



Rasta Rita Cantina and Venue (RRC)

TERMS OF PAYMENT

1. DEPOSITS: IF THE EVENT IS MORE THAN \$1,000.00 A 50% DEPOSIT IS REQUIRED THE DAY OF BOOKING. IF THE EVENT TOTAL IS LESS THAN \$1,000.00 THE ENTIRE AMOUNT IS REQUIRED, THE DAY OF BOOKING. FOR HOLIDAY BOOKED EVENTS, PAYMENT IS DUE IN FULL. FOR HOLIDAY BOOKED EVENTS, WE HAVE A NON-REFUNDABLE POLICY. HOLIDAY EVENTS ARE ANY EVENTS SCHEDULED WITHIN ONE WEEK OF A HOLIDAY.
2. REFUNDS/ CANCELLATIONS: IF THE EVENT IS LESS THAN \$1000.00 AND CANCELLED MORE THAN 14 DAYS PRIOR TO THE EVENT DATE, A 50% REFUND WILL BE ISSUED, MINUS A \$150.00 PROCESSING FEE. IF THE EVENT IS MORE THAN \$1000.00 AND CANCELLED MORE THAN 14 DAYS PRIOR TO THE EVENT DATE, A 50% REFUND WILL BE ISSUED, MINUS A \$150.00 PROCESSING FEE. TOTAL AMOUNT IS NON-REFUNDABLE IF CANCELLED LESS THAN 14 DAYS PRIOR TO THE EVENT. REFUNDS WILL BE IN THE FORM OF A COMPANY CHECK AND WILL BE MAILED WITHIN 30 DAYS AFTER CANCELLATION NOTICE DATE.
3. BALANCE DUE: IF THERE IS AN OUTSTANDING BALANCE IT WILL BE DUE IN FULL 30 DAYS PRIOR TO THE EVENT DATE.
4. GRATUITY IS NOT INCLUDED IN EVENT TOTAL COST. AN 18% GRATUITY CHARGE WILL AUTOMATICALLY BE APPLIED TO ALL EVENT TOTALS. SERVER CAN BE TIPPED ON SITE. HOWEVER THIS TIP WILL NOT BE APPLIED TO THE 18% UNLESS GIVEN TO THE MANAGER.
5. SUBMITTING ONE PAGE OR ALL PAGES OF THIS CONTRACT IS CONSIDERED AS AN AGREEMENT AND UNDERSTANDING OF PAGES 1, 2 AND 3.
6. FOR EVENTS OVER \$1000, A CREDIT CARD PROCESSING FEE OF 3.5% OF THE TOTAL WILL BE ADDED.
7. A \$250.00 RESCHEDULING FEE WILL BE ADDED FOR ANY EVENTS WHOSE DATE CHANGES WILL BE APPLIED.
8. GUEST COUNT NEEDS TO BE IN 30 DAYS PRIOR TO THE EVENT.
9. RIGHT TO RESCIND: RASTA RITA CANTINA RESERVES THE RIGHT, AT ANY TIME, TO UNILATERALLY RESCIND THIS AGREEMENT AND, OR TO DENY SERVICE, EVEN AFTER EVENT HAS COMMENCED, IF ANY EVENT IS NOT CONDUCTED OR ANY PERSONNEL RELATED TO THE EVENT DOES NOT CONDUCT THEMSELVES IN A MANNER CONSISTENT WITH THE LAW AND ABIDING WITH RASTA RITA'S MISSION STATEMENT; IMAGE OF A FAMILY RUN BUSINESS.
10. FORCE MAJEURE: THE PARTIES TO THIS AGREEMENT WILL BE EXCUSED FROM THE PERFORMANCE OF THIS AGREEMENT IN WHOLE OR IN PART IF THE PERFORMANCE BY RASTA RITA CANTINA OR CUSTOMER OF ANY OF ITS MATERIAL OBLIGATIONS UNDER THIS AGREEMENT IS PREVENTED BY OPERATION OF LAW OR ANY CAUSE BEYOND THE REASONABLE CONTROL OF SUCH PARTY, INCLUDING WITHOUT LIMITATION FIRE, FLOOD, DISRUPTION OF TRANSPORTATION (BUT NOT THE FAILURE OF A PARTY TO REASONABLY ANTICIPATE POSSIBLE TRANSPORTATION DELAYS), EARTHQUAKE, PUBLIC DISASTER, STRIKE, LABOR DISPUTE OR UNREST, ACCIDENT, BREAKDOWN OF ELECTRICAL OR OTHER EQUIPMENT, RIOT, WAR, INSURRECTION, CIVIL UNREST, ACT OF GOD, ANY ACT OF ANY LEGAL OR GOVERNMENTAL AUTHORITY (ALL OF WHICH CAUSES ARE REFERRED TO AS "EVENTS OF FORCE MAJEURE"). IF THE EVENT IS CANCELLED OR CURTAILED BECAUSE OF THE OCCURRENCE OF ANY OF THE FOREGOING EVENTS OF FORCE MAJEURE, RASTA RITA CANTINA IS NOT RESPONSIBLE.
11. THE PROPER JURISDICTION FOR ANY AND ALL LEGAL DISPUTES SHALL BE THE STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO.



Rasta Rita Cantina and Venue

CREDIT CARD AUTHORIZATION FORM

Please complete this Credit Card Payment Form providing permission to Rasta Rita Cantina (RRC) to charge all monies due according to verbal and written contracts made by client to RRC to the credit card below. Please return this form to us along with a copy of your driver's license. (Please do not use Quickbooks to pay.)

TYPE OF CARD: VISA MASTERCARD AMERICAN EXPRESS

CREDIT CARD NUMBER: EXPIRATION DATE: /
MM/YYYY

SECURITY CODE ON BACK OF VISA OR MASTERCARD (3 DIGITS):

SECURITY CODE ON BACK OF AMEX CARD (4 DIGITS):

CREDIT CARD BILLING ADDRESS:

CUSTOMER NAME:

CARDHOLDER NAME: CELL:

STREET:

CITY: STATE: ZIP:

Renter hereby agrees that all items (including, but not limited to tables, chairs, kitchen appliances, service dishes, audio/video equipment, decorations, furniture, computer and computer equipment, televisions, etc. by way of example) belonging to Rasta Rita Cantina and shall be considered a part of the Venue. The Renter hereby agrees to be responsible and personally liable to Rasta Rita Cantina to pay for any damage(s) to the Venue or its property that exceeds the amount of the Security Deposit. If there is no damage to the Venue a refund will be made in the amount of the original security deposit to the Renter in a timely fashion not to exceed 1 full week following the end of the event or occupancy of the Venue.

It is expressly understood and agreed that cleanup and trash can be thrown in our dumpster disposal are the responsibilities of the person or persons renting the venue, and that any expenses incurred by the venue to return the property to its prior condition will be deducted from the security deposit.

The proper jurisdiction for any and all legal disputes shall be the State of California, County of San Bernardino.

CARDHOLDER SIGNATURE: _____ DATE: ____/____/____

By signing the above authorization RASTA RITA is granted permission to charge 3.5% for Visa, Master Card & American Express

EMAIL TO: jeri@rastarita.com

INTERNAL USE ONLY INVOICE #: _____
EVENT DATE: _____