

# THE SUN DIAL

RESTAURANT, BAR & VIEW

## BANQUET POLICIES

1. As the Sun Dial Restaurant, Bar & View is a part of the Westin Peachtree Plaza (named 'Hotel' going forward), Hotel policies are applicable in the Sun Dial Restaurant, Bar & View as well. When 'Hotel' is used, this will include the Sun Dial Restaurant, Bar & View. Our banquet /catering, and meeting services are subject to guidelines of The Sun Dial Restaurant, Bar & View and The Westin Peachtree Plaza and to the following express terms:
2. Clients must sign banquet checks immediately after each event.
3. Ten (10) working days prior to all functions, or at the time the BEO is signed, whichever is less, the Sun Dial Restaurant, Bar & View requires the customer to submit an expected number of guests for each scheduled event. The customer will be charged a minimum of 90% of the expected number of guests, regardless of the final guarantee. The final guaranteed number of guests for all food functions must be submitted to the Sun Dial Sales Department by Noon, three (3) business days prior to the date of the function. If the guarantee is not received by the cut-off date/time, the Sun Dial Restaurant, Bar & View will assume that the "agreed" (AGR) number of guests as noted at the top of the Banquet Event Order (BEO) or the expected number of guests submitted to the Sun Dial Restaurant, Bar & View ten (10) working days prior to the event is the final guarantee, whichever is higher. The guarantee becomes the minimum number of guests used in calculating the amount to be charged and the maximum number for food and beverage preparation. Should the actual number of guests in attendance of the event exceed the guarantee; the customer will be charged for that number of guests. On plated Food and Beverage functions, the Sun Dial Restaurant, Bar & View will set seating for 5% over the guarantee for all group events under 500 guests and 3% for all events over 500 guests. All Food and Beverage is subject to 22% Service Charge (Taxable) and 8% Sales Tax (subject to change). Liquor sales are subject to a 3% Liquor Tax (subject to change). The terms, conditions and guarantees of the BEO's signed by the customer supercede and amend any previously contracted minimum revenue guarantee, except that BEO guarantees will not reduce any food and beverage minimums.
4. The Patron agrees to pay the prices as shown on the Banquet Event Order(s). No change shall be made in any of the conditions of this agreement (including price and menu items) without the understanding and agreement of both parties at least 72 hours prior to the date of the event.

5. The performance of this Agreement by either party is subject to acts of God, government authority, disaster, strikes, civil disorders, or other emergencies, making it illegal or impossible to provide the facilities and/or services for your meeting. It is provided that this Agreement may be terminated for any one or more of such reasons by written notice from one party to the other without liability.
6. Patron assumes full responsibility for the conduct of all persons in attendance or serving the event. Patron will be responsible for any damage done to the Sun Dial Restaurant, Bar & View and/or the Hotel, or any person as a result of the event. Hotel reserves the right to exclude, or eject any and all objectionable persons from the event on the hotel's premises (including the Sun Dial Restaurant, Bar & View) and without liability.
7. Patron will conduct the event in an orderly manner, in full compliance with all applicable laws, regulations and hotel and Sun Dial rules. The event shall begin promptly as scheduled and the event space shall be vacated no later than the agreed time.
8. Hotel will not be liable for any loss of merchandise or articles left in the Sun Dial Restaurant, Bar & View or Hotel prior to, during, or following the event.
9. All displays, exhibits and decorations must conform to the Sun Dial Restaurant, Bar & View and The Westin Peachtree Plaza and should be free standing without attachments to walls, ceilings or floors.
10. Unless you have established credit in advance with the Hotel, you will pay the entire estimated cost by certified check, credit card or cash at least two weeks prior to your function. If you have established credit, payment of all undisputed charges will be due within thirty (30) days after receiving initial invoice.
11. The function space set forth on the Banquet Event Order(s) has been reserved based upon your expected attendance. We reserve the right to substitute comparable function space, or to assign alternate space at our discretion. You agree to obtain Hotel approval before printing any materials listing specific meeting or function locations.
12. No food or beverage of any kind will be permitted to be brought into the Hotel and the Sun Dial Restaurant, Bar & View by the Patron or any of the Patrons guests, or invitees from the outside without the special permission of the Hotel, and the Hotel, in that event, reserves the right to charge a service charge of such food and beverage.
13. Should expected attendance of any catered food and beverage events be reduced to less than 75% of original estimated expected number of guests, Patron will be charged based on the following scale:
 

| <u>Percentage of Original</u> | <u>Percentage of Function Revenue Due</u> |
|-------------------------------|---|
| 51% to 74%                    | 20%                                       |

56% to 50%  
Less than 25%

35%  
50%

14. Menu prices cannot be confirmed more than six (6) months prior to a function.
15. Cancellation of audio-visual equipment arranged through Presentation Services within a 72-hour period will result in a fee equal to 100% of the estimated rental fee plus service charge and tax.
16. To the extent permitted by law, Patron agrees to protect, indemnify, defend and hold harmless The Westin Peachtree Plaza, and the owner of the hotel and their respective employees and agents against all claims, losses or damages to persons or property, governmental charges or fines, and costs (including reasonable attorney's fees) arising out of or connected with your function, except those claims arising out of the sole negligence or willful misconduct of the Hotel.
17. Tables must be located in compliance with the local Fire Department regulations pertaining to mandatory aisles and fire exits. You acknowledge that decorations, props or staging brought into the Hotel/The Sun Dial Restaurant, Bar & View may be subject to approval by the local Fire Department.
18. The Hotel represents and you acknowledge that the Hotel facilities being rented to you, including guest rooms, common areas and meeting space, will be in compliance with our public accommodation requirements under the Americans With Disabilities Act. You agree that by two weeks prior to your event, you will furnish to us a list of any auxiliary aids needed by your attendees in meeting or function space. You agree to pay all charges associated with the provision of such aids by the Hotel.
19. We have the right to review, approve and reject any and all advertisements or promotional materials in connection with your function which specifically reference The Westin Peachtree Plaza and/or the Sun Dial Restaurant, Bar & View
20. The parties agree that in the event any dispute arises in any way relating to or arising out of this agreement, the prevailing party in any arbitration or court proceeding will be entitled to recover an award of its reasonable attorney's fees and costs.
21. The parties agree that any amendments or changes to the arrangements described in this agreement and on individual BEO's must be made in writing, signed by both you and the Hotel and/or the Sun Dial Restaurant, Bar & View. .
22. Arrangement for delivery of packages should be made in advance through your hotel contact. Boxes and packages should not arrive at the hotel more than (5) working days prior to the start of the meeting. The hotel agrees to receive and store up to 99 lbs. of material at no charge. Shipments in excess of 100 lbs. will be billed

at \$50.00 per 100 lbs. Packages will be delivered to the Sun Dial Restaurant, Bar & View, up to (5) at no charge then \$4.00 per unit thereafter.

23. Client will be charged a handling fee at the end of the event for any materials shipped to another location.
24. A cleaning fee will be assessed for space not returned in its original clean condition. This fee is \$ 500 for the Sun Dial Bar level, \$ 500 for the Sun Dial View level and \$ 1,500 for the Sun Dial restaurant level.
25. Music and other audio presentations will not be played at levels deemed to be disruptive to other Sun Dial Restaurant, Bar & View or hotel guests. Hotel and/or the Sun Dial Restaurant, Bar & View reserves the right to reduce volumes to reasonably acceptable levels.
26. Should any of these clauses differ from a similar clause detailed in the signed Contract, the Contract clause will prevail.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_