

**CALIFORNIA PALMS RESTAURANT EVENT SERVICES AGREEMENT
THIS DOCUMENT CONSTITUTES A BINDING AGREEMENT BETWEEN THE
GROUP AND ANCHOR VENTURES d/b/a CALIFORNIA PALMS RESTAURANT,
UPON ACCEPTANCE BY RESTAURANT. PLEASE READ IT CAREFULLY.**

1. SERVICE CHARGE AND TAXES. All prices shown on the attached/following Banquet

Events Order are subject to all applicable state and local taxes, currently 7.75%, and an 18% service charge. A Banquet Events Order Form will be provided upon your event selections and is subject to the terms, conditions and provisions of this Agreement.

2. DEPOSITS AND PAYMENT. **A \$500.00 non-refundable, non-transferable, deposit**

and this signed agreement is required for California Palms to reserve the space and

schedule the Function. This deposit will be returned to the host no later than 24 hours after the close of the Function if no damage or other liabilities occur to The California Palms Restaurant facility, (including banquet parking area). 50% (fifty percent) of the estimated total Function cost is due 14 (fourteen) business days prior to Function date. Remainder of payment is due three (3) business days prior to Function date. Any incidental charges not covered by the prepayment, or deposit, must be paid by cash, business check, credit card or money order at the conclusion of the Function, unless other arrangements have been agreed to in writing by California Palms in advance. California Palms will accept the following credit cards:

Visa, MasterCard, American Express and Discover.

The credit card will be charged in accordance with the payment schedule requirements outlined in this Agreement. Any overpayment that is due to be refunded will be credited in the same manner as original payment was made or by check at the discretion of the California Palms Restaurant. In the event of damages to California Palms Restaurant's facility, a bid for repair from a local vendor shall be taken and repairs made. Guest will receive a copy of the invoice and the balance of their deposit from the repair will be returned after repairs are completed.

3. GUARANTEE. Estimated Function attendance, menu selections and all room set-up and special instructions are required no later than 14 (fourteen) business days prior to Function date. Final confirmations on above stated items are required no later than seventy-two (72) hours, (three (3) business days) in advance of function. Billing for function and room assignment and setup will be based on that number. If the Guarantee has not been received, the estimated number indicated above will be used as the Guarantee. California Palms may, in its sole discretion, set-up and prepare for up to 10% above the Guarantee number.

4. PRICES. Prices quoted in this Agreement and/or on the attached/following Banquet

Events Order Form are subject to proportionate increases to meet increased costs of supplies or operation at the time of the function, due to increases in cost of commodities, labor or taxes subsequent to the signing of this Agreement, and Group agrees to pay such increased prices. Alternatively, in its sole discretion, California Palms may make reasonable substitutions in menu items in the event of cost increases, and Group agrees to accept such substitutions.

5. CANCELLATION. If Function is cancelled by a Group no later than ninety (90) days prior to the scheduled Function date, the Group's deposits will be refunded, excluding 50% (fifty percent) of the \$500.00 initial deposit, which is non-refundable. If the Function is cancelled less than thirty (30) business days prior to Function date, no deposits shall be refunded. California Palms shall have the right to cancel the Function upon fifteen (15) business days advance written notice to Group. Upon cancellation, California Palms shall refund all deposits. If for any reason California Palms is unable to perform under this Agreement, the sole and exclusive remedy of Group shall be a return of any deposits paid.

6. FOOD. In order to best comply with Health code and insurance liabilities there is no Banquet food to-go.

7. TIME. Each function is granted the Banquet Space as follows: Breakfast – 3 Hours from start to finish. Lunch – 4 hours from start to finish. Dinner – 6 Hours from start to finish, not to exceed 12 midnight. Additional time is available based on a room rental of \$200 per hour for evening events and \$100 per hour for morning and afternoon events.

8. OUTDOOR FUNCTIONS. If Group schedules its Function outdoors, Group shall wholly accept the risk of inclement weather. California Palms retains the right, in its sole discretion, to cancel any outdoor event in the interest of the safety of California Palms' employees, guests, or equipment. If the Function is ultimately cancelled due to inclement weather, Group shall not be entitled to refunds; Group accepts full responsibility for payment in full to California Palms as outlined in provision 5 of this Agreement.

