

**PANGEA
CAFE**



& CATERING LLC

1324 Carter Road Owensboro, KY 42301 (270) 689-9824
www.pangeacompany.com

**BANQUET/PARTY/SPECIAL EVENT CONTRACT
SCHEDULE OF SERVICES**

Date of Contract: _____

Name: _____ Organization Name: _____

Address: _____

City, State, Zip: _____ Email: _____

Phone: Day _____ Alternate Contact Name: _____
Cell _____ Alternate Contact Number: _____
Evening _____

Space Requested: _____

Date of Event: _____ Type of Event: _____

Starting Time of Event: _____ Ending Time of Event: _____

Estimated Number of Guests: _____ Guaranteed Number of Guests: _____
(2 weeks prior to event with room layout)

Caterer: _____ Bar: _____
(a 10% service charge will be applied) (bartending fees will apply if applicable)

Deposit: _____ Date Due: _____ Room Rental: _____ Date Due: _____
(due with a signed contract) (one month prior to event)
Fee includes 4 hours of Time - \$175.00 per hour after 4 hours, charged as full hours only.

Extra Room Rental: _____ Equipment Rental: _____
Room: _____ Equipment: _____

We accept cash, check or credit card for payments. Make checks payable to Pangea.

Credit Card Information: _____ Expiration Date: _____
3 Digit Code: _____
(Credit card required for reservations.)

The undersigned acknowledges and agrees that all the information above is correct.

Signature: _____ Date: _____



BANQUET/PARTY/SPECIAL EVENT CONTRACT

This Agreement is made this ____ day of _____ 20__ between Pangea Café & Catering LLC a Kentucky Limited Liability Corporation (“Lessor”) and _____ (“Lessee”).

1. Lessor and Lessee agree that Lessor shall rent part of the Pangea Café & Catering LLC (the “Facility”), rent certain equipment, and provide other services to Lessee as more specifically described in the Schedule of Services (collectively, the “Services”).

2. **Fees for Services**

- a. Security Deposit

Lessee shall pay a security deposit for the Services at the time of signing the contract. Lessor will refund the security deposit within one (1) month after the date of event minus any additional charges beyond the rental fee is Lessee causes no damage to the Facility, its property and equipment, other than normal wear and tear, and follows the Event Contract.

- b. Rent

Rent is stated in the Schedule of Services and is based upon a Rent Schedule adjusted according to size of event, setup, equipment needs and catering needs. Charges for rental of tables and chairs are included in the rent amount. Increases in Facility usage or changes in catering arrangements will cause adjustments in the amount of rent. Rent is due one (1) month prior to the date of use (the “Due Date”).

Lessee must pay rent in full by the Due Date. Failure to pay in full by the Due Date may result in cancellation and forfeiture of Lessee’s security deposit. And, Lessor will deduct \$5.00 per day from the security deposit for each day the rent payment is late.

3. **Cancellation by Lessee**

To cancel the Services, Lessee must notify Lessor in writing. If Lessee cancels at any time, Lessor will retain Lessee’s security deposit. If Lessee cancels thirty (30) to sixty (60) days prior to the first date of use, Lessee shall pay Lessor 50% of the Rent Payment as liquidated damages. If Lessee cancels less than thirty (30) days prior to the first date of use, Lessee shall pay Lessor 100% of the Rent Payment as liquidated damages.

4. **Cancellation by Lessor**

If Lessor is unable, for reasons beyond its control, to perform this Agreement, Lessor will notify Lessee immediately in writing. Upon cancellation, Lessor will return Lessee’s deposit and any rent payments made by Lessee, and Lessor and Lessee will have no further obligation to each other under this Agreement.

5. **Lessee’s Responsibility for Guests and Others**

Lessee agrees to be responsible for the conduct of all individuals admitted to Lessee’s event, including, but not limited to, Lessee’s directors, officers, employees, agents, guests, caterers, and other vendors and independent contractors (“Admitted Persons”)

6. **Alcohol**

Pangea Café & Catering LLC holds a beer and wine license and will be responsible for all sales of alcoholic beverages unless otherwise specified in this contract. The type of bar set up must be ordered by Lessee at least 2 weeks prior to the event. Options include cash bar, open bar, company supplied tickets (open bar), open bar for dinner only (There are many formats to having a bar so please let us know what will best suit your event.) There is a Host Bartender fee of \$40.00 for the first hour and \$20.00 for each additional hour for each bartender needed.

7. **Access**

Access time is confined to the contracted rental time period. Lessor's staff reserves the right to refuse admittance prior to the contracted time. Failure of Admitted Persons to arrive or vacate premises at the agreed arrival or departure time will result in an overtime charge of \$50.00 per hour.

