



Private Event Contract

428 E 17th St., Costa Mesa, California 92627

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EVENT HOST INFORMATION

Client Name		Phone	
Event Name or Occasion		Email	

EVENT BOOKING DETAILS

DAY - DATE - TIME			
DAY - 00/00/24 - 00:00 (3hr AM Event/4hr PM Event)			
Event Space	El Patio Playa	Food/Bev MINIMUM	TBD
Estimated Guest Count	00 - 00ppl	Final Guarantee DUE 2 weeks prior	Deposit Amt DUE (20%) \$000

Terms & Conditions

(please read and confirm by signing the last page)

DEPOSITS, FINAL COUNT, PAYMENT AND CANCELLATIONS

The "Event Host" named on this contract is the responsible party for the Event Booking detailed above. Playa Mesa or the "Venue" will not hold the event date until a signed contract and deposit are received. The Host is given one hour prior to the start time listed for load-in and decorating. Breakdown will begin promptly at the end time listed and the Host is given 30 minutes after for teardown and load-out. The Host is responsible for removing all personal property and decor from the venue at the conclusion of the event.

A 20% deposit (calculated from the Food/Beverage Minimum listed above) is required to book all private events. Deposits are non-refundable.

The "Guaranteed Final Guest Count", final menu choices and the remaining balance as listed on the Event Estimate are DUE 2 weeks prior to the event date. At this point, you may not decrease your guest count. Additions will be considered on a case by case basis. All charges will be based on the Guaranteed Final Guest Count or the actual number of guests served the day of the event - whichever is larger. If the number of guests served on the day of the event is higher than the Guaranteed Final Guest Count, the additional charges (+ tax and gratuity) will be billed to the Event Host at the conclusion of the event.

Cash and credit cards (Visa, MasterCard, American Express, and Discover) are accepted forms of payment for all charges. Check payments must be approved by the accounting department. Returned checks will incur an added fee.

Events cancelled within 30 days of the event date forfeit all deposits and payments made toward the event. Events cancelled 31 days or more prior will be allowed to reschedule and the non-refundable deposit paid will be applied to the future date.

Terms & Conditions - Continued

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CAPACITY, EVENT MINIMUMS and SET-UP SERVICES

El Patio Playa - up to 40 seated, 50ppl cocktail style

For guest counts above 50ppl, the event becomes a Semi-Private event - full amenities but partial shared space

Please note: if there is a DJ or Live Band, capacities will change

The Event Booking is subject to a Food and Beverage Minimum or "Event Minimum" as detailed above. The Event Minimum is the required spend amount prior to adding tax and gratuity. The Event Minimum can be met with food, beverage or other Venue add-ons. Costs for Decor, Special Occasion Cakes or Live Entertainment do not apply to the Event Minimum.

The Private Event Food and Beverage Minimum includes:

- All non-alcohol refillable beverages (lemonade, iced tea, soda - juices not included, coffee upon request)
- Utensil roll-ups with linen napkin
- Complete buffet service (set-up and breakdown of chaffing dishes, platters, beverage station, etc. Tray Passed app service available for an additional fee)
- Assigned bartender & serve staff
- Use of AV & central sound system (microphone available)
- 1hr pre-event for decor & personal item set-up
- 30mins post-event for breakdown & clean-up

FOOD, BEVERAGE and TASTINGS

As stated above, final menu choices are DUE 2 weeks prior to the event date. All food and beverage (including alcohol) must be provided by the Venue.

A private menu tasting can be booked by the Host with the Event Manager. The tasting fee is \$100 for up to 4 guests and includes non-alcoholic beverages only. Tastings will include a fair selection of event offerings. Special requests or premium items may incur an additional charge

BUFFET SERVICE and FOOD SAFETY

The Venue will always prioritize health and food safety. In accordance with food safety guidelines, the buffet will remain on display and available for guests for up to 2 hours. After 2 hours, the quality of the food is not guaranteed and will be removed from the event. The Event Manager will work with the Host to schedule the ideal timing of the buffet to accommodate guests. All-You-Can-Eat buffet options must be consumed on the premises. The Host and their guests will not be permitted to take food "to-go" from the buffet.

SPECIAL OCCASION CAKES/DESSERTS

Special Occasion Cakes or desserts provided by an outside vendor are permitted. A cake cutting fee of \$2.00/per person will be added to the Event Estimate or charged the day of the event (+ tax and gratuity). The fee covers Venue staff cutting, plating and serving the cake for guests. The Host may cut, plate and serve the cake themselves for no additional charge.

For instances where a third-party bakery (outside vendor) is providing any Special Occasion Cakes or desserts, selection, purchase, payment and timely delivery are the sole responsibility of the Host. The Venue will gladly accommodate presentation/service options stated above but will not be responsible for payment, delivery or quality of any third-party provisions.

BAR SERVICE and LIQUOR LIABILITY

All beverages must be purchased through the Venue and consumed on the premises. The Host may choose a HOST or NO HOST BAR and may indicate a "MAX SPEND" amount at their discretion. Once the tab is approaching the indicated "MAX SPEND" amount, the Venue staff or Event Manager will notify the Host. All drinks will be rung into the system at cost based on consumption. We do not offer a per person, per hour bar option. All HOST bar services are subject to tax and gratuity.

The Venue is required to remain in compliance with local, state and/or federal law with regard to alcohol service - even if it is a private event. All guests consuming alcohol on premises must be 21 years of age or older and have valid photo identification ready to present to Venue staff at any time upon request. Should any underage guests be found to be consuming alcohol or should anyone 21 or over be found providing alcohol to a minor, the Venue, its Staff, Management and/or Event Manager reserve the right to remove any guests from the premises who are not in compliance. Guests under 21 years of age are permitted on premises until 10pm. After 10pm, only guests 21 years of age or older will be permitted.

The Venue, its Staff, Management and/or Event Manager reserve the right to refuse alcohol to anyone who appears overly intoxicated and reserve the right to remove guests from the premises should they become verbally or physically disruptive. Inappropriate behavior of any kind will not be tolerated.

AUDIO/VISUAL AMENITIES and PRESENTATIONS

The Event Host will have access to TVs, a central sound system and a wireless microphone for all Private Events on El Patio Playa. The Host has the option to bring their own device to connect music to our central sound system or a laptop to display video or slideshow presentations. All devices must have a traditional headphone jack or AUX adapter. Any A/V presentations must be tested at least 1 week prior to the event to ensure all equipment is compatible. Any untested presentations or devices will not be permitted.

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EVENT DECORATIONS and FAVORS

Any decor must be affixed with ties, wire, fishing line or painters tape ONLY. Anything causing permanent damage (such as duct tape, nails, screws or staples) are not permitted. All decor, including adhesives, must be removed by the Host at the conclusion of the event. Confetti, glitter and/or sparklers are not allowed on premises. Should the Host or any guest not adhere to these guidelines, a \$200 cleaning fee will be applied to the final bill (+ tax and gratuity).

Party favors with alcohol are NOT PERMITTED and will be confiscated by the Venue. Confiscated items will be returned to the Host at the conclusion of the event.

Absolutely no outside food or alcohol is permitted (with the exception of the Special Occasion Cakes and desserts mentioned above)

No open flames are allowed with the exception of contained food service flame (ie. sterno). Battery powered candles are permitted.

SOCIAL MEDIA RELEASE

The Event Manager and/or Venue staff may take photos or videos during your event for marketing purposes (including but not limited to social media, etc.) It is the responsibility of the Host to communicate with the Event Manager prior if you do not want photos or videos taken or shared. The Host and guests are encouraged to share and post photos and videos on social media and may tag @PlayaMesa in their posts.

PERSONAL PROPERTY

The Venue is not responsible for any personal property of the Host or event guests before, during or after the Event Booking. The Host acknowledges that should the Host and/or event guests choose to stay on premises after the conclusion of the event, that all personal property must be removed from the event space no later than 30 minutes after the indicated event end time. The Venue will not store or hold any personal property and the Venue is not responsible for any items that are lost, stolen or left behind.

LIABILITY and DAMAGE

The Host is liable and financially responsible for any personal injury, property damage and/or equipment damage that may occur at the Venue during their Event Booking due to the willful and negligent actions or conduct of the Host and/or their event guests. Any costs incurred for repair or replacement due to negligent actions or conduct will be the sole responsibility of the Host.

UNLAWFUL ACTIVITIES

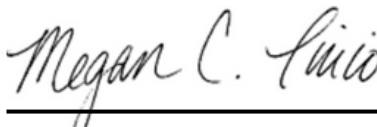
The Host and their guests agree to comply with all the laws of the United States of America, the State of California, all municipal ordinances and all lawful orders of the police and fire departments. The Host and their guests will not do anything on the Venue's premises that is in violation of any laws, ordinances, rules or other expressed orders.

Any guest to be found in possession or under the influence of illegal substances will be immediately escorted off the premises. Any illegal substance and/or paraphernalia found will be confiscated and submitted to the local police.

Should any unlawful activities occur with the Host and/or their event guests while on the Venue's premises, before, during or after the Event Booking, the event will be cancelled and the Host forfeits any refund or compensation from the Venue.



By signing this agreement, the Host named below, and on the first page of this contract, agrees to all the Terms and Conditions stated within and confirms to have received a copy of the Playa Mesa Event Reservation Policies as outlined in this agreement.

EVENT HOST NAME (PRINT) _____	EVENT MGR NAME (PRINT) Megan Tinio _____
EVENT HOST SIGNATURE _____	EVENT MGR SIGNATURE  _____
DATE 08/30/24 _____	DATE 08/30/24 _____