



## Nota Bene Restaurant Buyout/Private Party Contract

Date of Contract: \_\_\_\_\_

This is a contract for services and Contract to pay for services in accordance with the terms set forth herein, between The Quad Laser, LLC, d/b/a/ Nota Bene Restaurant & Bar, "Nota Bene," and:

Group Name: \_\_\_\_\_ ("Customer")

Contact: \_\_\_\_\_

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

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone: Day: \_\_\_\_\_

Cell: \_\_\_\_\_

Evening: \_\_\_\_\_ Fax: \_\_\_\_\_

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

for the following event:

DATE OF EVENT: \_\_\_\_\_

TYPE OF EVENT: \_\_\_\_\_

Starting Time of the Event: \_\_\_\_\_

Restaurant maximum capacity (guests shall not exceed): 54 people total and including bar seating. Customer Initials: \_\_\_\_\_

Estimated Number of Guests: \_\_\_\_\_.. Adults: \_\_\_\_\_ Children: \_\_\_\_\_

Starting Time of the Event: \_\_\_\_\_. TIME ALLOCATION: You will have 5(five) hours of restaurant rental before 11pm. Customer Initials: \_\_\_\_\_



MINIMUM CONSUMPTION : This amount will be considered as a guarantee for which you will be charged (before state sales tax and 20% gratuity) even if your final bill is less than the amount shown for the date you have chosen.

HOW CHARGES WILL BE BILLED: Customer will be charged at our most current food price plus all other consumptions such as beverages and desserts.

DEPOSIT AND METHOD OF PAYMENT: A NON REFUNDABLE Booking Deposit of 10% of the minimum consumption is required to guarantee a restaurant buyout. A credit card authorization must be on file to guarantee all final charges. Unless other arrangements are made, the final bill will be closed to the card on file immediately following the event.

TIME ALLOCATION – You will have 5(five) hours of restaurant rental before 11pm

- Minimum Consumption for Mon, Tue, Wed, Thursday and Sunday evening: \$3500.00\*.
- Minimum Consumption for Friday and Saturday evening: \$5,000\*.

\*Minimum Consumption amounts shown do not include state and local sales tax or 20% gratuity and other potential incidental costs that shall be in addition to minimum consumption or actual consumption. Customer Initials: \_\_\_\_\_

FINAL GUEST COUNT / FOOD AND BEVERAGE SELECTIONS: A final guest count is required fifteen (15) days in advance. Customer Initials: \_\_\_\_\_. In its sole and absolute discretion, Nota Bene may agree to accommodate additional guests, at the appropriate costs of the additional guest count, provided we have the capability to do so. All food and beverage menu selections must be finalized within fifteen (15) days of the event. Requests to change menus during this fifteen (15) day window will be subject to Nota Bene approval, which may be given or withheld in the exercise of Nota Bene's sole and absolute discretion, and subject to possible additional costs.

CANCELLATION: Should the event be cancelled within seven (7) days of the event, the deposit will be forfeited by the Customer.

FINAL PAYMENT: The remainder of the additional costs inclusive of additional consumption costs, taxes, and service charges, shall be due immediately upon the conclusion of the event.

AMENDMENT: No amendment or modification of this Contract shall be effective unless set forth in writing signed by the party to be bound thereby.

ENTIRE CONTRACT: This Contract, together with any exhibits hereto, constitute the entire Contract between the parties, and supersedes any and all prior Contracts (whether written or oral), of the parties with respect to the subject matter hereof.

HEADINGS; TERMS: Section headings contained in this Contract are included for convenience only and form no part of the Contract between the parties. The use of the singular shall include

the plural and vice versa and the use of any gender shall include all genders. Whenever Nota Bene is referred to in this Contract, it shall be deemed to include any and all officers, directors, employees, agents and representatives of Nota Bene.

