

The Cheesecake Factory

October 16, 2019

Palos Verdes Peninsula High School Girls Tennis
Julie Makrygiannis
310/897-2888

Dear Julie

Per your request, enclosed please find the revised Engagement Agreement and Credit Card Authorization for the Harbor View room for Tuesday, December 3, 2019 from 6:00pm-10:00pm. Please sign and return to us with a 50% deposit in the amount of \$1,317.00 by October 17, 2019, 2018 to secure the date and time. I have also enclosed a Credit Card Authorization form in the event you would like to pay by credit card. Please feel free to contact us if you should have any questions.

We look forward to working with you.

Sincerely,

Jackie Douglas

Special Event Manager
The Cheesecake Factory
Ph: 310/318-5538
Fax: 310/318-2380

The Cheesecake Factory

Engagement Agreement

You ("Client") engage [The Cheesecake Factory Restaurants, Inc.] [Grand Lux Cafe LLC] [Rock Sugar Incorporated] (the "Restaurant") located at [605 N. Harbor Drive, Redondo Beach, Ca 90277], for the "Event" described below, on the date and at the time specified below, and subject to all of the terms and conditions of this Engagement Agreement (which includes the attached Event Detail Addendum and Additional Terms and Conditions).

October 16, 2019

Palos Verdes Peninsula High School

Julie Makrygiannis

310/ 897-2888

makrygiannis@cox.net

Date: December 3, 2019

Day: Tuesday

Room: Harbor View

Time: 6:00pm-10:00pm

Girls Tennis Banquet

Minimum Guarantee: \$2,000.00 (reduced)

Minimum guarantee charge for private room

Deposits:

Initial Deposit:

\$1,317.00 (50% of Estimate of cost Guarantee plus service & tax)

By October 17, 2019

Final Payment: Due on day of Event by credit card, cash or cashier's check only, upon presentation of final bill.

Your Special Events Managers Are:

[Addie Arboleda and Jackie Douglas]

The Cheesecake Factory

Redondo Beach CA,

Phone# 310/318-5538

Fax# 310-318-2380

I agree to all terms and conditions of this Engagement Agreement, including the Event Detail Addendum and the Additional Terms and Conditions attached hereto and incorporated herein. My signature below confirms my agreement to pay all charges due and payable hereunder as and when due. I understand that this Engagement Agreement does not bind the Restaurant until executed below by its authorized representative.

Client's Signature:

Print Name:

Keith Butler

Date Signed:

10/16/19

Please retain one copy of this Engagement Agreement for your records.

This Engagement Agreement constitutes a binding agreement only if signed and delivered by Client within three (3) business days of the date first set forth above, together with payment of the Initial Deposit and any additional Deposits required above, and countersigned and delivered on behalf of the Restaurant by its authorized representative below.

Restaurant hereby accepts this Engagement Agreement. [The Cheesecake Factory Restaurants, Inc.-] Location [Grand Lux Cafe LLC-] Location [Rock Sugar Incorporated-Century City]

Authorized Representative:

Print Name:

Date Signed:

The Cheesecake Factory

Engagement Agreement Additional Terms and Conditions

We look forward to serving you ("Client") for your special Event. The following terms and conditions are an integral part of the Engagement Agreement. Please review these terms and conditions carefully. Our Catering Manager will be happy to answer any questions you may have.

