



TERMS AND CONDITIONS CONTRACT

1. Patron agrees to pay the price pp, as shown provided, the quotation herein is subject to a proportionate price increase to meet the increased cost of food, beverages and other costs of operation existing at the time of performance of the undertaking by reason of increases in present commodity prices, labor costs, taxes or other similar reasons. Patron expressly grants the right to the Oakland Marriott City Center (herein after referred to as Hotel) to raise the prices herein quoted or to make reasonable substitutions. Otherwise, no change shall be made in any of the conditions of this contract without the understanding of both parties at least 72 hours prior to the date of the function.
2. The Hotel shall not be liable for its failure to perform this contract if such failure is due to Acts of God, labor problems, including but not limited to strikes, fire, flood, weather, earthquakes, restrictions upon travel, food, beverages or supplies, any other causes beyond its control, or interfering with the performance, whether enumerated herein or not.
3. Patron also agrees to reimburse the Hotel for fair value of any damages or losses caused to Hotel property or to third persons or their property by Patrons, Patron's Guests or Patron's Invitees.
4. It is a condition of this contract that the full payment shall be made at least **fourteen days in advance** of the function unless the Hotel has agreed to other credit arrangements. Interest at the maximum rate allowed by applicable law, essentially, 1½% per month (18% annum) will be charged on any unpaid balance over 30 days.
5. **Guarantee:** Attendance must be specified 72 hours (three business days) prior to function. This number will be considered a guarantee and will not be subject to reduction. All charges will be calculated based upon this number. If the Catering Office is not advised by this time, the estimated figure on the banquet event order will become the guarantee. It is our policy to prepare food and set 3% over the guarantee for all plated meal functions. Overset policy does not apply to reception or buffet meal functions.
6. **Cancellation and/or Reduction Policy:** If any Event is cancelled or there is a reduction of more than twenty percent (20%) in the committed number of covers, Patron agrees to pay Hotel the following:
 - a. Event is cancelled with advance notice of five (5) business days or more: Thirty five percent (35%) of the food and beverage revenue that the hotel reasonably estimates (based on the then-current minimum catering prices and committed number of covers) that it would have received for such Event (Hotel Revenue Estimate).
 - b. Event is cancelled with advance notice of less than five (5) business days: One Hundred percent (100%) of the Hotel Revenue Estimate for such Event.
 - c. Event attendance is reduced with advance notice of seventy-two (72) hours or more: Thirty-five percent (35%) of the difference between the Hotel Revenue Estimate for such Event and the actual revenue received for such Event.
 - d. Event attendance is reduced with advance notice of less than seventy-two (72) hours: One Hundred percent (100%) of the difference between the Hotel Revenue Estimate for such Event and the actual revenue received for such Event.
 - e. Any reduction/cancellation of events will result in full meeting room rental charges as outlined in this agreement.

Hotel agrees that after receipt of this amount, it will not seek further damages resulting from the cancellation or attrition of such Events.

7. **Service and Labor Charges:** All Food and Beverage prices and Audio/Visual Equipment are subject to a 23% service charge and prevailing California Sales Tax. California Law states that service charges are taxable. (California State Board of Equalization Regulation #1603). Additional services assistance such as coat check, cocktail servers, butler service, facility cleaners, security, etc., may be arranged for prior to your event.

A Labor Fee of \$125 will be assessed when guarantees are fewer than 25 guests for all full Breakfast, Lunch, Reception or Dinner Functions. For each Chef Attendant required a \$150 Fee will be assessed for a three-hour period. **A charge of \$7 per person will be added to the menu price for breakfasts served before 6:00am and dinners served after 9:00pm.** A charge of \$10 per person plus tax will be added to your bill on the following holidays: New Year's Day, Martin Luther King Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

All prices are subject to a 23% service charge and 9% California State Sales Tax.



8. When requesting multiple entree menu selections (minimum of 100 people), the Hotel will present the same accompaniments for both entrees. Guarantee and count of each entrée must be provided 7 working days prior to event date. All entrees will be priced at the higher priced entrée selection.

9. Due to the hotel insurance regulations, no leftover food and/or beverage shall be removed from the premises. At the conclusion of the function, such food becomes the property of the hotel.

10. **Special Conditions:** No food and beverage of any kind may be brought into the Hotel by the client or guest without special permission from the Hotel. The Hotel reserves the right to charge for the service of such food and beverage.

11. Patron agrees to begin the function at the scheduled time and agrees to vacate at the closing time contracted or overtime charges may be incurred.

12. Patron will conduct the function in an orderly manner and in full compliance with the rules of the Hotel Management. The Hotel reserves the right to require additional security for any event. Contracted security will be arranged by the Catering/Convention Services Manager at an additional cost to the Patron at an hourly rate.

13. **Room Assignment and Set-up:** The Hotel reserves the right to move functions to meeting/banquet rooms other than those appearing on contract without prior notification. If Patron requests a change in set up from the original contract on the day of the function, an additional labor charge of \$500 may be assessed by Hotel equal to the published room rental. Early access to function room is subject to additional room rental fees. The Hotel will not assume any responsibility for damage or loss of any merchandise or articles left in the facilities prior to, during, or after Patron's function.

14. The Hotel will NOT permit the affixing to the walls, columns, glass, doors, floors or ceilings of any public space or meeting rooms with nails, tacks, foam tape, staples, and double stick tape or push pins. Signage must conform to the standards of the Oakland Marriott City Center Hotel. No frame wooden signage may be used inside or outside of hotel property. No handwritten signage is permitted in the hotel. Any signage or postings at the hotel will require the final approval of the Catering/Convention Services Department of the Oakland Marriott City Center.

15. **Material and Freight:** All shipments must have the following information on each parcel: company and client name, function name and date, Events Manager's name. The hotel must be notified of all deliveries. The Parcels will not be accepted until (3) three days prior to the function date. If more than (5) packages are sent, each package will be charged storage and handling fee of \$95 per day. Handling fee of \$7.00 per parcel will be charged to client's master account each time parcel is handled. Parcels returned to client must be re-packaged and labeled per shipper specifications. Expected deliveries in excess of twenty (20) total parcels must be handled by a contracted drayage company.

16. In the event that this agreement is signed in the name of a corporation, partnership, association, club or society, the person signing represents to the Hotel that he or she has full authority to sign such contract binding said entity. The signee, with signature, agrees and is in compliance of the above stated terms.

Name Printed: _____

Title Printed: _____

Signature: _____

Date: _____

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