



Historic Downtown Fullerton

111 N. Harbor Blvd, Fullerton, CA 92832 • (714) 871-8226 • Fax (714) 599-9910

Event Manager: Leanna Forcucci • Email: events@thematador.com

## Private Event Reservation Contract

<b>EVENT DATE</b>		<b>GUEST #</b>	
<b>HOST NAME</b>		<b>CELL #</b>	
<b>EMAIL</b>		<b>OTHER #</b>	
<b>ADDRESS</b>			
<b>CITY</b>		<b>ZIP</b>	92887
<b>EVENT TYPE</b>			

THE ABOVE-NAMED EVENT HOST HAS CHOSEN THE EVENT OPTION BELOW:

<b>ROOM</b>	<b>EVENT TIME</b>
<b>SET-UP DETAILS</b>	<b>MENU DETAILS</b>
<b>EVENT ADD ON CHARGES (Not Food and/or Alcohol)</b>	<b>EVENT PRICING QUOTE (Minimum Food and/or Alcohol)</b>
	<b>Food/Beverage Minimum + Tax &amp; Gratuity</b>

### Deposits, Balance Due and Cancellations

The event Host named above is the responsible party for the event booking detailed above. The above event date will not be held without a signed contract and deposit. The event Host is given one hour prior to event time start for decorating. Breakdown will begin promptly at the scheduled event end time and the Host has 30 minutes after the event end time to remove all personal property from the event space.

A 20% deposit is required to book all private events. Deposits are non-refundable.

The Guaranteed (Final) Guest Count, final menu choices and the event balance due is required no later than two weeks prior to the event date. If the Total Guests Served is higher than the Guaranteed Guest Count, the additional charges will be billed to the Host at the conclusion of the event based on the original per person charge(es).

Cash and credit cards (Visa, MasterCard, American Express, and Discover) are accepted forms of payment for all charges.

If the event is cancelled *prior to 30 days before* the event date, the non-refundable event deposit can be used for a future date. If the event is canceled *within the 30 days before* the event date, the deposit and payments made toward the event are forfeited in full and no credits or refunds will be issued.

### **Guest Count**

Confirmation of the final guest count must be received no less than 2 weeks before the event date. This count is known as your Guaranteed Guest Count. All charges will be based upon the final Guaranteed Guest Count, or the actual number of guests served the day of the event, whichever is larger.

### **Food and Beverage**

As stated above, menu choices must be confirmed at least 2 weeks prior to event date. All food and beverage, including alcohol, must be provided by Matador Cocina Y Cantina.

- A \$15 corkage fee per 750ml bottle will apply to bottled wine brought in by the Host.
- Special Occasion Cakes provided by an outside vendor are permitted. cake cutting fee of \$2.00 per person will be added.

In instances where a third-party bakery (outside vendor) is providing any Special Occasion Cakes, the selection, purchase, payment, and timely delivery of the cake(s) is the sole responsibility of the Host to prearrange with their third party. Matador Cocina Y Cantina will gladly accommodate presentation, dessert plates, and service only (included in the Cake Cutting Fee), and is not responsible for payment, delivery, or quality of third-party provisions.

### **Tastings**

A private menu tasting can be booked by the Host with the Event Manager. The tasting fee is \$100.00 for up to 4 people and includes non-alcohol beverages only.

### **Capacity, Event Minimums and Set-Up Services**

The Agave Room Capacity – 80 guests Seated (with buffet in main dining room for 70-80 guests) and 90 guests Cocktail  
The Patio Room Capacity – 65 guests Seated and 95 guests Cocktail

The event outlined on the first page of this contract is subject to the food and beverage Event Minimum indicated above. The Event Minimum amount is the total amount of food and beverage before adding Tax and Service Fee and does not include any décor or service additional charges.

The Private Event Contract includes the following Basic Setup:

- Tables with black or ivory linen and wood chairs set up by event staff
- Plates (China) and Silverware rolled in red linen napkin set at the buffet station by event staff
- Water Station with water goblets (can also include non-alcohol drink options if applicable) set by event staff
- All bar service glassware
- Use of AV Equipment in (Agave Room Only) - DJ serves can be booked for an additional fee

Hosts can add the Classic Setup for an additional charge of \$5.00 per person. The Classic Setup includes the following:

- Tables with black or ivory linen and wood chairs set up by event staff
- Place settings for each guest that include gold charger, black or ivory folded linen napkin, upgraded silverware, filled water goblet, and appetizer/dessert plate (upon request) set by event staff
- Plates (China) set at the buffet station or at each place setting set by event staff
- Water Station (can also include non-alcohol drink options if applicable) set by event staff
- All bar service glassware
- Use of AV Equipment in (Agave Room Only) - DJ serves can be booked for an additional fee

Additional Special Set-Up arrangements and event décor rentals can be made with the Event Manager and will be priced and booked on a per event basis.