9. CALIFORNIA PALMS RESTRICTIONS/CONDUCT. California Palms is responsible for the administration of the sales and service of food and alcoholic beverages in accordance with federal, state and local health and alcohol codes. It is California Palms' policy, therefore, that no food or beverage be permitted into the restaurant premises. Alcoholic beverages will be served only to guests over 21 years of age. California Palms reserves the right to refuse the sale of alcoholic beverages to anyone at any time. Group acknowledges and understands that it is unlawful for any person under the age of 21 years of age to possess or consume alcoholic beverages. Group further acknowledges and understands that it is unlawful to aide,

assist or permit a person under the age of 21 to participate in such activities. Group acknowledges that it shall be responsible for preventing such unlawful activity at its Function or by persons attending its Function. Group further acknowledges that failure to do so shall be grounds for immediate termination of the Function. Group agrees to conduct the Function in an orderly manner in full compliance with applicable laws and regulations. Group assumes full responsibility for the conduct of all persons in attendance at the Function and for any damage done to any part of California Palms' premises caused by the Group or its officers, directors, employees, agents, contractors, members or guests. Group agrees that it shall conduct no sales activities at the Function. Further, Group agrees that it shall not engage in any sort of solicitation outside the Function area. Group, in order to induce California Palms to grant the limited license herein granted and otherwise enter into this Agreement, warrants and represents that the purpose for which any guest meeting or exhibition space is utilized will at all times be consistent with, and not in violation in any way of, any federal, state or local laws or ordinances, and that it will obtain any and all necessary governmental licenses, permits, registrations or approvals. Furthermore, Group will obtain any necessary copyright or intellectual property rights necessary or desirable to conduct the scheduled activity within guest meeting or exhibition space. In the event Group is found to be engaging in any activity which is in violation of any federal, state or local laws or ordinances, or it does not possess the necessary governmental licenses, permits, registrations or approvals, or is found to be engaging in any activity which is immoral, repugnant, offensive or inimical to the reputation of California Palms or the State of California, Group shall be deemed to be in breach of this Agreement. Upon said breach, California Palms shall have the right to immediately thereupon stop the Function in progress, terminate this Agreement, and obtain all contractual damages, including the retention of all amounts paid by Group. Should Group have any concern about whether its activity would be in violation of this clause, it may describe the activity, in writing, to California Palms Administrative Office prior to entering into this Agreement. Any violation of Local, State of California or Federal Law, during an event or California Palm's Restaurant property may result in immediate termination of the event without compensation to the group. Examples of violations that may constitute immediate termination of the event include, but are not limited to: underage consumption of alcohol, bringing alcohol into the event, violation of local noise ordinances, public nudity, theft, vandalism, assault, battery, weapons, aggressive or threatening behavior by group attendees, use of contraband.

10. SMOKING POLICY. Smoking is prohibited in all Event/Function areas except the outdoor function space.

11. PERSONAL PROPERTY/EXHIBITS. Any personal property brought onto the

California Palms premises by Group or any party contracted by or associated with Group, including Group's officers, directors, employees, agents, members or guests ("Group's Property") will be at the sole risk of Group. Group acknowledges that California Palms does not maintain insurance covering Group's Property and that it is the sole responsibility of Group to obtain business interruption and property damage and loss insurance covering any such losses. California Palms is not liable for the theft, loss, damage to or destruction of any of Group's Property, regardless of the cause, in the absence of gross neglect by California Palms employees. California Palms will not permit the affixing of anything to the walls, floor or ceiling with nails, staples, carpet tape or glues. All signs, banners, brochures, etc. must be approved in advance by California Palms. Any holes, tears, or discolorations caused by the mounting or hanging of signs or banners to any Function room walls, ceilings or floors are subject to damage charges. Please consult the California Palms Administrative Office for assistance in display of all materials. All displays and decorations must conform to applicable fire codes. The California Palms Administrative Office will be happy to make decorating recommendations and answer any questions you may have, however, group will be responsible for decorating needs. All tables seat eight guests and decorations must not inhibit the proper service of food and beverages. Group will be allowed access to function site no later than two hours prior to guest arrival time to decorate or set up exhibits. Earlier times for decorating/set up may be arranged in advance depending on site availability. Group is responsible for the arrangements and all expense of shipping materials, exhibits or any other Function items to and from California Palms. California Palms Administrative Office must be notified in advance of shipping arrangements so as to ensure proper acceptance of these items upon arrival at California Palms. California Palms will not be responsible for decorations or articles left in any room.

12. ENTERTAINMENT. Group may, at its sole cost and responsibility, hire entertainment to perform during Group's Function at California Palms. Group must receive California Palms' permission, in writing, prior to contracting for such outside entertainment. **There will be a \$75 entertainment charge to offset ASCAP and BMI license expense.** Acts, performers and all other personnel associated with outside entertainment contracted for by Group shall be considered part of the Group and shall be bound by the terms and conditions of this Agreement. If Group hires, or has a volunteer vendor provide, a service, Group shall be responsible for any damages/lawsuits/injuries and general liability of the Group and all services contracted/utilized by the Group that were not provided by California Palms. California Palms may recommend service providers to Groups. Group accepts that recommended vendors are also Group's responsibility for general liability insurance. California Palms reserves the right to control volume level of any such entertainment. No entertainment may violate California Alcohol Type 47 Liquor

License codes, Federal, State or Local codes. Please inquire if you have any questions.

