

Sunda New Asian 110 W Illinois St Chicago, IL 60654 (312) 644-0500 [main] (312) 724-8196 [fax]

Contract for Events & Private Dining

Client Name: Samantha Franzese Minimum Spend: \$6,750.00

Company Name: Ornua Total Charges: \$6,750.00

Date of Event: December 11, 2015 Estimated Total: \$9,042.75

Day of Week Friday

Time of Event: 6:30 pm - 10:00 pm CST

Number of Guests: 50 Guaranteed Guests

Room/Space: South (South Banquet Room)

SUNDA VENUE POLICIES: Please print and read.

110 W. Illinois Street – Chicago, IL 60654

By clicking "I agree to the Venue Policies" and the Green "APPROVE PROPOSAL" Button on the Proposal webpage, you accept that you have read, agree to, and understand these policies below and are in agreement with the venue:

TERMS & CONDITIONS

Sunda agrees to provide at Patron's request and Patron agrees to accept and pay for the food, beverages, space and related services at Sunda, Chicago, for the function described on the Event Agreement, and upon the following Terms & Conditions:

<u>Insurance</u>: Sunda carries valid insurance coverage for the following: Bodily Injury and Property Damage - per occurrence \$1,000,000; General Aggregate - other than products \$2,000,000.

Guarantee No later than seven business days prior to the function, SUNDA is to be advised of the exact number of guests to be set up, staffed, and served. That figure will then be patron's guarantee for which patron will be charged, even though a lesser number may actually attend. Also, any number exceeding the guarantee will be charged per person in accordance to the cost per person on the contract. SUNDA will count the actual number of guests attending at the arrival time, and that count will be final as agreed per this contract.

<u>Payment:</u> SUNDA terms are 100% pre-payment. 50% of the total bill is due to confirm and book the reservation; the remaining is due 7 business days prior to the event. Additions at event will be charged to credit card on agreement.

Service Charge: A service charge of 20% will be applied to all food and beverage total costs.

<u>Sales Tax:</u> Chicago's Sales Tax, currently 10.5%, will be added to Patron's bill, unless tax exempt in which case a tax exempt form must be submitted upon contract signature.

Overtime: Overtime must be coordinated and approved by the sales director, and may incur additional charges to your final bill.

Cancellation: All deposits are non-refundable.

Receipt of Packages: Will be handled as follows:

- Patron must advise the venue in advance of any materials, i.e. giveaways, literature shipped or delivered to Sunda.
- All deliveries must be scheduled for the day of the said event after 10 AM.
- The maximum storage time is 24 hours before and/or after event.
- All property owned by the Patron that is kept, stored or maintained is at the risk of the Patron only.
- SUNDA shall not be responsible for loss or damage to said property.



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<u>Security:</u> SUNDA provides its own security staff. Absolutely no Security Company will be allowed into SUNDA unless it has been approved by SUNDA Director of Security. SUNDA reserves the right to remove patrons engaged in the use of illegal substances or disorderly conduct._

<u>Marketing & Signage:</u> SUNDA must approve all marketing before any print or advertising. Patron shall not display any signs or advertising material anywhere (including SUNDA) without prior written consent. All posters in SUNDA must be free standing or hung with wire; no adhesive may be applied to walls.

<u>Audio/Visual/Outside Vendors:</u> SUNDA will arrange for ALL outside vendors, lighting technicians, Dee Jay's, etc. Patron shall not authorize outside vendors without the prior written consent of SUNDA. SUNDA will not be held responsible for loss or damage to Patron's property, and should Audio/Visual load-in damage the property of SUNDA, the Patron will be responsible for any costs incurred.

<u>Parking:</u> SUNDA will not be held liable if any damage/theft occurs. Reliable Valet Corporation is licensed and insured for loss or damages and all such matters should be taken up directly with Reliable Valet. PRE-Paid Valet Vouchers are available for your event. Please inquire with your Rockit Ranch event planner.

Optional Amenities: Hosted Coat Check charged @ \$2 Per per Guaranteed Guests (\$200 Minimum) for attendant,

Acts of God: It is understood and agreed that if SUNDA is prevented or prohibited from carrying out the terms and conditions of this agreement for reason of strike, labor dispute, or governmental order, rule, regulation or law whether Federal, State, Municipal or disaster, civil disorder or other emergencies making it inadvisable, illegal or impossible to provide the facilities for the meeting/social function, SUNDA shall have the right to cancel the agreement at any time upon giving notice to the Patron.

<u>House Policy:</u> No Food or Beverages will be permitted to be brought into SUNDA by Patron or any of the Patron's guests or invitees from the outside, unless mutually agreed upon between the Patron and SUNDA. SUNDA reserves the right to remove unapproved food and beverage brought into the venue.

Exculpation: SUNDA shall have no liability for any personal injury or damage to property which may be incurred by any person at the premises on the date of or prior to the function, and Patron agrees to indemnify and hold SUNDA harmless against any such liability or claim, including the payment of attorney's fees except such liability resulting from the gross negligence of SUNDA, which SUNDA represents and covenants will be in an amount of not less than \$1,000,000.00.

<u>Government Regulations:</u> Patron shall comply with the laws and ordinances and the orders, rules, regulations and requirements of all governmental authorities and departments thereof having jurisdiction over the premises.

<u>Illinois Law:</u> The parties agree that the laws of Illinois shall apply to this agreement. Any lawsuit involving this agreement shall be in the courts, within the City of Chicago.

The Patron (Name & Company):
Patron Title:
Signature of Agreement by (Please Sign):
[if you have accepted these terms by clicking _ "I agree to the Venue Policies" and the Green "APPROVE PROPOSAL" Button
on the Proposal Page, you do not need to return this document to us. Your e-signature is a legally binding agreement of these
<u>terms.</u>
_ Today's Date:



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