



# City of Ramsey Holiday Party

Friday, January 14, 2022

## EVENT CONTRACT

**Event:** City of Ramsey Holiday Party

**Contact Name:** Megan Thorstad

**Account:** Megan Thorstad

**Phone:** 763-433-9831

**Sales Rep:** Kaylee Hall

**Email:** [mthorstad@cityoframsey.com](mailto:mthorstad@cityoframsey.com)

## EVENT SUMMARY

Name	Time	Areas	Guests	Rental	Event F&B Min
Ramsey - Restaurant	3:00 pm - 11:00 pm	Bar			
<b>City of Ramsey Holiday Party</b>	<b>4:30 pm - 11:00 pm</b>	<b>Super Bowl</b>	<b>125</b>		
Rmasey - Bowling	7:00 pm - 10:00 pm	Lane 1, Lane 2, Lane 3, and Lane 4	40		

## BOWLING

Qty.		Price	Discount	Discount Price	Total
40	<b>Shoe Rental</b> (per person)	\$4.50			\$180.00
3	<b>Weekend Bowling: Fri - Sun</b> (One Lane, Two Hours of Bowling)	\$56.00	\$16.00	\$40.00	\$120.00

## ROOM RENTAL

Qty.		Price	Discount	Discount Price	Total
1	Non-Exclusive Pub 300 Rental (Flat Rate)	\$250.00	\$50.00	\$200.00 (flat)	\$200.00

## FOOD

Qty.		Price	Total
1	<b>Food &amp; Beverage Minimum</b>	\$1,500.00	\$1,500.00
	<b>Taco Buffet</b>	\$13.99	
	Ground Beef Taco Meat		
	Includes		

Corn Hard Taco Shell· Flour Tortillas· Corn Tortilla Chips· Shredded  
 Lettuce· Diced Tomatoes· Diced Onions · Jalapenos· Black  
 Olives· Shredded Cheddar-Jack Cheese · Salsa

**Pizza & Wings Buffet** \$16.99

Includes:

Boneless Wings, sauce on the side  
 Garlic Breadsticks

**Choose any Three Pizzas**

Cheese · Pepperoni · Sausage · Veggie · Supreme · Meat Lovers

**All American Buffet** \$16.99

Includes:

All Beef Hamburger  
 Grilled Chicken Breast  
 Buns · American Cheese · Lettuce · Tomatoes · Onions · Pickles ·  
 Mayonnaise · Mustard · Ketchup

**Choose Two Sides:**

Potato Salad · Kettle Chips · Baked Beans · Coleslaw

**BILLING NOTES**

\* Lanes discounted to \$20 per lane per hour with GM approval

**ESTIMATED BILLING**

		Total
Food		\$1,500.00
Room Rental		\$200.00
Bowling		\$300.00
<b>Subtotal</b>		<b>\$2,000.00</b>
Service Charge	23.0%	\$460.00
State Sales Tax	7.125%	\$139.65
<b>Grand Total</b>		<b>\$2,599.65</b>
Deposit (Due 11/8/2021)	Unpaid	\$1,299.83
<b>Amount Due</b>		<b>\$2,599.65</b>



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### TERMS AND CONDITIONS

The following agreement governs your purchase of services ("event") between Triple Shift Entertainment, LLC ("we", "us"), the Triple Shift Entertainment Sales and Events Department ("Sales"), the facilities of Triple Shift Entertainment, LLC ("facility", "facilities"), and the client ("you", "your"). The client agrees to the following:

#### *COVID-19*

If unforeseen circumstances related to COVID-19 force our location to be closed on Friday, January 14, 2022, you will be given the option to cancel your event and receive a full refund of any previously collected funds or reschedule to a future date with no penalty. Events that are significantly impacted by government mandated capacity constraints will be given the option to cancel with full refund, reschedule for a future event date with no penalty, or adjust guest count to meet government mandates. Requests to reschedule will be promptly processed in the order received. Refunds may take up to 21 days to process.

**Initial Event Details:** The proposed Banquet Event Order ("BEO") serves as the detailed order of your event. The total dollar amount on the BEO represents the estimated event total. Upon execution of this agreement, this estimated event total becomes the minimum total spend that you agree to.

**Initial Deposit:** Upon execution of the agreement, a 50% deposit of the estimated event total, including tax and Service charge is due. If the initial deposit is not received within seven (7) days of receiving the signed agreement, we reserve the right to cancel the event and remove the event hold from the calendar.