DEPOSITS/PAYMENTS: An Initial Deposit, equal to 20% of the Minimum Guarantee set forth in the Engagement Agreement, is due when you confirm your booking by signing (on page 2 of the Engagement Agreement and page 3 of these Additional Terms and Conditions) and returning two (2) copies of the Engagement Agreement. (If we do not accept the Engagement Agreement by countersigning and returning one copy to you, the Initial Deposit and any additional Deposits paid by you will be refunded to you.) A Second Deposit equal to an additional 30% of the Minimum Guarantee is due not later than 60 days prior to the Event. If the Event is less than 60 days from confirmation of booking, both the Initial Deposit and the Second Deposit shall be due at the time of confirmed booking. The Final Deposit (equal to the balance of the Minimum Guarantee) is due not later than 30 days prior to the Event. If the Event is less than 30 days from confirmation of booking, a Deposit equal to the entire Minimum Guarantee shall be due at the time of confirmed booking. In addition, at least 30 days prior to the Event, a signed credit card slip must be furnished, to be held against any additional charges. Additional charges will be billed to your account in the amount that your actual costs for the Event exceed the total deposits previously made by you based upon the Minimum Guarantee, and are due and payable at the conclusion of your Event. All Deposits shall be paid in the form of cash, check or credit card, except that any Deposits or other charges payable at or within ten (10) days prior to the Event shall be paid only by cash, cashier's check or credit card. Failure to make timely payments in the full amount required may result in cancellation of your Event booking and forfeiture of all Deposits made by you, as described below.

MINIMUM AND FINAL ATTENDANCE, MINIMUM GUARANTEE: We must be notified of the final attendance (number of persons) at least five (5) days prior to the Event. The final attendance number must be at least the Minimum Attendance set forth in the Engagement Agreement and may not be reduced without a corresponding proportional increase in the price per person as stated in the Engagement Agreement. Reservation of private rooms, if available, may be subject to a minimum guest count, in which case the Minimum Attendance shall not be less than such guest count. If the final attendance exceeds the Minimum Attendance, payment for such additional guests must be made at the time such notice is given. If you do not provide a guest count that is greater than the Minimum Attendance at least 5 days prior to the Event, the Minimum Attendance in your Engagement Agreement will be deemed the "final attendance", and is not subject to reduction. Increases in guest count made within 5 days of the Event shall not exceed ten percent (10%) and shall also be subject to limits on room capacity. Billing will be based on the final attendance number, the actual number of guests present, or the Minimum Guarantee, whichever is greatest. Payment for extra guests will be at the full contract price, due and payable in the form of cash, money order or credit card before the meal and service set-up.

MENUS AND PRICING: We welcome the opportunity to create menus with your special tastes, themes, and style in mind. A minimum food and beverage charge per person may apply. All food and beverage prices are subject to increase due to market conditions. In some locations, a pre-arranged menu featuring several pre-selected dishes may be available for individual guest selection. If this option is available and selected, your Engagement Agreement will specify this option.

SALES TAX AND GRATUITY: Prices quoted in the Engagement Agreement may not include final, applicable local, state and federal sales tax. All applicable sales taxes will be added to your final billing in accordance with applicable laws. A mandatory service gratuity equal to twenty percent (20%) will be added to your total Event food and beverage cost.

FOOD AND BEVERAGE RESTRICTIONS: No food or beverage of any kind will be permitted to be brought into our facility from the outside by you or your guests unless prearranged with our Catering management. (Wedding Cake and Champagne Toasts approved for this event). A service charge may be added to your bill for preparation and service of any food and beverage brought onto our premises by you or your guests. Where permitted by applicable law, wine bottles brought onto the premises shall be subject to a corkage fee as set forth in the Event Detail Addendum. We reserve the right to limit the number of wine bottles brought onto the premises for your Event. All food and beverage must be consumed in the area in which it is served. Service of alcoholic beverages shall be subject to all applicable laws, permits, and the premises alcoholic beverage license, including without limitation, prohibition on service to minors and requests for age identification. All cakes brought onto the premises from outside are subject to a \$2.00 service fee per person. No additional charge will be assessed for service of pre-sliced cakes ordered from us for your Event.

DURATION OF EVENT: The start time and ending time of your Event is specified on your Engagement Agreement. All activities, music, exhibits and the like must cease and wrap up in order to conclude at the designated ending time for your Event, but in all cases at least 15 minutes prior to the ending time. If you, your attendees or vendors depart after the ending time, you will be responsible, reimburse and indemnify us for any and all loss, liability and damages we may incur as a result of your late departure, together with overtime charges of not less than \$500 per hour or any portion thereof after the ending time specified for your Event.

