

Dave & Buster's Special Event Contract

120 Interchange Way
Concord, ON L4K5C3
Phone: 905-760-7600
Special Events Fax: 905-760-7603



Feodora Project - Software Developers
Feodora Project - Software Developers
Chris Tyler

Event Date: 12/05/2009 6:00 PM

Invoice #: 15658

Created Date: 08/27/2009 / 03:21:06 PM
(Central Time)

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Account: Feodora Project - Software Developers
Contact: Chris Tyler
Address: REQUIRED
REQ, ON REQ
Phone: 416-629-0628
Fax:
Email: chris@tylers.info

Sales Person: Jacqueline Scott

Booking Status: Penciled In

Event Date	Time	Event Area	Event	Setup	ATT	GTD
Sat, 12/5/2009	6:00 PM - 10:00 PM	Viewpoint 2 & 3	D&B Signature Starter	No Setup	130	

Setup Notes	Menu
<p>OPEN PLAY SHUFFLEBOARDS SET WITH BUFFETS X 3</p> <p>Event host is aware that an entire deposit and signed contract are required before an event can take place. The remaining balance is due in its entirety at the conclusion of the event by cash credit and debit card only. Certified Cheques may be used at the discretion of the SE Team.</p> <p>Guests may be bringing in their own cake. Dave & Buster's does NOT allow ice cream cakes or home made cakes to be brought in. Dave & Buster's will provide plates and utensils to be used by the guests.</p> <p>We have not received a deposit on this event. We have agreed to hold the event as a guarantee on the following:</p> <p>A \$1000.00 Deposit is required for this event and is due by 09/28/09</p> <p>Deposit will be applied to the final billing.</p> <p>Guest understands that if the event is cancelled less than xx days from the day of the event, a cancellation fee would apply to the above credit card. Full payment will be received the day of the event.</p> <p>UPON CONCLUSION OF EVENT FULL PAYMENT IS DUE BY CASH CREDIT CARD OR DEBIT.</p> <p>It is the policy of D&B Toronto & our Liquor License to have all guests present a photo ID at the door prior to entry.</p> <p>A photo ID may be a passport, driver's license, or a legal age of majority card from the LCBO.</p> <p>All guests who do not have proper ID will be denied entry and will not be permitted to attend the special event or use of any of the amenities here at D&B Toronto.</p> <p>*All minor's who are 18 yrs or younger must be accompanied by an adult and ID is not required*</p> <p>Final guest count for this event is due Five Business days before the event.</p> <p>All menu changes and time-lines are due Ten Business days before this event.</p> <p>Host is aware the deposit taken will be applied to the final bill.</p>	<p>D&B Signature Starter 6:00 PM - 10:00 PM Viewpoint 2 & 3 Appetizers to be served at 6:15pm</p> <p>130 D&B Signature Starters @ \$18.49 per person Tortilla chips served with queso and fire-roasted salsa Four cheese pizza bites with basil pesto Goldfingers served with chipotle-honey sauce Bar burgers mini cheeseburgers served on Hawaiian rolls Assorted cheeses with crackers All beverages must be ordered from the server in your event area.</p> <p>130 Unlimited coffee, tea and soda @ \$2.59 per person</p>
	Notes
	<p>Charges will be based on actual consumption plus 16% gratuity the day of the event.</p> <p>UNDERAGE POLICY: For admission, guests under the age of 19 (legal drinking age) must be accompanied by an adult or guardian. A guardian is a person of 25 years of age or older who agrees to be responsible for the conduct, supervision and safety of the underage guest. One party or guardian can accompany up to a maximum of six underage guests. Any person under the age of 19 caught drinking alcoholic beverages will be immediately removed from the premises. Underage guests must remain with their parents or guardian at all times</p> <p>Guests with guardians under the age of 19 may stay in the building Sunday-Thursday until 9:00pm and on Friday and Saturday until 10:00pm. This applies for the school year. Summer Months allow Children with Guardians to be in the building until 10:00pm each and every day.</p>

