



Baci Ristorante & Heart of Oak Pub Private Party Agreement/ Contract 2023

- 1. CONTRACT and DEPOSIT:** A signed Private Dining Contract and a two hundred dollar **(\$250.00) nonrefundable deposit are required** to guarantee the room. Please note that the \$250 deposit will be used as a credit to the bill the night of the event.
- 2. ROOM CHARGE:** The room rental is \$200 for Friday & Saturday. The two hundred dollar room charge will be added to the bill the night of the event. The room charge is waived Sunday – Thursday.
- 3. CANCELLATIONS:** For all cancellations of events, the deposit is forfeited indefinitely.
- 4. MENU SELECTION:** For all functions, Baci must have your selected menu seven (10) days prior to the function date. Baci Ristorante & Heart of Oak Pub reserves the right to substitute an entrée of equal or greater value at the client's expense if the guest number increases. Baci Ristorante & Heart of Oak Pub will charge for the guaranteed number of guests, or the total number served, whichever is greater. Our private dining menu offers pre-set dining options from which you can choose the designated number of items from each course. Prices reflect a group discount since there is a savings in labor. If you are deviating from the pre-set menu by picking more items from any category, a surcharge of a minimum 10% will be adjusted to the per person price. If you offer more than two entrées an exact count of each item is required seven (10) days prior to your event.

5. GUEST GUARANTEE: Baci Ristorante & Heart of Oak Pub will consider this number the guarantee, and it will not be subject to reduction. If no guaranteed number is received within five days prior to function date, Baci Ristorante & Heart of Oak Pub will consider the original expected guest number on page three of this contract as the final guest count.

6. PRICING: The prices quoted herein for any function which takes place within ninety days after the date of execution of this contract are firm. The prices for any function taking place more than ninety (90) days after the date of execution of this contract are subject to change without notice; however, Baci Ristorante & Heart of Oak Pub guarantees that food and beverage price increases that impact already signed contracts will not exceed 10%. Our Private Dining Client must confirm menu prices with our manager one week in advance of their planned event.

7. FOOD AND BEVERAGE: All Food and Beverages must be purchased and prepared through Lucrezia® Ristorante. The only exception is wedding or birthday cakes, nuts or mints. No other carry-ins are allowed. If a cake is being brought to our Private Dining Center, there is a \$1.50 per person fee for cake cutting and plating. All food and beverage must be consumed on the premises. Leftover Baci Ristorante & Heart of Oak Pub food from no shows can not be boxed and taken home. Absolutely **NO ALCOHOLIC BEVERAGES** may be brought onto the premises, as this is a **VIOLATION OF THE PA Liquor Control Board**.

8. BARTENDER FEES: All groups of 20 or more requesting full liquor service upstairs that do not buy a bar package, will require a private bartender. A \$75.00 bartender fee will be added to all groups whose bar sales do not meet a minimum \$350.00.

9. FINAL PAYMENT: Private Dining Client agrees to pay the current menu price as quoted by manager one week in advance. Final payment for the function must be made at the completion of the function. Payment can be made by cash, certified check, debit or credit card. We accept all major credit cards. Baci Ristorante & Heart of Oak Pub gift cards are **not accepted** as payment for private dining.

10. HOURS: All lunch events may use our Private Dining Center from 11:00 a.m. to 3:30 p.m. All evening dinner events scheduled on Sunday through Thursday may use the Private Dining Center from 5 p.m. until 10:00 p.m. All evening dinner events on Friday and Saturday may use the Private Dining Center from 5 p.m. until 11:00 p.m.

11. TAX AND GRATUITY: A 20% Service Fee and 6% PA sales tax are added to all Private Dining functions.

12. MEDIA: We welcome your screen projectors, video presentations, microphones, or P.A. systems to make your event more effective. We ask that you obtain management approval prior to the event. Please contact Oscar at oscar@oscarmikols.com.

13. ENTERTAINMENT: No loud entertainment of any kind will be permitted to be brought into Baci Ristorante & Heart of Oak Pub by the Client or his/her guests or invitees without prior written consent of Baci Ristorante & Heart of Oak Pub management. DJs and loud bands are not permitted. Solo acoustic performances may be requested.