EVENT AREA ASSIGNMENTS AND SEATING: We reserve the right to assign rooms and function areas according to the anticipated number of guests and set up requirements. Diagrams will be furnished for assigned seating and special set-up on request, but we reserve the right to alter the set up before the Event based on the final number of guests and any relevant City code requirements.

CANCELLATION: All cancellations and requests for changes in dates, times, guest counts, and food and beverage items must be submitted in writing. If you fail to pay any deposit or to make any other payment in the full amount and at the time due, we may deem such failure to be a cancellation of your Event. If you cancel (or are deemed to have cancelled) the Event for any reason, then we shall have the right to keep and retain all monies deposited by you pursuant to the Engagement Agreement as liquidated damages. We reserve the right to cancel the Engagement Agreement prior to, during or after the signing of the Engagement Agreement in the event that any misrepresentation is made or erroneous information is given to us as to the type or nature of the Event, and upon any such cancellation we may retain the deposits made by you as described above. We reserve the right to refuse service and/or to exclude or eject any person who causes or gives the impression of planning to cause danger to persons or damage to property, without liability. If unforeseen circumstances arise such as acts of God, earthquakes, disruption of utilities, or other events that prohibit or interfere with our ability to accommodate your Event, then we will take reasonable steps to advise you, and if we are unable to reach agreement on a mutually acceptable alternate date, we will refund all monies held in deposit. Receipt of such refund is your sole and exclusive remedy in the event we are unable to accommodate your Event.

DECORATIONS/EXHIBITS/LIGHTING AND SOUND: All decorations and exhibits must be flame proof to meet the fire prevention regulations under applicable local codes and ordinances. There shall be no use of any open flame. The use of bubbles, confetti, rice or similar substances or items is prohibited and if used, will result in a minimum clean-up fee of \$500.00. Client is responsible for all special permits and licenses for outside entertainment. You may not affix anything to the walls, ceilings, floors, furniture, or fixtures with nails, tape, staples or any other substance unless approved in writing by our Catering management in advance. Any damage to property resulting from the installation, display, use, transportation or removal of any decorations, exhibits or other items shall be your responsibility, and the cost of repair or replacement will be billed to you. By execution of the Engagement Agreement, you authorize us to bill such amounts to your credit card. No signs may be posted without our Catering management's prior consent. Decorations and exhibits may be delivered only on the day of the Event. Arrangements as to the time and manner of delivery must be made, in advance, with our Catering management; unless such arrangements have been made, no decorations, exhibits or other items may be delivered prior to the starting time of the Event. All decorations, exhibits and other personal property must be removed at or prior to the conclusion of the Event and may not be stored at our premises over night. We are not responsible for loss, damage, or theft of any decorations, exhibits or other personal property delivered to the premises, either before or after the Event. Equipment, disc jockeys, and other Event vendors must use service elevators only, where available; in which event use of customer elevators shall be prohibited. Sound and lighting levels are to be controlled by us and are entirely at the discretion of our management.

SECURITY: We are not responsible for damage or loss of any merchandise or articles left in our premises prior to, during, or following the Event. Arrangements for security of exhibits, gifts, merchandise or articles set up for display should be made prior to the Event. Security services may be required, as deemed necessary by our Catering management, and all fees for security services shall be paid by the Client. If you require your own security for these or other reasons, then such security must be contracted by you directly with a reputable company approved by us in advance. In certain instances, you may be asked to provide insurance certificates for certain functions, at the discretion of our Catering management. If we require you to have security provided through us, there is a 4 hour minimum charge per guard provided; rates for the initial 4 hours and any additional hours are noted on the Event Detail Addendum. We reserve the right to refuse entry or service to any person who

Catering management believes poses a threat to security, is disruptive, or otherwise violates or presents a threat of violation of law or our policies. You are responsible for all losses, costs, damages, expenses and fees incurred by us in the event you or your employees, vendors, suppliers, or attendees cause any damage to property, injury to persons, or otherwise.

