



Rasta Rita Cantina (RRC)

BEVERAGE AND VENUE CONTRACT

PLEASE PRINT, SCAN, and EMAIL FORMS to INFO@RASTARITA.COM.

Please provide ALL of the following information to ensure an ideal event:

EVENT NAME:

CONTACT NAME:

CELL:

EVENT DATE:

APPROXIMATE GUEST COUNT:

PAYMENTS: THE NON-REFUNDABLE RENTAL FEE IS DUE TO OFFICIALLY RESERVE YOUR EVENT DATE AND IS CONCURRENT WITH THE SIGNING OF THIS AGREEMENT TO SECURE THE RENTAL HOURS. ALL PAYMENTS ARE NON-REFUNDABLE AND NON-TRANSFERABLE.

EVENT START TIME:

GUEST ARRIVAL TIME:

50% CANTINA VENUE DEPOSIT PAYMENT \$ WITH SIGNED CONTRACT

ACTUAL RENTAL HOURS:

25% PAYMENT \$

TEAR-DOWN HOURS:

SECURITY DAMAGE DEPOSIT \$

GUESTS CLEAR BY TIME:

BALANCE PAYMENT \$

GUEST ARRIVAL TIME:

DAY-OF INSURANCE RECEIVED:

VENDORS CLEAR BY LIGHTS OUT, LOCK DOWN TIME

ACKNOWLEDGEMENT AND SIGNATURE:

DATE _____

I ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND WILL ADHERE TO THE HOUSE RULES, POLICIES, AND PROCEDURES FOR RASTA RITA CANTINA AND VENUE. I ACKNOWLEDGE THAT I AM RESPONSIBLE FOR CLEARLY RELAYING THIS INFORMATION TO ALL PERSONS INVOLVED IN MY EVENT, AND I WILL BE RESPONSIBLE FOR THEIR ADHERENCE TO THESE RULES. I UNDERSTAND THAT FAILING TO ADHERE TO THESE RULES WILL RESULT IN A FINE FOR THE CLIENT SUBJECT TO THE DISCRETION OF THE BUSINESS OWNER.

CLIENT DATE: _____

RASTA RITA CANTINA VENUE CLIENT(S) INITIALS _____ + _____

CLIENT NAME: _____



Rasta Rita Cantina and Venue (RRC) 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:

EXP DATE:

MM/YYYY

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

AMEX CARD (4 DIGITS):

CREDIT CARD BILLING ADDRESS:

CUSTOMER NAME:

CARDHOLDER NAME:

CELL:

STREET:

CITY:

STATE:

ZIP:

RENTER CLIENTS #1 NAME/ADDRESS:

RENTER CLIENTS #2 NAME/ADDRESS:

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, City of Newport Beach.

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: info@rastarita.com

CLIENT DATE: _____

RASTA RITA CANTINA VENUE CLIENT(S) INITIALS _____ + _____

CLIENT NAME: _____



Rasta Rita Cantina Contract (RRC)

POLICIES & PROCEDURES, HOUSE RULES, TERMS OF PAYMENT

This Contract constitutes the entire agreement between the parties defined above and becomes binding upon signature of Client (s). The Contract may not be amended or changed unless executed in writing and signed by both Rasta Rita Cantina (RRC) and the CLIENT(s).

THE PARTIES AGREE TO THE FOLLOWING: 3 C Policies and Procedures

LOCATION OF RASTA RITA CANTINA:

The hourly rental is in a commercial area with the address 73662 Homestead Dr. Twentynine Palms CA. RRC is an hourly rental space which includes both an indoor and outdoor footprint. There is an upper Venue and a lower Cantina area. Potentially 2 parties can simultaneously be scheduled, but will be discussed with the clients who booked first.

GUESTS:

The term "guests" shall refer to any people other than the CLIENT(s) who are present at Rasta Rita Cantina, RRC at the invitation of or with the permission of the CLIENT(s), including but not limited to guests, hired help, employees and delivery persons, and other persons who are intentionally permitted access to RRC before, during and after the RENTAL and until such time as CLIENT(s) has completely vacated and surrendered the premises. Vendors must be considered in Guest count if eating or drinking. Guest counts need to be in 30 days prior to the event. Guest counts can only go up, not down from the original estimate. Estimates are part of the binding overall Rasta Rita Cantina & Venue agreement between RRC and Client(s).

SECURITY:

RRC cannot be held responsible for safekeeping of equipment, supplies, written materials or any other valuable items left on the property. Client and all guest attendees are responsible to provide security of any such aforementioned items and assumes the responsibility for loss thereof.

