

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 at the time of the 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 (accommodates about 30) \$35.00 per hour_____
 - ii. Mosconi (accommodates about 30) \$35.00 per hour_____
 - iii. Twain Room (accommodates about 15) \$20.00 per hour____
- b. Bar Package
 - i. Cash Bar _____
 - ii. Open Bar (18% gratuity)_____
 - iii. Ticket Tab (note details) _____

 - iv. Dollar Limit (18% gratuity) _____
- c. Gastropub Signature Packages
 - i. Appetizer Buffet (\$12/person)_____
 - ii. Pizza Buffet (\$9/person)_____
 - iii. Baked Potato Pub Package (\$10/person)_____
 - iv. Hot Specials Package (\$12/person)
 - 1. Chicken Parmesan with Pasta_____
 - 2. Chicken Picatta_____
 - 3. Swedish Meatballs_____

- 4. Meatloaf_____
- 5. Burgandy Beef_____
- 6. Hot Turkey Sandwich_____
- 7. Hot Beef Sandwich_____

v. Shepard’s Pie Package (\$9/person)_____

vi. Fajita/Taco Package (\$13/person)_____

vii. Italian (\$9/person)

- 1. Spaghetti and Meatballs_____
- 2. Beef Lasagna_____
- 3. Chicken Parmesan_____

viii. Wrap Sandwich & Soup (\$12/person) _____

ix. Vegetarian Delight (\$11/person)_____

x. Continental Breakfast (\$9/person)_____

xi. Pub Corporate Breakfast (\$12/person)_____

xii. Other_____

d. Other Services

i. Audiovisual – no charge_____

ii. Trick Shot Exhibition (\$100)_____

iii. Tournament Packages (price dependent upon need)_____

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 Gastropub Signature Package Charge _____

c. Estimated Other_____

d. **Estimated Charge** (total)_____

4. **Final Headcount.** The Final Headcount is due 5 business days prior to the event. If no Final Headcount is received, 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 time of reservation to reserve date and time: **\$50.00**

b. Services Deposit - Due 30 days prior to the event: **50% of the Estimated Charge** (subtract \$50.00 Room Deposit if already paid).

- c. Deposit may be made by corporate check, cash, or by credit card for use consistent with the terms of this Agreement.
6. **Cancellation.**
 - a. Cancel at least 21 calendar days before the event – full refund.
 - b. Cancel between 20 and 11 days before event – refund 75% of Services Deposit.
 - c. Cancel 10 days or less before the event – 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, company check, or cash. No personal checks are accepted. Final Payment includes all incurred charges including but not limited to food, alcohol, tax, and gratuity. Final payment is due prior to departure on the day of the event unless other arrangements are made.
 8. **Food and Beverage.** Unless approved by the Food and Beverage Director, all food and beverages must be supplied by the Establishment. The Establishment strictly adheres to all state and federal laws pertaining to sales and 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 and 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 of 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 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 the deposits, the Parties agree to all of the terms and conditions of this Agreement.

Signature of Patron Date <hr/>	Fargo Billiards & Gastropub Date <hr/>
By its _____	Food & Beverage Director