INDEMNIFICATION: You agree to be responsible for, indemnify and hold harmless Restaurant, its parent, subsidiary and affiliated companies, and their respective management, employees, agents and contractors, against all claims, losses, damages and expenses, including reasonable attorney's fees and costs ("Claims") arising out of or resulting from the Event and its associated activities by you and your employees, contractors, suppliers, vendors, guests and attendees, while using our premises and equipment, except to the extent that such Claims are due to our negligence.

EXPENSES OF ENFORCEMENT: In the event of any legal action or proceeding arising out of or in connection with the Engagement Agreement or the Event, the losing party in such action shall pay to the prevailing party all costs and expenses, including reasonable attorney's fees, in enforcing the Engagement Agreement or in collecting any sums due there under.

INTEREST ON LATE PAYMENTS: If any payment or sum due under the Engagement Agreement is not paid on the date specified for payment, or if no time is specified, within 10 days from billing, such amount will bear interest at the rate of 1.5% per month (18% APR), but in no event at a rate higher than that permitted by law, until such sum is paid in full.

APPLICABLE LAW/WAIVER: THE ENGAGEMENT AGREEMENT AND YOUR USE OF THE PREMISES SHALL BE INTERPRETED UNDER AND GOVERNED BY THE LAWS OF THE STATE IN WHICH THE EVENT PREMISES ARE LOCATED. NO WAIVER OF ANY TERM OR CONDITION OF THE ENGAGEMENT AGREEMENT SHALL BE ENFORCEABLE UNLESS SUCH WAIVER IS IN WRITING AND SIGNED BY THE PARTY AGAINST WHOM ENFORCEMENT IS SOUGHT.

I AGREE TO ALL TERMS AND CONDITIONS OF THE ENGAGEMENT AGREEMENT.

CLIENT'S SIGNATURE: _____

DATE: _____

APPROVED REPRESENTATIVE OF RESTAURANT:

SIGNATURE: _____

DATE: _____



Palos Verdes Peninsula High School Girls Tennis

I authorize The Cheesecake Factory to use the following credit card for the 50% Deposit of \$1,317.00 due for the Special Event scheduled for Tuesday, December 3, 2019 in the Harbor View room from 6:00pm - 10:00pm

Credit Card #: _____ Exp Date: _____


Cardholder's Signature: _____ Date: _____

Print Name: _____

Estimate : 10/7/19
 Contact: Julie
 Mgr: Jackie

Date of Interest
 December 3, 2019

Room: Harbor View
 Time: 6pm-9pm
 Invoice #:

Menu	Quantity	Unit Price	Totals				
<u>Appetizers</u>							
N/a			\$0.00				
<u>Menu</u>							
School pasta Buffet	79	\$19.95	\$1,576.05	* Estimation			
				* Coffee Iced Tea Hot Tea and Water included			
Closed							
Soda Station unlimited							
<u>Wine/Champagne</u>							
<u>Dessert</u>							
Fresh Strawberry & Tuxedo	6	\$64.95	\$389.70	* 72 full slices			
Extra Slices	7	\$5.50	\$38.50				
Food and Beverage			\$2,004.25	* reduced from \$2,500.00 Food and beverage Minimum			
20% Service Charge			\$400.85	Gratuities, Set up & tear down fees			
Subtotal			\$2,405.10	Linen's & Candles included			
Dance Floor		\$150.00	\$0.00	n/a		* Black Linen- Gold Napkins	
Total			\$2,405.10			6:00pm- Guest Arrival	
9.5% Sales Tax			\$228.48			6:30pm- Open Buffet	
Valet		\$4.50	\$0.00	* no		Awards- Presentation	
Total			\$2,633.58			8:00pm- Buffet Closes	
Deposit						Desserts are Displayed	
Deposit						9:00pm- Conclusion of event	
Balance Due			\$2,633.58	*\$1,317.00 is 50% deposit due			