14. QUALITY STANDARDS: Baci Ristorante & Heart of Oak Pub reserves the right to enforce its quality standards, concerning dress and decorum, at all functions. Baci Ristorante & Heart of Oak Pub reserves the right to refuse serving any person who in the judgment of its management is under the influence of alcohol or any controlled substances, or to request that such a person leave the premises. Baci Ristorante & Heart of Oak Pub reserves the right to ask for proper identification prior to serving any alcoholic beverages to any person requesting such service. Baci Ristorante & Heart of Oak Pub reserves the right to close the bar before the designated ending time should we deem it necessary.

15. DECORATIONS: Decorations must be approved by Baci Ristorante & Heart of Oak Pub management. All display exhibits and decorations must conform to fire and safety codes. The Client is responsible for taking down all approved decorations before leaving. Confetti is not permitted. If confetti is brought in, an additional \$150 clean up fee will be charged. If ice sculptures are brought in by the party, they are responsible for set-up and removing the ice sculpture and water associated with it at the end of the event, or a \$150 charge will be assessed.

16. PARKING: Parking is available in our lot and on Bogarts Tavern Rd. There is additional parking in the church parking lot across the street.

17. The client agrees to indemnify and hold harmless Baci Ristorante & Heart of Oak Pub, its agents or employees for any costs incurred, including attorney's fees, arising as a result of any injury to person or damage of property, or any other claim whatsoever resulting from client's use of the premises.

18. Baci Ristorante & Heart of Oak Pub is not responsible for damages to or the theft of parked automobiles or contents thereof during the scheduled event.

19. Baci Ristorante & Heart of Oak Pub is not responsible for any lost or stolen items.

20. The Client assumes responsibility for any damage that may occur on the premises: this includes any breakage of glasses and/or dishes, damage of walls, carpet, wood flooring, etc. Baci Ristorante & Heart of Oak Pub management reserves the right to assess a service charge for any damages and/or excessive clean-up beyond the expected normal range of a planned function.

21. The Client agrees to insure that the event scheduled and any persons in attendance will conduct no illegal activities.

22. Baci Ristorante & Heart of Oak Pub shall not be liable for non-performance of this contract when such nonperformance is attributable to labor troubles, disputes or strikes, accidents, government (Federal, State and Municipal) regulations of, or restrictions upon travel or transportation, non-availability of food, beverage or supplies, riots, national emergencies, acts of God or other causes whether enumerated herein or not, which are beyond the reasonable control of Baci Ristorante & Heart of Oak Pub preventing or interfering with the restaurants performance of its obligations under this contract.

PRIVATE DINING CONTRACT FORM & DEPOSIT TODAY'S DATE: _____
TYPE OF EVENT: _____ DATE OF EVENT: _____
ARRIVAL TIME: _____ GUEST COUNT ESTIMATE: _____
CLIENT/CONTACT PERSON: _____

PHONE NUMBER: _____ FAX NUMBER: _____
E-MAIL ADDRESS: _____ \$200 DEPOSIT REQUIRED PAYMENT
OPTIONS: CHECK CASH MasterCard Visa Discover CREDIT
CARD #: _____ SECURITY CODE: _____
NAME AS APPEARS ON CREDIT CARD: _____
EXP. DATE: _____

I hereby authorize Baci Ristorante & Heart of Oak Pub to debit the above credit card in the amount of two hundred dollars to be applied as security deposit for the above reservation.

SIGNATURE _____
DATE _____

This contract is made in the State of Pennsylvania and shall be construed and enforced in accordance with the laws of such State. This Private Dining Contract constitutes the entire agreement between parties and may not be modified or amended except by an instrument in writing signed by both the Client and Baci. "The undersigned acknowledges that he/she has read and understands the Private Dining Contract including this page and; the preceding two pages by signing and dating below the undersigned accepts this contract and agrees to comply with the same."

SIGNATURE _____
DATE _____

Please email this page to rbaci1@gmail.com at 215-794-7784 to secure your event.