## **Audio / Visual Presentations**

In the private Agave Room, the Host will have access to the 7 TVs for presentations and slideshows. The Host will also have the option to bring in their own device with a music playlist to hookup to our house sound system. All devices must have a traditional headphone jack. Any audio/visual presentations must be tested at least 1 week prior to the event to ensure all equipment will work properly. Untested presentations will not be permitted.

## **Bar Service**

All beverages must be purchased through Matador Cocina Y Cantina. The Host may choose a no-host bar or a host bar with an expenditure maximum for their bar package if desired. Once the maximum is reached, guests will be asked to start an individual tab. All bar services, including the host bar, are subject to 7.75% sales tax and 20% service charge. All bar beverage packages are based on consumption, not a per person or per hour rate.

Matador Cocina Y Cantina is required to serve alcoholic beverages in compliance with local, state, and/or federal law, even at privately reserved events. All Guests consuming alcohol on Matador Cocina Y Cantina premises must be 21 years of age or older and have in their possession a valid non-expired picture identification and present it for verification by Matador Cocina Y Cantina staff upon request. Matador Cocina Y Cantina has the right to remove from the premises any Guests under the age of 21 found to be consuming alcohol, or anyone providing alcohol to a minor. Guests under 21 years of age are permitted on the Matador Cocina Y Cantina premises until 10:00 p.m. After 10:00 p.m., all Guests must be 21 years of age or older.

Matador Cocina Y Cantina staff and management reserve the right to refuse alcohol to anyone who appears overly intoxicated. Matador Cocina Y Cantina has the right to remove from the premises, Guests who become verbally or physically disruptive.

## **Decorations and Favors**

Decorations must be affixed with ties or tape. Anything that would cause permanent damage to the walls or structure, such as nails and staples, are not permitted. All décor, including adhesives, must be removed by the Host at the conclusion of the event. Confetti, glitter, or sparklers are not permitted. If these guidelines are not followed, a cleanup fee of \$200.00 may be applied to the final bill.

**Party favors with alcohol are NOT allowed and will be confiscated by event staff until the end of the event. Absolutely no outside alcohol or food is allowed.**

## **Open Flame**

No open flame is allowed at all private events. Only battery powered candles are allowed.

## **DJ Services or other Music Entertainment**

The Host can include DJ services for their event. Only DJs contracted through Matador Cocina Y Cantina will be permitted to use the house equipment. Booking is subject to Matador DJ availability.

### **Wedding Package - \$1,100.00**

Matador DJ services include:

- One meeting with the contracted DJ
- Master of Ceremonies (MC) on the day of the event
- Up to 6 hours of event time
- Preset event lighting

### **Party Package - \$550.00**

Matador DJ services include:

- Up to 4 hours of event time
- Preset event lighting

Mariachis or other musicians not requiring electrical setup are permitted. The Host must notify the Event Manager if special entertainment has been booked. Matador Cocina Y Cantina assumes no liability for outside vendors brought in by the Host.

**Social Media**

The Event Manager and/or Matador Staff may take photos/videos during your event to share on social media. It is the responsibility of the Host to communicate to the Event Manager if she/he/they would prefer for photos/videos of their event to not be shared on social media. The Host and guests are encouraged to share their photos/videos of the event and to tag @matadorcantina and/or @agaveroom in their personal social media posts.

**Liability and Damage**

The Host is liable and financially responsible for personal injury, property damage, and/or equipment damage that may occur at Matador Cocina Y Cantina, caused by the willful negligent actions or conduct of the contracted party (Host) and/or their Guests. Any costs incurred for repair or replacement is the liability of the Host.

**Unlawful Activities**

The Host and their Guests will comply with all the laws of the United States of America and the State of California, all municipal ordinances and all lawful orders of police and fire departments and will not do anything on Matador Cocina Y Cantina premises in violation of any laws, ordinances, rules or orders.

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

If unlawful activities should occur on the premises, and the event is cancelled, there will be no refund of any kind from Matador Cocina Y Cantina to the Client.

**Personal Property**

Matador Cocina Y Cantina is not responsible for any personal property of the Host and event guests. The Host acknowledges that if the Host and/or event guests choose to remain on property after the event ending time, all personal property must be removed from the event space by the end of the allotted breakdown time. Matador Cocina Y Cantina will not store personal property for the Host and/or guests and is not responsible for any items left on Matador property.

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***The Host named below and on the first page of this contract agrees to all the terms and conditions above and confirms to have received a copy of the Matador Cocina Y Cantina Event Reservation Policies as outlined in this contract.***

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***Print Host Name***

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***Print Event Manager's Name***

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**Host Signature**

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**Date**

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**Event Manager's Signature**

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**Date**