



Fargo Billiards & Gastropub Private Room Rental Agreement

This Private Room Rental Agreement (“Agreement”) governs the terms and conditions under which Fargo Billiards & Gastropub (the “Establishment”) will provide private room rental services to its patrons.

1. Definitions. As used below, the following terms mean:

- a. Patron (*name of rental party*) _____
- b. Contact (*primary contact of Patron*) _____
- c. Patron Address _____
- d. Telephone Number _____
- e. Date of Reservation _____
- f. Time of Reservation (*from when to when*) _____
- g. Estimated Headcount (*due upon payment of Services Deposit*) _____
- h. Final Headcount (*due 5 business days before the event*) _____

2. Services.

a. Room Charge per hour (check applicable room and charge)

- i. Fisher Room (accommodates approx. 40-45 people) - **\$60.00 per hour** _____
- ii. Mosconi Room (accommodates approx. 40-45 people) - **\$60.00 per hour** _____
- iii. Twain Room (accommodates approx. 15 people) - **\$30.00 per hour** _____
- iv. The Deck (All tables / accommodates up to 80 people with covered pool tables) - **\$60.00 per hour** _____
- v. The Deck (Tables 24 / 26 / 28 - each table seats up to 8 people) - **\$10.00 per table/per hour** _____
- vi. The Black Tees - (All tables / accommodates up to 80 people with covered pool tables) - **\$60.00 per hour** _____
- vii. The Black Tees (Tables 19 / 21 / 23 – each table seats up to 8 people) - **\$10.00 per table/per hour** _____
- viii – League North or League South Section (10 pool tables in each section) = **\$100.00 per hour** _____
- viii. Grouping of Pool Tables (Each pool table accommodates approx. 8 people) - **\$10.00 per table/per hour** _____

b. Bar Packages (see brochure for more details)

- i. Cash Bar _____
- ii. Open Bar (18% gratuity) _____
- iii. Drink Ticket Tab (18% Gratuity) _____
- iv. Dollar Limit (18% gratuity) _____

c. Gastropub Signature Packages

- i. Appetizer Buffet Package (Select 5 Appetizers off our Starters Menu – Gastrogaggle excluded)
\$14/person - _____
 - ii. Pizza Buffet Package (Select 5 Pizzas off of our regular pizza menu – BYO pizzas are limited to 3 toppings)
\$9/person - _____
 - iii. Taco Bar Buffet Package (Ground Beef and Chicken)
\$12/person - _____
 - iv. Italian Buffet Package (select one of the following options – groups of 50 or more guests may choose two items)
\$11/person - _____
 - 1. Spaghetti and Meatballs _____
 - 2. Beef or Vegetable Lasagna _____
 - 3. Chicken Parmesan with Fettuccine _____
 - 4. Chicken Fettuccine Alfredo _____
 - v. The Prime Rib Dinner Package (we prepare all of our prime rib dinners to a medium rare to medium temperature)
\$20/person - _____
 - vi. Soup & Salad Luncheon (Select two of the following soup options to accompany your mixed greens)
***\$7/person - _____**
 - 1. Chicken & Wild Rice _____
 - 2. Clam Chowder _____
 - 3. Tomato Basil _____
 - 4. Chili w/ Ground Beef _____
 - 5. Chicken Tortilla _____
 - 6. Beef Barley _____
 - 7. Vegetable Beef _____
 - 8. Broccoli & Cheese _____
 - 9. Beer Cheese _____
 - 10. Chicken & Dumpling _____
- *Substitute cocktails sandwiches (Roast Beef / Turkey / Ham – assortment) and condiments for salad for an additional \$2/person.
- vii. The Steak & Shrimp Dinner
\$20/person - _____
 - vii. Breaded Walleye Dinner (no broiled option available)
\$18/person - _____
 - viii. Off The Menu – **THIS OPTION IS ONLY AVAILABLE FOR GROUPS OF 20 OR FEWER GUESTS**

d. Gastropub Tray Options (see brochure for more details)