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Beverage	
D&B Signature Starter 6:00 PM - 10:00 PM Viewpoint 2 & 3 Drink Ticket Service (Good for 1. Limit up to \$7.20) Drink Ticket Service - Liquor Drink Ticket Service - Wine Drink Ticket Service- Beer	
Entertainment Notes	
D&B Signature Starter 6:00 PM - 10:00 PM Viewpoint 2 & 3 4 hour(s) Billiard Area Rental @ \$125.00 per hour 4 Promo - Rental @ \$-125.00 130 Power Cards (21 chips) @ \$5.00 per Card 130 Power Cards Activation Fee @ \$2.00 per Card	

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SUMMARY OF CHARGES

Subtotal

Food

130 D&B Signature Starters @ \$18.49 Each	\$2,403.70
130 Unlimited coffee, tea and soda @ \$2.59 Each	\$336.70
Subtotal Food:	\$2,740.40

Beverage

Drink Ticket Service - Liquor (Based on Consumption)	\$0.00
Drink Ticket Service - Wine (Based on Consumption)	\$0.00
Drink Ticket Service- Beer (Based on Consumption)	\$0.00

Amusements

4 Billiard Area Rental @ \$125.00 Each	\$500.00
4 Promo - Rental @ (\$125.00)	(\$500.00)
130 Power Cards (21 chips) @ \$5.00 Card	\$650.00
130 Power Cards Activation Fee @ \$2.00 Card	\$260.00

Area Rental

\$0.00

Subtotal:	\$3,650.40
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Less Deposits:	\$0.00
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Subtotal:	\$3,650.40
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GST:	\$137.02
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PST:	\$219.23
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Gratuity:	\$438.46
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Balance Due:	\$4,445.12
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Payment Information

Reservation & Deposit

Reservations are tentative and not considered final and therefore may be cancelled by Dave & Buster's at any time until a signed contract and deposit are received by Dave & Buster's. A facsimile signature is sufficient for purposes of a signed contract. A deposit in the amount of \$0.00 is due at the time the reservation is made. Deposits are applied to the balance, and the entire balance is due on the event date. Unpaid balances will bear interest from due date at 1% per month not to exceed the highest rate allowable by law. **Host Initial** _____.

Cancellation Policy

In the event the Host cancels this Dave & Buster's Special Event Contract (the "Agreement") prior to the initial arrival date of the event, Dave & Buster's will necessarily incur damages including, but not limited to, turning away other group events and the ancillary revenue associated with those events. Notwithstanding any other provisions of this Agreement, the Host shall have the right to cancel this Agreement, without cause, upon written notification to Dave & Buster's at any time prior to the event and upon the

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payment of the amount expressed below:

Notice and payment received between signature and 30 days prior to arrival date 50% of revenue subtotal

Notice and payment received between 7 and 29 days prior to arrival date 75% of revenue subtotal

Notice and payment received between 0 and 6 days prior to arrival date 100% of revenue subtotal

No show events will be charged at the full contracted value of the event. The parties agree that the sums are not a penalty, but represent a reasonable effort on behalf of Dave & Buster's to establish its loss prospectively and represent liquid damages. Such payment shall be made by certified check or credit card and shall accompany notice from the Host of the exercise of this cancellation option. Any attempted exercise of this right without the inclusion of payment, as set forth above, shall be invalid. **Host Initial** _____.

Restriction

Host understands and agrees that it shall not assign this Agreement, nor subcontract or resell the rights and benefits provided hereunder, nor act as a promoter for the event, including but not limited to selling tickets, charging admission/cover charges or seeking donations in lieu thereof; and that the event shall be conducted as described in this Agreement.

Cancellation on Behalf of Dave & Buster's

Dave & Buster's reserves the right to cancel any event at its facility upon determination, in Dave & Buster's sole discretion, that (i) the event violates the Restrictions set forth in the foregoing paragraphs, (ii) the host misrepresented the event in any way (to Dave & Buster's or any other party) or (iii) the event would be harmful to Dave & Buster's and/or its guests. In the event of such cancellation, Dave & Buster's will refund all prepaid deposits in full for the event in question.

