

PLEASE REMIT PAYMENTS TO:

BLUE AGAVE SOUTHWEST GRILL

18601 Yorba Linda Blvd. · Yorba Linda CA 92886

Phone: (714) 970-5095 · Fax: (714) 970-6203

1. ALL EVENTS MUST BE PAID FOR IN FULL AND RECEIVED AT LEAST FOUR (4) DAYS PRIOR TO THE EVENT. If the payment is not received or the check fails to clear the bank at least three (3) days prior to the event, Blue Agave Southwest Grill will have the absolute right to cancel this agreement and retain a deposit.
2. A GUARANTEED GUEST COUNT MUST BE SPECIFIED AT LEAST FIVE (5) DAYS PRIOR TO THE EVENT. The number of guests specified in the Catering & Event Order shall be considered a guaranteed number of meals and not subject to reduction and the cost of your event contract will be adjusted and payment due based upon that number. Guest Count Increases will be accepted for up to a ten percent (10%) increase up to five (5) days before the event. Any requests for increases above ten percent (10%) will be dealt with on a case by case basis and may be charged a five percent (5%) surcharge for the time and manpower necessary on short notice to obtain the food and prepare and serve it. To ensure our promise of service and quality we can not accept changes after five (5) days prior to the event. If Blue Agave Southwest Grill is not given a guaranteed number of guests within 5 days prior to the event, it will consider the number specified in the Catering & Event Order to be accurate and will charge based upon that number.
3. Client agrees that the location of the Event will be easily accessible for Blue Agave Southwest Grill to setup, bring in food and beverages and tear down their equipment. If numerous staircases, long distances, restricted parking or any other such impediment exists, Blue Agave Southwest Grill will bill the client for such extra time and manpower to perform the services and Client agrees to pay such additional charges. Client agrees that if he/she intends to use another caterer or have food provided by any source other than Blue Agave Southwest Grill, the Client will notify Blue Agave Southwest Grill and agrees to pay a ten percent (10%) service charge to Blue Agave Southwest Grill for the additional coordination with the other caterer and risk involved of having two purveyors of food at the same function.
4. Blue Agave Southwest Grill will follow the instructions of the Client who signs this contract. If the Client who signs this contract is unable, unavailable, or unwilling to direct Blue Agave Southwest Grill's personnel prior to or during the Event, please designate in writing prior to the Event, whose direction should be followed. Please refrain from having multiple people contact or attempt to direct our personnel at the Event, as it only creates confusion and may lead to misunderstandings, problems or additional costs.
5. Should Client book an Event outdoors and the weather is threatening to become inclement, Blue Agave Southwest Grill will suggest that the Event be setup indoors. If the Client insists that the setup be made outside, Client will be responsible for all damages or loss incurred as a result thereof. If Client requests the Event be moved after setup because of inclement weather, Client agrees to pay Blue Agave Southwest Grill for such additional breakdown and re-setup.
6. Customers will be charged replacement cost of all damaged linens. This includes holes, cigarette burns, snags and tears, permanent marks, etc. Custom colors and additional linens are available. Prices are available upon request.
7. All federal, state, and municipal taxes which may be imposed or be applicable to this agreement and to the food and services rendered by Blue Agave Southwest Grill are in addition to the prices herein agreed upon and the Client agrees to pay them in addition to all agreed upon costs.
8. Gratuity will be distributed to the service personnel and management. Should our personnel be delayed in the performance of their duties due to Client or its guests and are forced to extend their hours or are requested to do so by Client, Client will be responsible for all hourly rate for such personnel and overtime if applicable.
9. All payments must be made payable to Blue Agave Southwest Grill. 18601 Yorba Linda Blvd. Yorba Linda, California 92886. Phone: (714) 970-5095 Fax: (714) 970-6203.
10. This document embodies the entire and complete agreement between the parties and may not be modified except in writing signed by Client and Blue Agave Southwest Grill.

AGREED AND ACCEPTED:

CUSTOMER SIGNATURE: _____ DATE: _____

PLEASE FAX A SIGNED COPY TO (714) 970-6203 OR E-MAIL TO info@blueagaveswgrill.com

Thank you for choosing Blue Agave.