- i. Chocolate Covered Strawberries (white & dark) – 100 piece = **\$150.00/Tray** _____
- ii. Chicken or Vegetable Potstickers (choose one) – 100 piece = **\$150.00/Tray** _____
- iii. Jumbo Shrimp Cocktail – 100 pieces = **\$250.00/Tray** _____
- iv. Teriyaki Beef Kabobs – 100 pieces = **\$200.00/Tray** _____
- v. Satay Chicken Skewers – 100 pieces = **\$200.00/Tray** _____
- vi. Cocktail Sandwich Tray – 50 pieces = **\$100.00/Tray** _____
- vii. Bruschetta (serving 50 people) - **\$150.00/Tray** _____
- viii. Spinach & Artichoke Dip (serving 50 people) - **\$150.00/Tray** _____
- ix. Vegetable Platter (serving 50 people) - **\$150.00/Tray** _____
- x. Barbequed or Swedish Meatballs (serving 50 people) - **\$175.00/Tray** _____
- xi. Assorted Fruit Tray (serving 50 people) - **\$150.00/Tray** _____
- xii. Assorted Dessert Bites Tray (serving 50 people) - **\$150.00/Tray** _____

e. Other Services

- i. Audiovisual (Projector and screen) – no charge _____
- ii. Trick Shot Exhibition – (\$100.00 – approx. ½ hour to 45 min. in length) _____
- iii. Tournament Packages (Pricing dependent on group size & group needs) _____

3. Estimated Charges

The Establishment and the Patron agree and understand that the Estimated Charges are based upon the Estimated Headcount and the Services requested. The Estimated Charges do not include tax, gratuity, or Bar Package Charges. The Estimated Charges are based upon the Estimated Headcount, cost of the requested room, Gastropub Signature Package, and other reserved services such as The Trick Shot Exhibition. The Estimated Charges are provided for the purpose of determining the Services Deposit.

- a. *Estimated Room Charge* = _____
- b. *Estimated Signature Package / Tray / Food Charges* = _____
- c. *Estimated Other Charges* = _____
- d. **Total Estimated Charges** = _____

4. Final Headcount

The Final Headcount is due five (5) business days prior to the event. If no final headcount is received, the patron will be charged for the most recently received Estimated Headcount or for the number of guests in attendance, whichever is greater. The Establishment will make every effort to accommodate additional guests if possible, but this cannot be guaranteed.

5. Deposit

a. Room Deposit – Due at the time of reservation to reserve date and time. Deposit is fully refundable on the evening of your event. The room rental deposit to secure time and date is \$50.00.

6. Cancellation

- a. *Cancel at least 14 days prior to event date = full refund of deposit.*
- b. *Cancel between 7-13 days prior to event date = 50% refund of deposit*
- c. *Cancel less than 7 days prior to event date = NO REFUND*

7. Final Payment

All final charges will be presented to the Contact or Designated Host at the conclusion of the event. Final Payment is accepted in the form of credit card, check, or cash. Personal checks are accepted for event charges.

Food & Beverage

Unless approved by the Food & Beverage Director, all food and beverages must be supplied by the Establishment. The Establishment strictly adheres to all state and federal laws pertaining to service of alcoholic beverages, including sales to minors and intoxicated persons. If the Patron should request removal of any food items from the Establishment, the Patron recognizes and agrees that it is at the Patron's own risk and that the Establishment bears no responsibility for the safety of the removed food items after the items leave the premises of the Establishment. No alcohol or beverages may be removed from the Establishment.

9. Indemnification

The Patron agrees to indemnify, defend, and hold the Establishment harmless from and against any and all damages, losses, claims, judgments, and costs (including attorney fees), unless caused solely by the gross negligence or willful misconduct of the Establishment's officers, employees, agents, or contractors, arising from Patron's (a) use of the Room and Establishment; (b) activities in the Room and Establishment; (c) from anything done, permitted, or suffered by Patron in the Room and Establishment; or (d) from Patron's failure to observe or perform any agreement or promise under this agreement.

10. Contracted Services

Outside services contracted by the Patron must be approved by the Establishment in advance. Any damage caused to the premises by the Patron's contracted services is the responsibility of the Patron.

11. Responsibilities of the Patron. The Patron agrees to be responsible for any damage to the Establishment and the event Room, including but not limited to the art work furnishings, if such damage is caused by the Patron, its guests, invitees, employees, independent contractors, or other agents under the Patron's control. The Establishment will not accept responsibility for conditions beyond the control of the Establishment or damage or loss of any merchandise or articles left in the Room prior to, during, or following the Patron's event. Alcoholic beverages will not be consumed by anyone under the age of 21. If Patron permits unreasonable conduct or the consumption of alcohol in violation of the law, the Establishment reserves the right to terminate this Agreement subject to the terms in paragraph 12 below.

12. Termination

The Establishment reserves the right to cancel this Agreement at any time, with or without notice, in the event that any term or condition or promise in this Agreement has been or is being violated. In such event, there will be no reimbursement or credit towards any fee previously paid or any fee still owing.

By executing the following and payment of deposits, the Parties agree to all of the terms and conditions of this Agreement.

SIGNATURE OF PATRON: _____ Date: _____

FOOD & BEVERAGE DIRECTOR'S

SIGNATURE: _____ Date: _____