1. Submitting one page or all pages of this contract is considered as an agreement and understanding of pages 1, 2 & 3.

2. PROMOTIONAL MATERIALS:

The use of the Rasta Rita cantina name will be limited to use on printed materials and may be included in any form of electronic advertising, radio, television, etc. all printed materials, (posters, tickets or other promotional materials) using the Rasta Rita cantina name, logos, trademarks or graphics ("names and marks") will be provided by Rasta Rita cantina.

3. CHANGES IN TERMS OF AGREEMENT:

If guest count needs to be in 14 days prior to the event, customers must notify RRC as soon as possible. if the guest count changes in less than (7) days prior to the event date, RRC can only increase the order (menu), not decrease.

4. 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.

5. 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 canceled or curtailed because of the occurrence of any of the foregoing events of force majeure, Rasta Rita cantina is not responsible.

6. ATTORNEY'S FEES VENUE AND JURISDICTION:

If any action or proceeding, including mediation or arbitration, is initiated relating to the provisions of this contract or any default under this contract, the prevailing party in such action or proceeding shall be entitled to all of its reasonable expenses, including costs and attorney's fees. if there is any dispute between the parties hereto, venue and jurisdiction shall be vested exclusively in the State of California, County of Orange, City of Newport Beach.

CLIENT DATE: _____

RASTA RITA CANTINA VENUE CLIENT(S) INITIALS _____ + _____

CLIENT NAME: _____

7. VENDORS:

A list of all Vendors with contact numbers must be given to the RRC manager 2 weeks prior to the event date. Vendors must provide proof of worker’s compensation insurance and general liability if preparing the event space on behalf of the client. Vendors are required to list the following as additionally insured: Rasta Rita Cantina and Venue sole prop. Mario Melendez, 73662 Homestead Dr. Twentynine Palms CA. If Clients must include Vendors in the guest count if they will be eating and drinking onsite. Vendors are not permitted to eat or drink at Guest tables or at the Venue bars.

8. TERMINATION:

It is understood and agreed that should your group fail to adhere to all rules, policies and conform to the proper use of the buildings and facilities, Rasta Rita Cantina, RRC, may, at its discretion, terminate this agreement and require the renting parties to vacate the property, forfeiting any and all fees and monies. Weapons, flammable substances, toxic or hazardous substances, controlled substances and all other illegal or dangerous items of any kind or nature are strictly prohibited and may not at any time be brought into the venue. It is understood that it shall be Client(s) sole and exclusive responsibility to ensure that such items are not brought into the venue and Client(s) shall bear full criminal, civil and other legal responsibility for the same. Mutual Cancellation and release: If the parties mutually agree to terminate the Original contract “rental agreement” and both parties are released from their obligations under the agreement. Client further agrees not to in any way slander or injure the Business reputation or goodwill of the company or the company affiliates through contact with customers, vendors, suppliers, employees, social media platforms, google, or the agents of the company or the company’s affiliates, or in any other way.

9. LIMITATION OF LIABILITY:

In no event shall Rasta Rita Cantina RRC, or any of their agents, representatives, principals, employees, officers, directors and affiliates be liable to you or any third party for any indirect, incidental, consequential, special, punitive or exemplary, or any similar damages, including, without limitation: lost profits, loss of revenue or income, cost of capital, or loss of business reputation or opportunity, as to any matter under, relating to, or arising out of the event or the transactions contemplated by this agreement, whether in Contract, tort or otherwise.

1A TERMS OF PAYMENT

10. Payments:

A non-refundable booking fee is due concurrent with the signing of this agreement to secure your event dates. The remaining non-refundable balances are due in accordance with the agreed, schedule. consisting of 3 payments, Booking payment is #1 is 50%, #2 is 25% and #3 is final payment due 30 days before the event. Failure to pay any balance within 5 days of any due date will result in cancellation of the event and forfeiture of all payments. All payments are non-refundable and non-transferable. There is a 21% Administrative fee applied to all event totals. Since event totals can change by adding additional services there could be a final charge at the end of the Rental, and may come out of the Security deposit or be charged to the credit card on file. If parties can agree to reschedule an event, there is a \$250 rescheduling fee. Payments can be made in the form of cash or personal check, final payment will be charged to the client’s credit card. If a party other than the clients are paying for an event, that payee needs to sign all pages of the Rasta Rita Contract.