**Final Details:** Fourteen (14) days prior to the event date, all final details are due. These changes may impact your estimated event total. Any changes made after this time are not guaranteed and may result in additional fees being assessed. Events that are booked less than fourteen (14) days prior to the event date will have forty-eight (48) hours post-execution of this agreement to advise on adjustments to anything in their BEO, while not decreasing the minimum total spend agreed upon in the BEO.

**Balance Payment:** The remaining balance of your event is represented by the estimated event total on the most recent BEO less any previously received deposits and/or payments. This amount is due three (3) business days prior to the event. If you purchase additional services and goods on the day of the event, you must leave a method of payment upon arrival for all additional amounts owed. "Running a tab" is not permitted. Alternative payment terms must be included in the signed portion of this agreement. In such cases when we agree to receive final payment post-

event, a final invoice will be sent to the main point of contact and is due upon receipt. After ten (10) days, this invoice is considered past due and the invoice will be subject to the lesser of (a) 20% monthly finance charges or (b) the maximum allowed under local law.

**Cancellation:** Upon signing this contract, you are unconditionally liable for 50% of the total fees and charges which shall constitute a nonrefundable and noncancelable obligation (“nonrefundable commitment”). You may cancel this contract and the event via a written notice of cancellation up to 30 days prior to the date of event at which time we will refund the total fees and charges previously delivered to us, less your nonrefundable commitment which is retained by us. After the date which is 30 days prior to the event date, there will be no refunds and obligations are noncancelable. Any deposit or previously delivered funds can be applied against such obligation, but you remain responsible for the full obligated sums. A written notice of cancellation must be provided to Sales prior to the scheduled event. Events cannot be rescheduled without our express prior written consent. Events cannot be cancelled or rescheduled due to inclement weather.

Terms and Conditions (“T&C”):

1. You are obligated to pay the total fees and charges referenced on the BEO. Such amount represents your minimum total spend for the event. Subject to availability and our approval, you may modify the type or amount of event services you have purchased with us up to 14 days prior to the event, provided you cannot reduce your minimum total spend. Events that are booked less than fourteen (14) days prior to the event date will have forty-eight (48) hours post-execution of this agreement to advise on adjustments to anything in their BEO, while not decreasing the minimum total spend agreed upon in the BEO.
2. If you are ordering our services online through our web portal, you agree to pay for the total amount of your purchase upfront in full by credit card at the time of submitting your order to us. If you are ordering our services other than through online means, you will deliver us a deposit in the amount specified above in this contract, payable by credit card, company check made payable to us or cash at the facility. If such deposit is not received with seven (7) days, we may cancel this contract with no further notice to you. The balance owed is due three (3) business days prior to the date of the event. Upon signing this contract, you are unconditionally liable for 50% of the total fees and charges which shall constitute a nonrefundable and noncancelable obligation (“nonrefundable commitment”). You may cancel this contract and the event up to 30 days prior to the date of event at which time we will refund the total fees and charges previously delivered to us, less your nonrefundable commitment which is retained by us. After the date which is 30 days prior to the event date, there will be no refunds and obligations are noncancelable. Any deposit or previously delivered funds can be applied against such obligation but you remain responsible for the full obligated sums. Events cannot be rescheduled without our express prior written consent. If you purchase additional services and goods on the day of the event, you are liable for all additional amounts owed. “Tabs” are not permitted.
3. All food/beverage orders and final guest count must be submitted to Sales fourteen (14) days prior to the scheduled event date. This is the minimum amount of food, beverage, and guaranteed number of people in which you will be charged. This number cannot be lowered. If no guarantee is received, we reserve the right to prepare and charge for the highest

number of guests estimated on the BEO. Additional guests over the guarantee will be billed accordingly.

