

# CATERING/PARTY CONTRACT

Mamma Onesta's Italian Restaurant  
1100 South State Street, Lockport, Il 60441  
(815) 588-0900

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

AGREEMENT between Mamma Onesta's Italian Restaurant hereinafter called the Caterer and \_\_\_\_\_ hereinafter called Patron.

Patron Contact's name: \_\_\_\_\_ Phone # \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Date of function: \_\_\_\_\_ Location of Function \_\_\_\_\_

Starting time of Function \_\_\_\_\_ Ending Time of Function \_\_\_\_\_ Time of Meal \_\_\_\_\_

Approximate Number of Guests \_\_\_\_\_

Guaranteed final Count \_\_\_\_\_  
(1 week before event, must be within 15% of original number of guests)

Price per guest \$ \_\_\_\_\_ plus Illinois tax of 8% plus gratuity of 20% plus Room Fee \_\_\_\_\_

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

Amount of Deposit \_\_\_\_\_ Date Paid \_\_\_\_\_

Bills not paid in full the date of the event are deemed overdue and will be assessed a 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 5 days in advance as to a definite number guaranteed. Unfilled reservations will be billed. Caterer will prepare for approximately 10% more not exceeding 10 guests. An additional \$5.00 per person charge will be added to any additions 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.) This contract is subject to the terms and conditions printed on the reverse side hereof and expressly made part hereof.
- 7.) 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.
- 8.) Patron assumes responsibility for any and all damages caused by any guest, invitee or other person attending function.
- 9.) It is understood that the Patron will conduct the function in and orderly manner and in compliance with all applicable laws, ordinances, and regulations (and any special requirements of the patron set forth in the contract)
- 10.) 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.
- 11.) This contract is contingent upon the absence of accidents 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.
- 12.) This agreement is not assignable.

## MENU SELECTED:

Will need menu and Final Count the Tuesday before event. Drinks are extra. You can add other side dishes and appetizers. Menu is online.

(The following section only needs to be filled out for events held at Mamma Onesta's Italian Restaurant)  
**Special Table Layout Instructions** \_\_\_\_\_

\_\_\_\_\_  
**BAR: Cash or Tab**

**Special notes for Bar** \_\_\_\_\_

\_\_\_\_\_  
**Room Set-Up Specifications:** (the following section only needs to be filled out for events held at Mamma Onesta's Italian Restaurant)

Linen Colors: White Tablecloth and Black Napkins only.  
Centerpiece: Candle lamp or Patron Supplied Center piece

Head Table for how many: Y/N \_\_\_\_\_ Entry Table Y/N Gift Table: Y/N

\*Other Decorations: \_\_\_\_\_  
All decorations must be approved by management (confetti and glitter is prohibited at Mamma Onesta's Italian Restaurant, A \$150 clean up fee will be charged if it is brought onto premises and used. This goes for any excessive cleaning caused by patron or guests.)

If cake, cupcakes, or pastries are patron supplied a \$2 fee will be charged per person.  
We only allow store or bakery cakes in restaurant from patron. No Exceptions per Health Department.

Audio/ Visual Equipment allowed. Mamma Onesta's is not responsible for any equipment.

NO Smoking Allowed! Smoking Is Allowed Outside only, 15 feet from any entrance.  
\* Please note that if extra time is required for set up, you will be billed for their time in the building at \$100 per 15 minutes. \$100 extra per 15 minutes after allowed time. Parties must vacate building per end time on contract or they will be charged every 15 minutes at \$100 no exceptions!

**PATRON SIGNATURE** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**CATERER SIGNATURE** \_\_\_\_\_ **DATE:** \_\_\_\_\_