

# Banana Café

## Catering and Special Event Agreement

Today's Date: \_\_\_\_\_

AGREEMENT between Banana Café hereinafter called the Caterer  
and \_\_\_\_\_ hereinafter called Patron.

Main Patron's name \_\_\_\_\_

Phone # (work) \_\_\_\_\_ (mobile) \_\_\_\_\_

Back-up Patron's name: \_\_\_\_\_

Phone # (work) \_\_\_\_\_ (mobile) \_\_\_\_\_

Email Address (Primary) \_\_\_\_\_

Email Address (Secondary) \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_ Fax # \_\_\_\_\_

Date of function: \_\_\_\_\_ Starting time \_\_\_\_\_ Ending Time \_\_\_\_\_ Time of Meal \_\_\_\_\_

Approximate Number of Guests \_\_\_\_\_ (Children) \_\_\_\_\_

Guaranteed final Count \_\_\_\_\_

(2 weeks before event, must be within 15% of original number of guests)

Price per guest \$ \_\_\_\_\_ Price w/ service and tax \$ \_\_\_\_\_ Room Charge \$225.00  
(Please note Room Charge is waived with \$750.00 minimum food and beverage charge. Tax/Gratuity not included)

Other charges \$ \_\_\_\_\_ Anticipated Total \$ \_\_\_\_\_

All federal, state and municipal taxes applicable to this function shall be paid for separately by the patron, in addition to prices herein agreed upon. Upstairs seating is limited to 30 inside and 30 outside, total 60 persons.

\*\*\*A 20% service charge/gratuity and a 7.5 % sales/meal tax will be added to all bills.

\*\*\*Balance due within 7 Day Before the event unless prior arrangements are made.

Amount of Deposit \$ 500.00 Date Paid \_\_\_\_\_

Bills not paid in full within 30 days of the date of the event are deemed overdue and will be assessed a 1.5% interest charge, equivalent to 18% annually, further, if the patron fails to pay in a timely fashion and legal action is taken to recover any unpaid portion of the bill the patron is responsible for the caterer's reasonable attorney's fees.

- 1.) IT IS FURTHER AGREED as a condition precedent of the agreement that the Patron will pay a deposit, computed above on the acceptance of this contract. The deposit is non-refundable.
- 2.) All details of the menu and set-up will be on Page 2 of the contract
- 3.) Patrons agree to inform Caterer at least 14 days in advance as to a definite number guaranteed. Unfilled reservations will be billed. Caterer will prepare for approximately 10% more not exceeding 6 guests. An additional \$7.00 per person charge will be added for add-on guests made after the final deadline in addition to the set price per guest.
- 4.) The Caterer will exercise all reasonable care in security of liquor supplied by Patron and will furnish bartenders to dispense such liquor. However the patron will not hold the caterer liable if theft, breakage or vandalism should occur, or any other acts beyond reasonable care by the caterer.
- 5.) Should the affair be held in a facility with a liquor license held by the patron, then all security and/or liquor shall in no way involve the caterer and the patron will be responsible for all such aspects of the event.
- 6.) Patrons agree to begin function promptly at the scheduled time and to vacate premises at the closing hour

indicated. The Patron further agrees to reimburse the Caterer for any overtime wages, payments or other expenses incurred by the caterer because of the Patron's failure to comply with these regulations.

7.) Patron assumes responsibility for any and all damages caused by any guest, invitee or other person attending function.

8.) It is understood that the Patron will conduct the function in an orderly manner and in compliance with all applicable laws, ordinances and regulations (and any special requirements of the patron set forth in the contract)

9.) In the event of breach of contract by Patron, the Caterer may keep deposit and patron shall be obliged to reimburse Caterer for any damage costs incurred reason of breach thereof, including, but not limited to, lost profits, the cost of any supplies purchased in anticipation of the event and for the contract price of the event.

10.) This contract is contingent upon the absence of force majeure or any causes beyond the control of the caterer. The caterer also reserves the right to make reasonable substitutions if unable to secure specific items.

11.) This agreement is not assignable.

12.) This agreement shall be governed by the laws of the State of Florida, Monroe County and the City of Key West.

**MENU:**

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**BAR: Cash/Open**

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**Bartender Fee: \$100 1-3 hours, \$150 3-5 hours, 6 or more hours add \$50 per hour.**

Please note that if extra time is required for dining room set up and/or band practice, you will be billed for this time at a rate of \$100 per hour. One hour room preparation time is allotted to each party reserving the upstairs dining room. Patron may store items for the reception in the upstairs dining room on the day of event only at their risk and by prior arrangement with management. Dining room must be cleared following the event and items must not be stored overnight.

**Room Set-Up Specifications:**

**Linen Colors:** \_\_\_\_\_ **Centerpiece** \_\_\_\_\_

**Head Table for how many: Y/N** \_\_\_\_\_

**Other Decorations:** \_\_\_\_\_

All decorations, must be approved by management (confetti is prohibited at Banana Cafe)

**Florist:** \_\_\_\_\_ **DJ / Band** \_\_\_\_\_ **Cake** \_\_\_\_\_

**Audio/ Visual Equipment:** \_\_\_\_\_

*Smoking Is Allowed Outside Only* **Security: Y/N** \_\_\_\_\_

**Patron Signature:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**Patron Printed Name:** \_\_\_\_\_

**Accepted by** \_\_\_\_\_ **DATE:** \_\_\_\_\_

Banana Cafe Representative EMAIL: BananaCafe@Comcast.net

**Caterer Printed Name:** \_\_\_\_\_