11. INSURANCE:

Clients must have “day of” insurance and this insurance certificate should be submitted to the RRC manager two weeks prior to the event date. Client’s personal certificate of insurance must include personal liability and host liquor liability with limits not less than \$1M per occurrence. We do not require a certain \$ amount for the deductible, nor do we require coverage for other things (including, but not limited to) cancellation/ postponement, jewelry, gifts, loss of deposits, etc. These are optional items that you can cover if you wish (theeventhelper.com). Clients are required to list the exact following as additionally insured: Rasta Rita Cantina and Venue sole prop. Mario Melendez, 73662 Homestead Dr. Twentynine Palms CA.

12. Security Deposit:

Before access to property Client(s) will provide RRC with a damage/loss deposit of \$500 per day of venue rental, This payment is due 7 days prior to your event. Any damage or other losses resulting from the rental will be deducted from this deposit by RRC. Guest explicitly agrees that any damage to or loss of the venue furniture, fixtures, equipment, or property caused by the Client(s), vendors, employees, agents, representatives, or individual attendees shall be the sole responsibility of the Client(s), once property has been inspected for any potential damage/outstanding balances from the CLIENT(s) rental the balance of deposit will be returned in 7 days.

13. CATERING:

RRC has a health dept approved kitchen that is open to Vendors and clients @ \$74.89/h. Additional kitchen/catering equipment must be approved by the site manager at least 2 weeks prior to the event date, Failure to notify RRC of kitchen needs will result in a charge of \$74.89. Deep fryers are not allowed anywhere on the property. Kitchen area must be left completely clean, free of any spills/trash/debris. All trash must be double bagged and taken to the dumpster. Any trash that cannot fit within the onsite dumpster must be removed by the caterer or client. Caterer or POC by client must complete a walkthrough and check out with the venue manager. All Caterers and staff must have San Bernardino County food handler cards to prepare food from scratch. If an outdoor space is a satellite kitchen the ground must be completely covered with rug type floor mats or astro turf, any oil spills from food prep on concrete will have an extra cleaning charge of \$74.89/h. If client would like to refrigerate food items the cost is \$74.89.

CLIENT DATE: _____

RASTA RITA CANTINA VENUE CLIENT(S) INITIALS _____ + _____

CLIENT NAME: _____

14. BAR/BEVERAGE CATERING:

We are an Alcohol Beverage CA licensed Venue, therefore we provide all alcoholic and non-alcoholic beverages. Bartenders, Clients and Vendors are responsible for monitoring alcohol consumption rate and ensuring that alcohol is only served to those age 21 or older. Shots and self-service of alcohol are never permitted. This includes wine/champagne bottles on the tables. No consumption of alcohol is allowed by employees. All alcohol must stay within the confines of the property. No guests are allowed to bring alcohol outside our front door and into our parking space. All corkage & alcohol are subject to Ca tax. The Service of Alcohol and non- Alcoholic beverages are for 4 hour serve time and start when the first drink is served. Extra hourly Serve time can be purchased for \$500/h, which includes All Beverages that were on client's order. If out of product, RRC will make substitutions, this charge includes 1 more hour of Bartending Services and Venue rental. Bartenders can be tipped on site. Bartenders are not servers and will not provide table service. Cost for 1 Bartender whom serves 55 guests is \$249.99. If more guests, an additional bartender is needed at \$249.99.

15. EVENT PLANNER/COORDINATOR:

A day-of coordinator is a good idea but not mandatory. A POC for the event is mandatory. This person should be onsite for the duration of your event including set up and break down and must remain onsite until the last vendor exits the property. We want you to enjoy the party without having to worry about schedules, trash, dishes, food, etc. The RRC site manager is responsible for the overall management of the venue and its policies and procedures but does not act as an event coordinator. Rentals of any kind need to be off Premises by 11:30p, If not RRC will charge the client an additional standing time charge of \$74.89/15 min increments. RRC also has the right to close its gates and not allow Vendors in after 11:30pm.

2B HOUSE RULES

16. RESTROOMS:

Client(s) understands there are 3 ADA restrooms in the cantina. Only tissue is to be placed in toilets. Clients will be responsible for plumbing issues that may occur due to failure to comply with this policy. RRC will supply soap, paper towels and toilet paper. The restrooms are not meant to be changing rooms. If you require your guests to change on premises, this needs to be discussed. A changing room charge is \$100 per event.

17. PHOTOGRAPHY:

We would appreciate access to any photography/videography shots for use on our website and for other promotional means. We also welcome you to tag us @rastariticantina on Instagram. We frequently take pictures during events and put on our social media, please notify us 30 days prior to event if you do not desire this.