4. As the host of your event, you are accountable for the behavior and actions of your guests. In accordance with Minnesota State Laws, liquor may not be sold or consumed by any person(s) under the legal drinking age of 21. A valid form of identification will be requested. Non-compliance with this policy will result in appropriate action by Sales staff. Sales reserves the right to refuse service of alcoholic beverages to any guest. In addition, any guest caught by a staff member in possession of, or consuming an alcoholic beverage not purchased at the facility will be asked to leave and/or escorted off the property. The facility reserves the right to stop the scheduled event if this policy is ignored.
5. Food and beverages served or consumed on the premises of the facility must be purchased, served, and prepared by the facility 's food service staff. No food or beverages of any kind will be permitted to be brought into the facility by you, your guests or your invitees without prior consent. None of our food and beverage may be removed from the premises.
6. All events (other than events booked online) with 15 or more guests, or 3 or more lanes must pre-order food and beverages in an amount equal to or greater than the BEO stated contracted fees. Lane location will be selected at the sole discretion of the facility unless stated otherwise in this contract.
7. We are solely providing the facilities, services and equipment expressly stated in this contract, and no other. If you require installation of lighting or audio/video equipment or a tie-in to our existing systems, you must deliver such equipment for testing at our facilities at least 72 hours prior to the event, and we may require the presence of additional personnel whose time will be charged back to you. Rates are available upon request. Your equipment is not guaranteed to operate with our facilities.
8. Late arrivals will not be given extra time beyond their reserved time. We reserve the right to sell the space scheduled for your reservation without refund or reschedule if your group arrives more than 30 minutes after the scheduled start time.
9. All prices are subject to change at any time for any reason. Once an item has been added to the BEO and this agreement has been signed, those prices are guaranteed for your event and cannot be changed. All items ordered are subject to state, county, and local sales tax. If your group is tax exempt a current STI form needs to be submitted prior to the final payment.
10. The 23% service charge stated in the contract applies on all items and is mandatory. Pursuant to Minnesota Statute § 177.23, Subd. 9, the service charge is not a gratuity for employee service. The service charge covers administrative costs for your event and takes care of overhead associated with producing your event. The service charge will not be distributed to personnel that provide service at the event. No gratuity to personnel is required or expected. No other fee or charge, including, but not limited to, administrative fees, set up fees, or labor fees, is a tip, gratuity, or service charge for any employee. Tax will be assessed to the service charge in accordance with local law.
11. The pricing set forth in this contract contains the total cost for the event described above.
12. Events may involve physical activity. You and your guests represent that you are in proper health to participate in such activities. You assume risks arising therefrom. We reserve the right to refuse entry due to age restrictions. 18+ and drinking age restrictions vary by location on nights and weekends. Children must be 4 or older to bowl and chaperoned. We

reserve the right to refuse service and remove anyone from the facility which we reasonably believe threatens the safety of personnel or guests or causes damage to our facilities, including activity pertaining to: concealed weapons, intoxication, dress code violations, health/security, illegal drug activity, and/or any activity that violates federal, state, provincial or local laws. Other local restrictions and facility house rules may apply.

13. Decorations are allowed pending our approval. Prohibited items include but are not limited to nails, tacks, screws, tape, poster putty, staples, glue, streamers, silly string, bubble machines, and/or confetti. All candles and their flames must be enclosed. Candle flames are not to exceed the height of the enclosure. We reserve the right to assess fees if prohibited items are used and/or damages are inflicted due to the misuse of equipment and/or the facility during the event. You may not incorporate decorations, marketing, equipment, furniture, or other similar items at the event without our prior written consent.
14. You are responsible for all damages, losses, claims and liability arising out of or related to your or your guests' use of the facilities, equipment and services, or related to your event, including property damage or personal injury arising therefrom, and will release, indemnify and hold us harmless from damages, losses, claims and liability resulting therefrom (other than claims caused by our gross negligence or willful misconduct).
15. By signing this contract, you are attesting that you are authorized to sign this contract and hereby authorize the charges noted herein. We may send you marketing, advertising or promotional communication to the contact information you provide.
16. Our services and facilities are provided "as is" without any warranty or representation express or implied. We are not liable for any consequential, indirect, punitive, special, general, exemplary, economic damages arising from this contract or our services. Our liability, if any, in all cases shall be limited to amounts paid to us under this agreement.
17. We do not assume responsibility for any property or items left unattended at the facilities. We will not be responsible for damage to or loss of items or equipment stored, displayed, or used on its property prior to, during, or following your function. We reserve the right to assess charges for damages due to the misuse of equipment and/or the facility during your function. You assume responsibility for all of your guests and their actions (including persons or organizations contracted by you). Please notify Sales in advance if your function may require hired security. We reserve the right to inspect and control all private parties.
18. We are not responsible for any delay or failure in performance of any part to the extent that such delay or failure is caused by acts of God or other causes beyond our control. This contract is governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflicts of laws rules. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party in the State of Delaware.
19. By submitting any online order for services to us, or by making any other manual or electronic signature now or later which either incorporates or references these terms, you agree and acknowledge that such action constitutes your signature which applies to and evidences your agreement to these terms. You may request to sign these terms manually without a fee.

## **Client Signature**

No signature on file