13. SECURITY. In order to maintain adequate security measures in conformance with the size and nature of the Function, California Palms shall have the right, in its sole judgment, to require a Group to provide security personnel for the Function, at Group's sole cost and expense. All such security personnel shall be supplied by a reputable, licensed guard or security agency, or by California Palms, which agency shall be subject to the prior approval of California Palms. Security personnel provided by Group shall not carry weapons and shall coordinate their coverage with California Palms management, and will concern themselves only with access to the space in which the Function is to be held and shall restrict their presence to that area.

14. HOLD HARMLESS. To the extent permitted by law, Group hereby agrees to protect, indemnify, defend and hold harmless California Palms, its Manager and Manager's parent, subsidiary and affiliated companies and the officers, directors, employees and agents of California Palms and Manager against any and all claims, losses or damages to persons or property, government charges or fines, and costs (including reasonable attorneys' fees) arising out of or connected with the Function including, but not limited to, the installation, removal, maintenance, occupancy or use of California Palms' premises, or a part thereof by Group, except those claims arising out of the sole gross negligence or willful misconduct of California Palms.

15. GOVERNING LAW. This Agreement shall be subject to, construed and enforced according to California State law.

16. DISPUTE RESOLUTION. Parties agree that any dispute arising from or related to this Agreement shall be submitted to binding arbitration and be conducted in accordance with the commercial Rules of the American Arbitration Association.

17. FORCE MAJEURE. In the event that the Function or Functions contemplated by this Agreement are prevented or canceled because of any of the following: an act of God; an inevitable accident; fire; blackout; strike or other labor dispute; riot; or civil commotion; act of public enemy; enactment, rule, order or act of government or governmental instrumentality (whether federal, state, local, or foreign) or as an indirect result of the foregoing; failure of technical facilities; failure or delay of transportation facilities; unavoidable lack of materials, labor or facilities necessary for the production of the contemplated performances; or other causes of a similar or different nature beyond the control of the Parties, this Agreement may be terminated

by written notice from one party to the other, and no cancellation charges shall be imposed upon either Party.

18. MISCELLANEOUS. This Agreement, along with any letters or addenda, constitutes an integrated agreement of both parties and may not be assigned by either party. California Palms reserves the right to cancel for unsuitable or immoral conduct or content by the Group and/or any of Group's exhibitors, guests or invitees. Group must comply with all food health code and alcoholic beverage license laws and regulations. In the event California Palms uses an attorney, collection agency, or other lawful method to collect any amounts due California Palms under this Agreement, Group agrees to pay all expenses of collection, including reasonable attorneys' fees and costs.

19. IN EFFECT. THIS AGREEMENT IS NOT BINDING UNTIL ACCEPTED BY AN AUTHORIZED EMPLOYEE OF THE CALIFORNIA PALMS RESTAURANT.

California Palms Restaurant
2524 East Florida Ave. Hemet, CA 92544 951.925.0591 951.925.0593 Fax
www.CaliforniaPalms.com Email: CaliforniaPalms@dslextrreme.com

This page must be signed and returned with deposit in order to proceed with event booking. By signing this document, both parties acknowledge and agree to the terms, conditions & policies set forth by the governing officers of Anchor Ventures and The California Palms Restaurant.

FUNCTION(S): _____

GROUP NAME: _____

GROUP CONTACT: _____ **ESTIMATED ATTENDANCE** _____

BILLING ADDRESS: _____ **PHONE:** _____

CITY/STATE: _____
ZIP: _____ **FAX:** _____

FUNCTION DESCRIPTION: _____

Group:
VENTURES d/b/a
PALMS RESTAURANT

Anchor Ventures:
ANCHOR
CALIFORNIA

By: _____

(Print Name)

By: _____

(Print Name)

(Signature)

(Signature)

Title: _____

Title: _____

Date: _____
Date: _____

California Palms Restaurant
2524 East Florida Ave. Hemet, CA 92544 951.925.0591 951.925.0593 Fax
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GROUP NAME: _____

GROUP CONTACT: _____ **ESTIMATED**
ATTENDANCE _____

BILLING
ADDRESS: _____ **PHONE:** _____

CITY/STATE: _____
ZIP: _____ **FAX:** _____

FUNCTION
DESCRIPTION: _____

Group:
VENTURES d/b/a
PALMS RESTAURANT

Anchor Ventures:
ANCHOR
CALIFORNIA

By: _____

(Print Name)

By:

(Print Name)

(Signature)

(Signature)

Title: _____

Title:

Date: _____
Date: _____

www.CaliforniaPalms.com Email: CaliforniaPalms@dslexreme.com