8. Decorations/Use of Facility

No decorations may be attached to the walls, windows, doors or fixtures without prior approval by Lessor and all material must be flame retardant as per fire codes. Decorations may be placed in lobby no more than twenty feet from the ballroom doors.

9. Catering

All caterers and food service providers *must be approved* by Lessor. Lessor reserves the right to refuse approval of any caterer. A 10% fee on catering gross costs will be assessed on all caterers unless otherwise approved by the Pangea Café & Catering LLC Director. All catering paperwork must be completed and approved by Lessor at least 60 days before said event.

10. Safety and Security

The Lessee is responsible for the personal safety of all guests. Lessee is also responsible for ensuring that all children are under the supervision of an adult at all times. Lessor, at its discretion, may require that a special duty police officer(s) be on premises throughout an event. If applicable, Lessor will make arrangements for the hiring of the off duty police officer(s) and add the cost to the rental fee.

11. Smoke Free

Pangea Café and Catering LLC is a smoke-free facility and Lessee shall enforce the non-smoking policy with Admitted Persons in all areas of the Facility. Failure to do so could result in eviction of Admitted Persons and/or the event stopped with all fees and deposits retained by Lessor, including any additional charges incurred for cleanup of the facility.

12. Cleanup

Lessee will be responsible for maintaining a clean and safe environment in all areas used before, during and after the event unless specified in this contract. Lessee is responsible for the general clean up of tables, take down and removal of all decorations and property owned or under the tenure of Lessee or owned by a vendor of the Lessee and the removal of all trash to the designated area behind the Facility, and if there is excess trash in the parking lot, it is the Lessee's responsibility to make sure it is all removed as well. Items approved for delayed removal are to be removed by the designated time from Lessor's staff, and if it is not removed within 7 business days of said event then it is then the property of Lessor. Lessor is not responsible for the loss or damage to any item. Charges for janitorial services will be deducted from the security deposit at a rate of \$50.00 per hour, minimum of one hour. Lessee will be billed for any charges exceeding security deposit.

13. DJs, Bands and Other Vendors

All vendors of any type must be approved in advance by Lessor, at least 30 days before the scheduled event. Lessor has final authority regarding any aspect of a vendor's privileges on the premises. There is a contract that each vendor must fill out to start the approval process.

14. Indemnification and Insurance

Lessee hereby agrees to indemnify and hold Lessor, its respective directors, officers, agents, employees, and volunteers harmless from and against any and all claims, damages, losses, costs, expenses, or liability (including reasonable attorneys' fees) suffered or sustained by Lessor by reason of the acts or omissions of Lessee, Lessee's agents, employees, guests, vendors, or others associated with Lessee or Lessee's event, arising out of or relating to or connected with Lessee's activities at and use of the Facility under this Agreement. Lessee shall, at its own cost and expense, defend any such claim, suit, action, or proceeding, whether or not groundless, which may be commenced in connection with Lessee's activities at and use of the Facility under this Agreement. Lessee agrees at Lessee's own cost and expense to keep all of its property, whether or not within the Facility, insured for replacement value against loss by fire, extended coverage and sprinkler leakage, and to operate under the provisions of the Kentucky Workers Compensation Law and carry insurance covering all liability under said law. Lessee shall obtain a provision in all insurance policies carried by it waiving the right of subrogation against Lessor. To the extent any loss or damage is covered by any insurance policies that contain such waiver of subrogation, Lessee releases Lessor from any liability with respect to such loss or damage.

15. Governing Law

This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky without reference to its conflicts of laws rules. Any judicial proceeding brought to interpret or enforce the obligations or rights of the parties under this Agreement shall be brought in any court of competent jurisdiction in Daviess County, Kentucky.

16. Entire Agreement; Amendment

This Agreement constitutes the entire agreement between the parties with respect to the use of the Facility and will supersede all previous negotiations and commitments, both oral and written. This Agreement may not be modified or amended in any respect, except in a writing signed by a representative of each party.

17. Attorney Fees and Costs

The remedies provided herein are cumulative and may be enforced separately or concurrently. If any action is brought to enforce the obligations or rights of the parties under this Agreement, the prevailing party will be entitled to all costs and expenses, including attorney fees, incurred in the action.

BY SIGNING BELOW, Lessee or Lessee's representative acknowledges that he/she has read this Agreement and agrees to its terms. The parties have signed this Agreement as of the date first written above.

Lessee (Individual): _____

Lessee (Organization): _____

By: _____

Its: _____

Lessor: **PANGEA CAFÉ & CATERING LLC**

By: _____

Title: _____