



## Event Contract

A signed copy of this contract along with your deposit (20% of the Food & Beverage minimum) and coordination fee are required to secure a date for your event at Havana '59. To enter into a contract with Havana '59 the undersigned must be at least 25 years of age.

All prices quoted exclude applicable sales, taxes, gratuities, rentals, flowers, outside decorations, etc. Exceptions may be made if and only if an agreement is made between Havana '59 and the interested party prior to signing this contract. Any agreements outside of this contract should be included as an addendum to this contract. If an outdoor event is booked, the cost of renting the 17th St. Plaza will not count towards the agreed upon minimum. All arrangements including, but not limited to, final menu selection and headcount must be submitted at least 10 days prior to the event date.

Remaining balances are due in full on the day of the event. Accepted methods of payment include: cash, corporate checks, and all major credit cards. Personal checks are not accepted. Full deposits are refundable if and only if an event is cancelled within 30 days of the date the client signs the contract. If the event is cancelled past the 30-day window mentioned above the client agrees to surrender half of their deposit to Havana '59. The client will receive the other half of said deposit as a food and beverage credit that may only be used at Havana '59. However, if the client decides to cancel their event within 9 months of the scheduled date the client agrees to surrender their deposit in full to Havana '59. If an event is cancelled less than 30 days prior to the event the undersigned will be charged in full for the food and beverage minimum listed below, including all applicable tax and gratuity.

The client's refundable portion of the deposit will be credited back to them via the method agreed upon in this contract. The same method used to take said deposit. If said deposit is made with cash it will be returned in the form of a check.

Should the client choose to reschedule their event at least nine months prior to their agreed upon date no fees or penalties will be charged. If the client decides to reschedule within nine months of the date of the event and before ninety days of the date of event the client agrees to surrender half of their deposit. The other half may be used as a food and beverage credit at Havana '59. The client will also be required to put down a new deposit for the rescheduled date. If the client chooses to reschedule within 90 days of the event, Havana '59 reserves the right to keep said deposit in full. In this event the client will be required to put down a new deposit for the rescheduled date.

Havana '59 will not be held responsible for refunding deposits or holding future dates in the event of circumstances beyond our control; such as acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, etc.



The client shall be held responsible for any physical damage done to the premises, furnishings, or any other property of Havana '59 caused during their event. Havana '59 reserves the right to hold the full amount of the refundable portion of the deposit after the conclusion of the event until we've accurately assessed incurred fees due to any damages caused during the event. If any damages have been caused, the cost of said damages will be itemized and deducted from the deposit. The client's deposit will be returned within 3-5 business days of their event.

Additional arrangements including, but not limited to, live music, decorations, etc., which are not provided by Havana '59 must be approved by Havana '59 prior to the event. There is to be no use of glitter, confetti, or similar decorative items. Any such use will cause forfeiture of your deposit. Sparklers are illegal in the city of Richmond. There is to be no use of sparklers on or off premises. Further, if the host or their guests use sparklers on city property Havana '59 we will not be held liable for any citations or fines imposed by the City of Richmond.

The client has three days to pick up any decorations brought in by the host or on behalf of the host. Failure to pick up said items will result in any items becoming the property of Havana '59. The host will have one day to pick up any leftover food, electronics, or similar items.

Outside food or beverage (apart from specialty items approved by Havana '59, i.e. birthday cake, wedding dessert, etc.), especially alcohol, is not permitted. Consumption of food or beverage not purchased at Havana '59 will be grounds for immediate termination of the event with no refunds given and the contract enforced in full.

Events including guests under 21 years of age are allowed. However, Havana '59 reserves the right to terminate the event at any point that a minor is caught consuming and/or under the influence of alcohol. Use and/or possession of illicit substances is strictly prohibited. Havana '59 reserves the right to terminate the event at any point that this rule is violated. If an event is terminated prematurely the client will be charged in full for the event according to the terms agreed upon in this contract.

The undersigned agrees and acknowledges that by booking the 2nd floor only (not the 3rd floor balcony) that the 3rd floor balcony may still be booked for the date of their event by a third party up to and including the day of the event. Nothing shall be thrown over the 2nd or 3rd floor balconies to the street below. If any guest violates this term they will be removed from the event. It is at the manager on duty's discretion as to whether the entire event will be terminated at that time. If an event is terminated prematurely the client will be charged in full for the event according to the terms agreed upon in this contract.

A liability waiver must be signed to remove any leftover food items from the building.

The client agrees that Havana '59 will not be held liable for any accidents or injuries that may occur on the date of the event or on our premises. Shoes are always to be worn. There are no exceptions to this



rule. The client acknowledges and understands that the upstairs event space is not handicap accessible. Havana '59 has permission to protect and ensure the safety of all of our guests and employees. This includes, but is not limited to, the right to dismiss a guest who may pose a threat or harm to themselves and/or others in the building.

The coordination fee charged to the client includes certain services provided by Havana '59. However, these services are limited. Havana '59 reserves the right to impose an additional fee in the event that our staff must go above and beyond reasonable expectations in order to provide a successful event for clients and/or guests.

This rental agreement is written consent that Havana '59 has permission to post/share any photos the company has taken, as well as repost any articles and/or photos third party companies choose to publish. Havana '59 agrees to give credit to all third-party vendors in the case of posting their copyrighted materials. However, if proper credit is not given Havana '59 will incur no liability.

**If the F & B minimum is not reached, the undersigned client will be liable for the difference.**



Food and Beverage Minimum Cost: \$ \_\_\_\_\_ (Does not include tax and gratuity)

Space Reserved:

Date:

Time of Event:

Duration: 5 hours

Estimated Headcount:

Minimum Price of Event: \$ \_\_\_\_\_ (including minimum, tax, and gratuity)

Deposit Required: \$ \_\_\_\_\_

(Includes \$ \_\_\_\_\_ non-refundable coordination fee, that does not apply to minimum cost.)

Client Name: \_\_\_\_\_

Client Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Type of Card: \_\_\_\_\_ Expiration date: \_\_\_\_\_ Billing zip code: \_\_\_\_\_

Credit Card number: \_\_\_\_\_

Security Code on back of card: \_\_\_\_\_

Signature of client(s): \_\_\_\_\_

Type of Event:

Date Signed:

Representative of Havana 59: \_\_\_\_\_ Title: \_\_\_\_\_