**ASSIGNMENT; SUCCESSORS AND ASSIGNS:** Except as otherwise expressly set forth herein, neither party shall have any right to assign or transfer, in any manner, any right or obligation hereunder, without the prior written consent of the other party. This Contract shall be binding upon any assignee and, subject to the restrictions on assignment herein, shall be binding upon and inure to the benefit of the successors and assigns of each party hereto.

**WAIVER:** Any forbearance or delay in exercising any right hereunder or the failure to exercise such right shall not constitute a waiver. Any covenant, duty, obligation or undertaking required by the terms of this Contract shall only be waived by the express written consent of the party granting such waiver. A waiver granted on one occasion shall not be construed to constitute a waiver on any subsequent occasion.

**COSTS AND ATTORNEYS' FEES:** In the event of any dispute between the parties hereto concerning this Contract, the prevailing party shall be entitled to reasonable attorneys' fees and other costs and expenses incurred in resolving such dispute in addition to such other relief as such party may be entitled to in law or equity.

**EXPENSES:** Each party shall pay its own expenses incurred in connection with the preparation, execution and delivery of this Contract and the consummation of the transactions contemplated by this Contract.

**NO CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY BREACH OF OR DEFAULT UNDER THIS CONTRACT.

**GOVERNING LAW:** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without reference to its choice of law rules.

**CHOICE OF FORUM:** The Parties agree the venue (i.e. location) for the resolution of any dispute or controversy between the Parties shall be instituted only in the courts of the Commonwealth of Virginia sitting in the City of Richmond or the United States District Court for the Eastern District of Virginia, sitting in the City of Richmond; and each of the parties hereby waives any objection that it may have to the laying of venue of any such suit, action or proceeding and irrevocably submits to the exclusive jurisdiction of such courts in any suit action or proceeding.

**NO THIRD-PARTY BENEFIT:** The provisions hereof are solely for the benefit of the parties and are not intended to, and shall not be construed to, confer a right or benefit on any creditor of the parties or any other person.

**WAIVER OF JURY TRIAL:** The parties hereby knowingly, voluntarily and intentionally waive any rights they may have to a trial by jury concerning any litigation based hereon, or arising out of, under, or in connection with, this Contract, the obligations or any transactional document, or any course of conduct, course of dealing, statements (oral or written) or actions of the parties. This provision is a material inducement for the parties entering into this Contract.

**SEVERABILITY:** If any provision of this Contract is declared void, illegal or unenforceable, the remainder of the Contract shall continue in full force and effect as if the offending provision were not contained herein.

**FURTHER ASSURANCE:** Each party to this Contract agrees to execute and deliver all documents and to perform all further acts and to take any and all further steps that may be reasonably necessary to carry out the provisions of this Contract and the transactions contemplated hereby.

**COUNTERPARTS:** This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

**INTERPRETATION:** This Contract is the joint product of the parties, and each provision hereof has been subject to the mutual consultation, negotiation and Contract of the parties, and shall be construed and enforced without any presumption or construction against the party drafting the Contract.

**SURVIVAL:** All rights and remedies of a party occasioned by the failure of the other party to fulfill any of its obligations under this Contract shall survive any termination of this Contract and will continue in full force and effect thereafter (subject to any applicable statutes of limitations).

#### **CREDIT CARD AUTHORIZATION**

I hereby authorize Nota Bene to charge this card for the 10 % non-refundable deposit which will be applied towards your final bill.

#### **CARDHOLDER INFO:**

Name on credit card: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_

Exp. Date:\_\_\_\_\_ Security Code:\_\_\_\_\_

Billing Address:\_\_\_\_\_

Cell Number:\_\_\_\_\_

Signature:\_\_\_\_\_

**CUSTOMER:**

I have read, understand and agree to the terms and conditions as set forth above.

Printed Name (Individual): \_\_\_\_\_ Phone: \_\_\_\_\_

Entity Name: \_\_\_\_\_

**Signature:** \_\_\_\_\_

Title (if an entity): \_\_\_\_\_

**ACCEPTED BY:**

**NOTA BENE**

**Signature:** \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_