

Barrel Proof Private Event Rental Agreement

Event Date:

Type of Event:

Number of Guests:

Set-Up Time: _____ Event Start Time: _____ Event End Time:

Primary Contact:

Client:

Address:

City: _____ State: _____ Zip:

Preferred Phone:

Email Address:

Private Event Rental Agreement (the "Agreement"), dated _____, between Barrel Proof (the "Bar") and _____ (the "Renter").

The parties agree as follows:

Occupancy

The Bar is available for private (full facility rental) and semi-private (partial room rental) events on a contracted basis. The amount of space that is reserved for your group will vary depending on the size of your group, applicable event minimums, and the type of event. The Bar requires prior written approval of guests under the age of 21. The Bar accommodates the following number of guests:

Full Facility Rental - 222 guests

Full Mezzanine Level - 89 guests

Front Mezzanine - 25 guests.

Number of Guests for this Event:

Area Rented:

Other Terms:

Minimums

Food and beverage minimums apply to all private and semi-private events and vary depending on the night of the week, time of the year, and size of the party. Minimums range from \$250.00 - \$4,000.00 for semi-private events and \$6,000-\$10,000 for private events. Any group that does not reach the specified food and beverage minimums will have the difference added to the bill for their event. Food and beverage minimums do not include gratuity, rental fees, applicable tax, service charges, or other incidental charges. Payment of the food and beverage minimums are due the day of the event.

The food and beverage minimum for this Event is

Decorating Restrictions

Any decorations must be approved before the Event. No decorations may be placed on the walls, ceilings, or elsewhere without prior approval from the Bar. The Bar has sole discretion to approve decorations. After decorations are approved, the Bar may revoke approval if the decorations are substantially different from the previously agreed upon decorations or if the decorations may cause damage the Bar.

The following decorations have been approved for this Event:

Reservation & Deposit

A non-refundable deposit equal to the rental fee is due to secure your reservation. Reservations are tentative until this agreement is signed and the deposit is received by the Bar. If the deposit is not received by the Bar within three (3) days of signing this Agreement, the Bar has the right to cancel the reservation. The deposit may be paid by cash, check, or credit card.

The deposit due for this Event is:

Availability and Booking your Event

The Bar is available from 9:00 a.m. to 2:00 a.m., seven (7) days a week. All events are booked on a first come, first served basis and are only considered reserved once a fully executed Agreement and the deposit has been received by the Bar.

Room Set-Up

The Bar will determine the appropriate staffing and room set-up according to the number of guests and any other details discussed while booking. DJs may be considered for full facility rental.

Food and Beverage

The Bar offers a private event menu. You may also order from our standard restaurant menu. No outside food or beverage is allowed on the premises without prior written approval. The Bar offers several beverage packages, including based on consumption and various levels of open bar. A corkage fee of \$25 applies to any 750ml of wine or beer and \$40 for a 1.5L bottle. All parties of 30 or more must pre-order food at least 5 days before the event. Menu selections and price are subject to change without prior notice.

The following food and beverage have been approved for this Event:

Fee: _____

Service Charges, Sales Tax and Payment

All food, beverage, and service are subject to California State Tax (the current rate is 8.75%). In addition, a 25% service fee will be added to all checks, all of which will go to the event staff as a gratuity. One bill will be presented to the primary contact, and must be paid in full by cash or credit card at the conclusion of the event.

Cancellation Policy

The rental fee deposit is non-refundable. If a cancellation occurs:

Within two (2) weeks of the event, your credit card will be charged with 25% of the food and beverage minimum.

Within seven (7) days of the event, your credit card will be charged with 50% of the food and beverage minimum.

For events in December, if a cancellation occurs:

Within two (2) weeks of the event, your credit card will be charged with 50% of the food and beverage minimum.

Within seven (7) days of the event, your credit card will be charged with 100% of the food and beverage minimum.

The Bar stores a valid credit card on file, which will be charged under the terms above.

Name on card: _____

Type of card: _____

Card number: _____

Expiration date: _____

Security Code: _____

I authorize Barrel Proof to charge the credit card indicated in this authorization form according to the terms outlined in this Agreement. I certify that I am an authorized user of the credit card and that I will not dispute the payment with my credit card company; so long as the transaction corresponds to the terms indicated in this form.

Printed Name and Title

Signature

Date

Liability

Renter agrees to indemnify, defend, and hold the Bar, its building owners, officers, and agents harmless of and from any liabilities, costs, penalties, or expenses arising out of and/or resulting from the rental and use of the premises, including but not limited to, the personal guarantee of provision, service, and dispensing of payment by Renter, its employees, and agents of alcoholic beverages at the Bar. In the event the Bar, its building owners, officers, and/or agents, are required to file any action in court in order to enforce any provisions of this agreement, Renter agrees to pay the Bar, its building owners, officers, and/or agents, all reasonable attorney fees, court fees, and costs of suit incurred by the Bar, including all collection expenses and interest due.

Conduct

The Bar reserves the right to refuse service to guests who conduct themselves in a disorderly manner, which shall be determined in the sole discretion of the Bar.

Acknowledged, Agreed and Authorized by Primary Contact/Renter:

Printed Name and Title

_____ Date:

Signature

Acknowledged, Agreed and Authorized by Barrel Proof SF:

Printed Name and Title

_____ Date:

Signature

Summary of Terms:

Rental Deposit (Non-Refundable): _____ Date Due: _____

Food and Beverage Minimum: