



GUILDHOUSE

420 S 1st St, San Jose, CA 95113

Event Contract

Event:

Date: 07.09.2022

Event Time: 6pm-11pm

Rental Time: 3pm-1am

Room Rental: Great Hall

Event Type: Wedding Reception

Guests: 175

GTD Guests: 150

Contact:

Account:

Email:

Phone:

Address:

Event Planner:

Phone/Email:

Subtotal Minimum Purchase:

Food

Qty.		Price	Total
	FOOD DROP OFF		

Beverage

Qty.		Price	Total
175	PRE PURCHASE BAR TAB - \$7,500	\$7,500	\$7,500
	CASH BAR AFTER TAB REACHED		

Other Items

Qty.	Price	Total
5 Hours	\$174	\$870
6 STAFF MEMBERS @ \$29 PER SERVER (\$174 PER HOUR) FOR 5 HOURS -Required: ~4 staff for first 50 guests, then 1 more staff per 50 guests		
2	INCL	\$0
CONSOLE STATIONS		
1	INCL	\$0
BASIC AV		
1	INCL	\$0
FURNITURE		

Estimated Billing

Food		Total
Beverage		\$0
Labor		\$7,500
Additional Services		\$870
Venue Rental Fee		\$0
Subtotal		\$10,150
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Service 22.0%		\$4,074
State Sales Tax - F&B Only	9.375%	\$731
Grand Total		\$23,325
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Estimated Amount Due		\$23,325



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Terms and Conditions

1. Deposits

This signed contract and deposit of \$11,662 will reserve Guildhouse on JULY 9,2022.

Final payment is due JULY 2,2022.

Late payments will be charged \$150.00 per day.

2. Payment

Cashier's Checks, Personal Checks and Credit Cards payments should be made payable to Guildhouse. Credit card payments are subject to 3% processing fee. ACH and wire transfer are also accepted by request. Payments are non-refundable including the deposit of \$11,662.

3. Cancellation Policy

In the event the Client cancels a contracted Event for any reason, Guildhouse will retain the non refundable deposit.

In addition, the venue will be entitled to a cancellation fee as follows:

Less than 90 days prior to the Function - 25% of the estimated cost of the Function

Less than 45 days prior to the Function - 50% of the estimated cost of the Function

Estimated cost includes Food, Beverage and Venue Rental Fee.

4. Date Change

Once contracted, an event date can be moved only once to an alternative available date.

The client agrees to incur a \$500.00 rebooking fee.

Clients requesting a contracted date change will not be given priority over an existing tentative hold.

5. Final Details

The final details and final guest counts are due JUNE 25,2022, by 5:00PM.

You may add guests up to JUNE 25,2022, but you may NOT decrease your guest count after JUNE 9,2022. A reduced guest count cannot reflect more than 10% of the initial guest count given on the originally signed Event Order. Guildhouse will only place seating for a confirmed guest count.

Any outstanding amounts and any additional charges incurred on the day of the event, will be charged to the Client's authorized credit card.

In the case that the cost of the event held is less than the amounts deposited, Guildhouse shall issue the Client a check within 30 days of the event end for any difference of the total cost of the event held and the deposits made, less the non refundable deposit.

5. Room Rental

The room rental fee for this event is \$10,150 and includes the following:

Event space for up to 10 hours*

10 hours = 3 hours load in, 5 hours event, 2 hours load out.

Tables and seating for up to your guaranteed guest count and up to a maximum of 175 Guests.

A customized floor plan with up to 3 revisions. Further revisions will incur a revision fee.

*Additional hours may be purchased at the rate of \$750.00 per hour (plus tax and not including labor), up to 2am.

If client's vendors or guests are still at Guildhouse after the 2 hour breakdown period, the client agrees to incur a charge of \$500.00 for each 30-minute increment of unscheduled overtime.

The purchase of an alcoholic or non-alcoholic bar package is required in addition to the venue rental and subject to the beverage minimums.

6. Guildhouse Furniture

Guildhouse has a collection of lounge and office furniture available for event use, plus tables and chairs. If the client wishes to use any of these, the client must specify in advance which pieces, how many, and the seating arrangement in advance.

7. Planning Meetings

There will be 3 separate planning meetings with the Event Manager:

1. Initial Meeting
2. Details: Halfway to event date
3. Final Details: One week before event date

A day of Event Manager for the event will be on-site to assist in execution.

Cancellations for scheduled meetings with the Event Manager must be done 24 hours in advance.

8. Catering

Guildhouse **does not** have in-house catering. Should clients choose to use alternative outside catering, they are required to have a representative meet with the venue coordinator prior to securing services.

Guildhouse does not allow clients or caterers to bring in outside beverages of any kind (including favors/gifts/giveaways) unless previously arranged with Management and relative corkage fees have been applied.

Caterers must be made aware by the client that we have a 'prep-only' kitchen, and they must meet with Guildhouse prior to booking. Outside caterers will be responsible for removing ALL catering trash from Guildhouse within 2 hours of event end time.

Outside Caterers must provide Guildhouse with a certificate of liability and proof of workman's compensation liability insurance and must be insured for \$1,000,000.00, prior to serving at the venue. Failure to provide proof of insurance will disqualify a caterer from serving in the venue and any incurred costs as a result will not be the responsibility of Guildhouse. This does not apply for food being dropped off at the venue.

It is the responsibility of the client to relay all venue requirements to their selected caterer.

Any persons bringing in un-predetermined alcohol will be escorted from the premises.

The Front of House Manager has the right to shut down the event if guests are overly intoxicated or out of hand (IE: property damage, personal harm, endangerment of staff or guests, etc.) The term "out of hand" will be at the discretion of the Front of House Manager.

9. Overbearing

Guildhouse reserves the right to cancel your event if client or related parties (included but not limited to: bride, groom, mother, father, planner, etc.) are no longer working towards the same goal and begin to interrupt the planning process.

This refers to issues such as threats, demeaning, unreasonable or aggressive behavior towards Guildhouse staff or any vendors contracted through Guildhouse, unnecessary or unrealistic changes, unnecessary or excessive phone calls, and/or unrealistic requests.

Refunds on any payments made will follow the same structure as the Cancellation section.

10. Decor

Clients and their vendors must remove ALL items brought into Guildhouse within 2 hours of the event end time. This includes, but is not limited to: jars, bottles, votives, balloons, florals, centerpieces, posters, table numbers, step & repeat banners, ALL packaging and ALL decorative items. It is the responsibility of the Client to ensure their vendors are fully aware of this. Guildhouse is not responsible for any items left behind and items not claimed within 3 days will be disposed of. Client agrees to incur a \$500.00 disposal fee for any excessive trash left inside or outside of the Guildhouse building.

No glitter/confetti, hay, nails, thumbtacks, staples or damaging tape can be used anywhere within the Guildhouse venue. Client agrees to incur a \$500.00 clean up fee for any confetti or glitter found in the venue after the event.

Open flames are not allowed unless fully protected by a container.

11. Disposal Services

For an additional fee, Guildhouse will extend disposal services of items or packaging produced or used on premises, including outside catering trash, decor, packaging, etc. with the exception of potential hazardous waste items (i.e. paint, batteries, oils, etc.).

12. Damages

The client is responsible for the repair and/or replacement of the facilities to the extent the repair or replacement is the result of client (or its agent, contractor, employee, invitee, or subcontractor) negligence, misconduct, misuse, abuse, or breach of the terms and conditions of the agreement.

Client is responsible for the behavior of its guests. Guildhouse has the right to exclude or reject any and all objectionable persons from the premises without liability.

The client hereby releases Guildhouse from (and the venue shall not be responsible for) damages and claims of any kind, whether to person or to property arising during the use of the premises, except those caused by the acts of the venue or its representatives.

The client agrees to indemnify and hold harmless the venue from any and all claims of every kind, which may be asserted against the venue arising from the patron's use of the premises or arising during the use of the premises, except those caused by the acts of the venue or its representatives.

13. Impossibility

The performance of this agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party, including but not limited to, war, government regulations, natural disaster, civil disorder, or curtailment of transportation facilities to the extent that such circumstances makes it illegal or impossible to provide or use the venue's facilities.

The ability to terminate this agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical, but in no event longer than 10 days after learning of such basis.

14. Security

Guildhouse does not provide security.

Guildhouse shall not assume responsibility for security or any damage or loss of personal property or articles brought into the venue or for any item left unattended, or for damage which occurs in the venue's parking areas.

15. Tech Support

Guildhouse has a robust technology infrastructure for its day-to-day business, and is available for client's use. By default, Guildhouse will not provide detailed instruction on usage. Client vendors are expected to understand relevant products. For example, a DJ or band will have access to a sound system, mixing board, and cabling with the expectation they know-how to utilize that equipment. The same rule applies to media distribution, camera equipment, and food & beverage equipment. A tech assistant from Guildhouse's staff is available for hire at a rate of \$50/hr.

Complementary Equipment:

- Audio Equipment
- Media Distribution System
- Kitchen Equipment
- Bar Equipment
- Tables, Chairs, Lounge Furniture
- Glassware, Plates, Silverware, Shuffers
- Board Games
- Console Stations

Available for rental:

- 20' Lift: \$500
- 4k Camera & Production Equipment: \$1000 + deposit
- PCs: \$100 per station setup (PCs are in groups of 3)

16. Animals

We reserve the right to refuse the admittance of animals to Guildhouse, with the exception of service animals.

There is a nonrefundable deposit of \$500.00 required for all animals, excluding service animals, the client wishes to bring into Guildhouse. Guildhouse will require the client to sign a waiver to relieve the venue from any liability caused by animal related injuries. No animals, with the exception of service animals, will be permitted inside the facility until such waiver is signed. Client agrees to pay all charges for any animal-related damages.

17. The Parlor Exclusion

Buyout pricing does not include The Parlor, which acts as an auxiliary space for Guildhouse's day-to-day operations. The Parlor is not available for rent. During buyout events, best efforts will be made to separate The Parlor and the venue. This separation may consist of a removable physical barrier, multiple heavy sound-proof curtains, or something else entirely.

18. Licenses and Permits

Clients are expected to comply with all legal requirements related to their event. This includes Client's Vendors. For example, caterers must have a valid health permit, bartenders must wear non-slip shoes, and DJs must have the correct licenses to play copyrighted music. Client indemnifies Guildhouse from any violation or misrepresentation of licenses and permits by Client or Client's Vendors, and agrees to pay any fines or penalties related to these violations or misrepresentations.

I have read and agree to **ALL** lines on **ALL** pages of this contract.

I hereby certify, under penalty of perjury, that I am the Authorized Signer for the Company/Persons responsible for payment under this contract.

Client Signature

Printed Name:

Signed:



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