

Terms and Conditions



1. **CANCELLATION AND PERFORMANCE:** You may cancel this Agreement only upon giving written notice to us. The parties agree and understand that in the event of a cancellation, our actual damages would be difficult to determine. Therefore, the parties agree on the following amounts to be paid by you to us as liquidated damages in the event of cancellation.

Cancellation between date of signing and 90 days of event, 25% of anticipated event charges.

If notified between 90 and 30 days in advance of the event, 50% of anticipated event charges.

If notified 30 days or less before event, 100% of anticipated event charges.

2. **PAYMENT IN ADVANCE:** A \$50 deposit is required with your signed contract. Unless Prior arrangements have been made, the entire contract price is due **at least five business days prior** to your function.

3. **CHANGES/ADDITIONS:** Upon arrival any changes made to the room set up listed on the Event Agreement are subject to a \$50.00 set up fee. We reserve the right to cancel the event and receive liquidated damages if the number of attendees added exceeds the legal capacity of the room.

4. **OUTSIDE FOOD AND BEVERAGE:** All food and beverage served must be provided, prepared and served by Caffe Moderne and must be consumed on the premises. Menu planning, room setups and all other requirements must be arranged 21 days prior to your event. All food orders must be placed in advance through our event planner and are not good with any special offers. All food and beverage items are subject to 18% Service Charge and current Sales Tax. Menu prices subject to change without notice.

5. **TECHNICAL SERVICES:** Caffe Moderne will provide a permanent public address system. All audio and visual equipment must be provided by Caffe Moderne.

6. **PERFORMANCE LICENSES:** We are not responsible for obtaining any necessary licenses or permission to perform, broadcast, transmit, or display any copyrighted works (including, without limitation, audio, or video recordings, art, etc.) that may be used or request to be used at the Caffe.

7. **YOUR PROPERTY:** We are not responsible for any loss or damage to your property and do not maintain insurance covering it.

8. LIABILITY: Caffe Moderne reserves the right to inspect and control all meeting and function rooms on our premise. We also reserve the right to control the sound levels in all our rooms. Liability for damages to the Caffe including but not limited to carpet, walls, ceiling, tables, chairs and linens will be the responsibility of the meeting planner or the function contact. The Caffe cannot assume responsibility for personal property or equipment brought into the Caffe. We will be more than happy to assist in security requirements that you may have. The Caffe reserves the right to refuse to serve alcoholic beverages to anyone who appears underage and cannot produce identification or anyone who appears intoxicated. We also reserve the right to close down any function that in our opinion has gotten out of control.

9. GOVERNING LAW: This contract shall be construed and interpreted in accordance with the laws of the state of Kansas.

10. PROMOTIONAL CONSIDERATIONS: We have the right to review and approve any advertisements or promotional materials in connection with your function which specifically reference the Caffe Moderne name or logo.

9. ATTORNEY'S FEES: The parties agree in the event that any dispute arises in any way relating to or arising out of this contract, the prevailing party in any arbitration or court proceeding will be entitled to recover an award of it's reasonable attorney's fees and costs.

10. ARBITRATION: The parties agree that any dispute in any way arising out of or relating to this contract may be resolved by arbitration. The parties further agree that any arbitration proceeding they may conduct reasonable discovery pursuant to the Federal Rules of Civil Procedure, that the law of the state in which the event is located will be the governing law, and any arbitration award will be enforceable in state or federal court.

11. AMENDMENTS/CHANGES: Any amendments or changes to the arrangements described in this contract must be made in writing, signed by both you and us.

Room Fees

Room fees will be charged as follows:

A set up fee of \$50 will be charged for every event.

Room rental will be charged at standard rate of \$30 per hour. Room rental is only negotiable based upon food and alcohol purchases that exceed \$500. If food and beverage total exceeds \$500, room rental will be charged at a rate of \$15 an hour.

AV Rental will be charged at a rate of \$275 per day. Events scheduled for the dinner hour will be charged \$75 for AV rental. AV equipment must be provided by Caffe Moderne as stated in the technical services portion of the contract.

terms and conditions, cont

FULL MEAL COUNT DUE 72 HOURS PRIOR TO EVENT, CAFFE WILL NOT BE PREPARED TO SERVE IN EXCESS OF 5% OF THE FINAL GUARANTEE. ANY CANCELLATIONS ARE SUBJECT TO A CANCELLATION FEE. IF THIS AGREEMENT IS CORRECT AND THE TERMS AND CONDITIONS ARE ACCEPTABLE, PLEASE SIGN AND RETURN THE CLIENT'S COPY IN THE ENCLOSED ENVELOPE OR FAX BACK TO THE CAFFE TO CONFIRM THIS BOOKING. IF THE CAFFE DOESN'T HAVE A SIGNED CONTRACT WITHIN THE BELOW TIME FRAME, THE CAFFE WILL NOT BE RESPONSIBLE FOR THE FUNCTION AND MAY CONFIRM OTHER BOOKINGS FOR THAT DAY, TIME AND SPACE.

**BY SIGNING THE EVENT AGREEMENT ORDER YOU HAVE AGREED TO THESE TERMS & CONDITIONS. SIGNED EVENT AGREEMENT DUE BY: _____
(5 business days from agreement date)**

Caffe Moderne Representative _____ Date _____

Client Approval _____ Date _____

Event Date	Event Time	Approximate Guest Count
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Deposit Paid by: CASH/CHECK/CREDIT

Credit Card Information: VISA/AMEX/MC/DISCOVER

Card Number: _____

Expiration: ____ / ____

Contact Information

Address:

Phone Number:

Email Address:

Fax:

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