUARANTEE:** The guaranteed number of guests is required 14 days in advance of event. This number is the minimum that the bill is based on. The number may not be reduced within those 14 days. Duke's requires minimum numbers for reserving the banquet rooms and for certain menu choices; if these minimums are not met, Duke's reserves the right to change certain details of your event or the right to move your event to the appropriate space.

**DEPOSITS:** Regarding the **Ocean Room**, when Patron has decided on the date that the event is to be held, a **\$2,000 non-refundable deposit** is required to guarantee the specified date and time for the event. Regarding the **Board Room**, when Patron has decided on the date that the event is to be held, a **\$500 non-refundable deposit** is required to guarantee the specified date and time for the event. **Your requested date is not confirmed until the deposit is processed.** For all events, a deposit equaling the balance of the food and beverage minimum is to be received 90 days prior to the event. An additional deposit equal to 90% of the remaining balance of the estimated final bill (based on guaranteed headcount) will be due no later than 5 days prior to the event. Please remember that these are all non-refundable deposits and are only valid for the original date and time arranged. They will be applied to your bill on the day of your event.

Under the circumstances that a natural disaster or similar event causes Duke's to be unable to host the event as scheduled, cancellation fees shall not apply. However, if practical, Duke's and Patron shall reschedule event to soonest possible time and all fees paid shall be applied to new event date and time. Both parties shall endeavor to reschedule the party; but if no agreeable time exists to reschedule, then all deposits shall be refunded.

**PREMIUMS:** A **ROOM RENTAL FEE** and a **FOOD & BEVERAGE MINIMUM** will be discussed in full and determined by Duke's based on the desired date and time of the event. **Wedding Ceremonies** are charged an additional **\$1000**, which includes access to our beach front wedding suite. The maximum we can accommodate for a ceremony is **150 guests**.

**TIME RESTRICTIONS:** For the **Ocean Room** there is a 4 hour time allotment during the day or **5 hour time allotment** for the evening Banquet events, not to exceed midnight. Any additional hours, or parts thereof, over 5 hours are subject to a **\$750 per hour fee**. Start and end times are required to be scheduled when planning your event. All **Board Room** events have a **3 hour time allotment** for Banquet events, not to exceed 10:00pm. Only guests who are assisting with the set up and decorations for your event are permitted to enter the room before your start time.

**PLATING FEE:** If dessert is brought in from an outside source, there is a **Plating Fee of \$2.50 per person**. This includes: forks, plates, cutting and serving of your cake and/or dessert.

**BEVERAGES/BAR:** In compliance with state law, no hard liquor or beer may be brought onto the premises. Corked wine and champagne is permitted and is subject to a corkage fee of **\$20 per 750 ml. bottle / \$35 for magnum bottles**. The fee includes chilling, corking, glasses and service. An additional **fee of \$150** will be charged for an **in-room bar set-up** and is **mandatory for all Ocean Room events**. All persons consuming liquor on the premises must be of legal age, as mandated by state law. Duke's reserves the right to refuse service of liquor to any member of Patron's group at any time during the event. Intoxicated guests will not be served any alcoholic beverages. **NO MINORS WILL BE SERVED AT ANY TIME!!!** All bars will be closed down 30 minutes prior to the scheduled end of event.

**MUSIC/ENTERTAINMENT:** It is required that Patron discuss the type of entertainment that is planned with the banquet manager. All musicians and DJ's must carry a certificate of insurance. If Patron is planning live music, it must first be approved by Duke's. Dance floors must be used for any type of dancing. **A rental fee of \$350 will be charged for an 18' X 20' dance floor.**

**SECURITY:** Security is required for Bar & Bat Mitzvahs, as well as certain school functions. Two Security Guards will be provided for 5 hours with a **\$300 fee.**

**DECORATIONS:** All decorations must be discussed with the banquet manager prior to the event. No sparklers, birdseed, confetti, glitter, rice, gum, taffy or nuts in shells are permitted anywhere in the establishment or parking lot. No decorations may be taped adhered, stapled, or tacked in any way to the walls or chairs. We have a Wedding Suite/Dressing Room available to rent for **\$250.** The room is included in the Ceremony Fee.

**PARKING:** Prevailing parking rates will apply to all events. Arrangements may be made for Patron to pay for guests' parking.

**TAX AND SERVICE CHARGE:** All Services and Fees are subject to a **20% service charge.** All charges and fees are subject to applicable **9% state and local sales tax.**

**SPECIAL EVENT ORDER:** Patron, or designated contact person, will receive a Special Event Order (SEO) confirming the details of the event. Patron's signature is required on the SEO and must be returned to the banquet department prior to your event.

**PAYMENT:** Payments are due in full on the day of your event. We accept cash, Visa, MasterCard, American Express, and Discover. We are sorry, but checks are not accepted for final payment.

**DAMAGES:** The Patron agrees to assume responsibility for any injury, damage, or loss on the premises during the event arising as a result of due negligence or willful misconduct of its' guests, from the time the guests have entered the establishment until the time all guests have left the establishment. Duke's does not assume responsibility for lost or damaged articles left in the establishment prior to, during, or after the event. For certain events, a security deposit may be required. In the event of rowdiness, misconduct, or illegal activities, Duke's Malibu can choose to immediately end the event, and the full fees of the event will still be required.

**INDEMNIFICATION & INSURANCE:** To the extent permitted by law, patron agrees to protect, indemnify, defend and hold harmless Duke's Malibu and their respective employees and all claims, losses or damages to persons or property, and costs (including reasonable attorney's fees), arising out of or connected with your function, except those claims arising out of the sole negligence or willful misconduct of Duke's Malibu.

**SIGNATURE ACKNOWLEDGES HAVING READ, UNDERSTOOD AND AGREED TO COMPLY WITH ALL OF THE ABOVE AND BELOW INFORMATION AND AGREEMENTS:**

\_\_\_\_\_  
Signature of Patron

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date of signature

\_\_\_\_\_  
Type of event being held

\_\_\_\_\_  
Date of party

\_\_\_\_\_  
Time of party

\_\_\_\_\_  
Estimated # of guests

\_\_\_\_\_  
Room Rental Fee

\_\_\_\_\_  
Food and Beverage Minimum

\_\_\_\_\_  
Manager's Initials

**How did you hear about Duke's Banquet Room?** \_\_\_\_\_