

Terms & Agreements

<u>Guarantees:</u> We require a guaranteed minimum number of guests attending the event 7 days prior to your event. For any option that is priced per person, the amount charged will be based on the guaranteed number of guests or the actual number of guests, whichever is greater.

Security Deposit: We do not require a security deposit. We require a credit card number on file to hold any of our spaces.

<u>Reserving a Space:</u> We require a credit card number on file to hold any of our spaces. You can always use a different credit card number than the one placed on file.

<u>Contracts:</u> DNG requires all contracts to be finalized along with the minimum headcount 7 days prior to the event. This includes but is not limited to food, beverage, bar choices, and all rentals of linen, A/V, marquee, etc. Failure to provide ample notice may result in limited availability of food and bar choices.

<u>Buffet:</u> Per person pricing should not be confused with "all you can eat". We will be happy to discuss the size of our portions on request. The buffet is replenished for 2 hours.

Platters are a finite food option and most items are not easily replenished if any items run out. The event coordinator will work with you on estimating the quantities of food based on your party needs but cannot be guaranteed to last throughout event.

<u>Decorations</u>: DNG does not allow confetti or glitter in our facility. Tabletop decor, balloons and several other decorations are allowed. All decorations must be removed without leaving damages directly following the departure of the last guest, unless special arrangements have been made between the client(s) and the venue. \*Note – Any use of candles must be approved by the facility. All candles must be contained or enclosed in glass.

Cancellations: Customer hereby acknowledges that by reserving DNG event space in accordance with this Contract, Customer is preventing DNG from offering it to other parties for the date and time indicated. Considerable lead time is generally required for planning and organizing an event, making last minute or "Short-Notice Cancellations" very problematic to the venue. As such, Customer hereby further acknowledges that in all likelihood a Short-Notice Cancellation by Customer will not allow sufficient time for DNG to offer the space to other parties and get it re-booked for the date and time reserved for Customer's event. As a result, such a cancellation will result in lost revenue and unavoidable costs to DNG that are directly attributable to the short notice of the cancellation. For these reasons, by executing this Contract Customer expressly agrees to the following cancellation policy to compensate DNG for lost revenue and costs associated with a Short-Notice Cancellation by Customer, regardless of the reason for the cancellation: Should Customer cancel the event within 72 hours of the scheduled date and time, Customer agrees to pay DNG a Short-Notice Cancellation Fee of seventy-five percent (75%) of the Estimated Total Cost of the event. Should Customer cancel the event within twenty-one (21) days, but more than 72 hours prior to the scheduled event date and time, Customer agrees to pay DNG fifty percent (50%) of the Estimated Total Cost for the event. All Cancellation Fees become due and payable immediately upon notice of the cancellation. If Customer has a credit card on file with DNG to pay for the event, Customer hereby authorizes DNG to charge any Cancellation Fee in accordance with this Contract to Customer's credit card. If no card is on file, DNG will issue and invoice to Customer for the Cancellation Fee which shall be due and payable upon receipt. Notwithstanding the above, should Customer have to cancel this event on short notice, DNG will use every reasonable effort to book another Replacement Event for the space on the date and time given in this Contract. Should DNG be successful in re-booking the space, following completion of the Replacement Event DNG will issue a Cancellation Fee Refund to Customer equal to the amount of revenue generated by the Replacement Event, up to a maximum of 100% of the Cancellation Fee. THERE ARE NO EXCEPTIONS TO THIS CANCELLATION POLICY.

<u>Billing:</u> All billing is due directly following the event. We do not typically accept pre-payments for events, however, down payments can be discussed with event coordinator.

<u>Payment Type:</u> DNG does not accept personal checks as payment for the event. Accepted payment methods include credit card, cash and business checks.

<u>Food and Beverage Minimums:</u> All pricing is dependent on the time of year, date of event, time of event, number of people, and degree of set up required.

If you are unable to guarantee a certain food and beverage minimum, unfortunately we cannot guarantee a private space. If the space you were interested in happens to be available the night of your event, we may be able to accommodate you in it if you are willing to take that chance. Please note the restaurant reserves the right to decide on space utilization.

Room Rental Fees: 10% of the Food and Beverage minimum.

<u>Space Utilization:</u> All private rooms and spaces are a preference and therefore not guaranteed, DNG reserves the right to change rooms based on all events and circumstances for the night.

<u>Guest Belongings:</u> DNG and the event staff will not be held responsible by the event host or guests of any belongings that are lost, damaged, or left behind. All belongings should be picked up within 24 hours of the time of the event.

<u>Damages:</u> The event host is responsible to pay for and/or repair any damages made to the facility from the start of set up through the end of clean up.

<u>Special Services:</u> Our events team will gladly assist you in any special requests for your event. Please prearrange any special requests with event coordinator.

<u>Outside Food & Caterers:</u> DNG private events do not allow the use of any outside catering, except for cakes and desserts with prior approval.

<u>Beer, Wine, and Liquor:</u> Please let us know of any beer, wine, or liquor preferences at least 14 days prior to the event to make sure we can accommodate your request and have enough product in stock. We allow outside wine and champagne to be brought in by client(s) and will need approval at least 14 days prior to the event. There will be a \$10 corking fee applied to all approved bottles of wine/champagne that is brought in by client(s).

At any time, if the event staff suspects outside alcohol being consumed by any guests or they deem alcohol consumption to be excessive, the staff have the authority to close down all alcohol service and/or evicting inebriated guests from the premise. Customers who become loud, boisterous, or disorderly may not be allowed to remain on the premise. They may be removed from the premise for any behavior deemed unruly by the event staff.

Refunds: After payments have been made, refunds will not be given unless DNG management decides otherwise.

**Gratuity:** 18% of all food and beverage.

Service Charge: A 3% service charge will be included on all food, beverage and amenity charges.

Bartender Fee: Cash bar options require a \$50 bartender fee.

Estimated Tab: An estimated tab total will be determined prior to the event and agreed upon by both parties.

<u>Time of Events:</u> A start and end time will be agreed upon by the client(s) and event coordinator. It is manager on duty discretion whether additional time will be added to event rental based on event attendance and bar utilization. All events are always invited to continue the party upstairs in the main bar or patio.

<u>Audio/Visual:</u> It is required that client(s) check compatibility of their laptop with our system prior the event. In the event that the client(s) laptop, etc. does not function and DNG's personal laptop has to be utilized, a \$25 fee will be included to final bill.

Your event is as important to us as it is to you. Our goal is for you to be not only happy at the end of your event but also throughout the planning process. Please feel free to ask as many questions as possible so that we are 100% confident in the vision of your event.