House Policies

Host must note that Dave & Buster's has a variety of House Policies including certain restrictions regarding minors: guests under the age of 19 (legal drinking age) must be accompanied by a parent or guardian, defined as a person 25 years of age or older, who agrees to be responsible for the conduct and safety of the underage guest. One parent or guardian can accompany up to a maximum of four underage guests. Underage guests must remain with their parent or guardian at all times. At our Toronto, Canada location, underage guests are welcome to stay until 9:00pm, and until 10:00pm during summer hours. **VALID I.D. REQUIRED:** Dave & Buster's is licensed as a restaurant and bar, therefore we reserve the right to card any guest.

Food & Beverage

Any food or food item(s) remaining at the conclusion of the event are considered property of the event Host and may be taken off premises. Foods left behind after the event's party has left will be discarded. In an effort to reduce the possible health and food safety risks involved with leftover foods, Dave & Buster's asks its guests to adhere to the following guidelines: Please refrigerate all leftovers within two (2) hours, reheat all leftovers throughout and to at least 165 degrees Fahrenheit for 15 seconds (do not heat more than once), consume or discard within 2 or 3 days (fish within 1 or 2 days), and divide all large containers into small ones before refrigerating. Additionally, be advised that reheated spinach has been found to form cancer causing compounds when combined with stomach acid. Host acknowledges that the handling and storage of any leftover food items are the Host's sole responsibility and Host agrees to release and hold Dave & Buster's harmless from any and all claims arising from the preparation and consumption of leftover food items. Please note that buffets are portioned per person and quantities are placed out based on the contracted number of guests. Buffet portions are finite and not replenishable. Additional charges will apply if more food is requested by the event Host, and extra servings are subject to availability. As a responsible server in accordance with state and local beverage regulations, we reserve the right to monitor and limit consumption of beverage alcohol. 16% gratuity will be added to all food and beverage charges. Pricing is subject to change.

Number of Guests Attending Event

The final guest count must be received no later than five (5) business days (Monday - Friday) prior to the event. In the event we do not receive your final count by this date, we will prepare for the original contracted amount and charge the master account accordingly. If, on the day of the event, the attendance varies from the final count, the Host will be charged based on the greater number of guests. There will be a minimum count required for each event. **Host Initial** _____.

Payments

Upon execution of this contract, if consideration is offered by credit card, the undersigned Host agrees that the credit card may be charged for any charges associated with this event, including cancellation. Once a charge for full or partial payment towards an event is processed via credit card, we are unable to refund the credit card at a later date and accept alternate payment. **Dave & Buster's does not accept gift cards for payment of amounts due under this Agreement, nor does Dave & Buster's does not accept personal checks.**

Limitation of Liability

Neither party shall be liable to the other for any indirect, special, incidental, punitive or consequential damages or lost profits arising out of or relating to this agreement. Further, in no event shall Dave & Buster's aggregate liability arising out of or relating to this agreement exceed the amounts paid by Host hereunder.

Agreement

I, the undersigned Host or agent for Host do hereby agree to the terms and conditions set forth herein. If I am an agent of the Host, I hereby state that I am able to enter into this Agreement on behalf of the Host.

Host (Signature)

Print Name

Date

Dave & Buster's Representative (Signature)

Date

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Credit Authorization Form

By signing the document below, you authorize Dave & Buster's to charge the following credit card for expenditures related to your event. When the credit card is provided for event deposit purposes and no other form of payment is provided at the time of the event, the remaining balance and any additional incurred on the day of the event will also be applied to this card. The balance of your account is due in the full at the conclusion of your event. Once a charge for full or partial payment towards an event is processed via credit card, we are unable to refund the credit card at a later date and accept alternate payment. Dave & Buster's accepts cash, credit/debit cards, and certified checks as payment for all service, subject to Dave & Buster's policies and procedures.

Credit Card Number _____

Credit Card Type _____

Name on Card _____

Expiration Date _____

Cardholder's Signature _____

Please return this completed form with your event contract to the fax number above.