18. SMOKING + FLAME, FIRE & CANDLE POLICY - NO OPEN CANDLE FLAMES:

Absolutely no smoking of marijuana or vaping are permitted in the general venue areas. Cigarette butts must be placed in designated receptacles and not on the ground or concrete to avoid additional cleaning fees.\$74.89/h. If any of your guests smoke, notify us 30 days prior so that we can set up a smoking section.

19. HOUSE SOUND SYSTEM/DJ POLICIES:

The DJ or live band must sign a copy of the house rules and be approved by RRC at least 30 days prior to the event. It is required for the DJ or band to check in with the site manager prior to setting up equipment. RRC is equipped with a DJ Bluetooth Bose speaker. Additional audio equipment is allowed with approval from the site manager within 30 days prior to the event date. DJ is allowed to play music up to the contracted event time, usually at 10 pm, but the audio volume is left to the discretion of the site manager. Decibel device available. The Venue is not responsible for accommodating the band or DJ in any way except for electricity. The DJ and Band should arrive and proceed independently. If meals are provided for these vendors, they must eat in a space other than at the bar where bartending services are provided.

21. Animals:

Pets of clients, event staff, or guests are strictly prohibited on property at any time, except in instances where clients or guests use a registered service dog. This exception is made with written RRC pre-approval only, so please notify us in advance.

22. CHILDREN:

Age 2-10. Babysitter is always recommended.

23. RENTALS, DÉCOR & PERSONAL ITEMS:

All items: personal, rentals and decor, etc. must be removed by the end of your Event rental. If using RRC chairs/tables they must be set up by client or POC and placed back in storage clean & neat at the end of your event. Decorations may not be attached to any structure or surface with tape, wire, nails, screws or other fasteners that could cause damage, unless permitted by the Manager. Birdseed, rice, confetti, flower petals, balloons, glitter, pyrotechnics, and sparklers are not permitted anywhere on the property. Rentals of any kind need to be off Premises by 11:30p, If not RRC will charge the client an additional standing time charge of \$74.89/15 min increments. RRC also has the right to close its gates and not allow Vendors in after 11:30pm. If using the RRC wedding arch, it must be placed back in its original home at the end of the event.

CLIENT DATE: _____

RASTA RITA CANTINA VENUE CLIENT(S) INITIALS _____ + _____

CLIENT NAME: _____

24. DUTY TO SUPERVISE UNRULY GUESTS:

Client(s) and or Client's POC acknowledges they have the sole and exclusive duty to supervise any and all persons who are granted or permitted access to the venue and to ensure that such persons conduct themselves in accordance with the terms of this agreement and the rules, regardless of whether such persons are Client(s) representatives or guests. Rasta Rita Cantina does not assume any responsibility for the conduct of the Client(s), any Client representative or any guest, nor shall Rasta Rita Cantina RRC have any duty to supervise Client(s), their representatives, or Guests. Rasta Rita shall have the right to remove any person(s) from the venue or to deny any person(s) access to the venue at any time at their discretion. Anyone who appears to be intoxicated, impaired or under the influence of other legal or illegal substances, or who is engaged in disorderly conduct (including profane or abusive language or threatening behavior), dangerous, unsafe, intimidating or illegal acts including but not limited to assault, battery, vandalism, graffiti, theft or property damage must be removed from the venue immediately, and Client(s) and RRC shall be responsible for promptly contacting law enforcement officials to assist as necessary or appropriate.

25. LIMITATION OF LIABILITY:

In no event shall Rasta Rita Cantina RRC, or any of their agents, representatives, principals, employees, officers, directors and affiliates be liable to you or any third party for any indirect, incidental, consequential, special, punitive or exemplary, or any similar damages, including, without limitation: lost profits, loss of revenue or income, cost of capital, or loss of business reputation or opportunity, as to any matter under, relating to, or arising out of the event or the transactions contemplated by this agreement, whether in Contract, tort or otherwise.

“Our goal is to create a memorable experience”

SIGNATURE AGREEING TO THE HOUSE RULES, POLICIES AND PROCEDURES AND TERMS OF PAYMENT:

RENTER CLIENTS #1 NAME/ADDRESS: _____ DATE: _____

RENTER CLIENTS #2 NAME/ADDRESS: _____ DATE: _____

RENTER CLIENTS #2 NAME/ADDRESS: _____ DATE: _____

VENDOR AGREEMENT IF APPLICABLE

DJ/MUSIC

WEDDING PLANNER

CATERER

SERVER

CLIENT DATE: _____

RASTA RITA CANTINA VENUE CLIENT(S) INITIALS _____ + _____

CLIENT NAME: _____