

### 1. MENU SELECTION & EVENT DETAILS:

To ensure proper planning and execution, Jeff Ruby's Cincinnati asks that the menu selection and all details be finalized ten (10) days prior to your event.

### 2. CREDIT CARD AUTHORIZATION & AGREEMENT:

In order to confirm your reservation, the credit card authorization form of this Agreement must be completed. Please Approve the Proposal at the date listed on the Event Summary in order to confirm your registration.

### 3. CANCELLATION POLICY:

You hereby acknowledge that if you cancel your event for any reason:

Between 14 and 30 business day prior to the event date

\*Liquidated Damages = The credit card on file will be charged half of the food and beverage minimum.

Less than 14 business days prior to the event date

Total estimated charges based on original guest count or the food and beverage minimum whichever is greater.

In the event of your cancellation and Jeff Ruby's Cincinnati subsequent rebooking of the space, you agree that Jeff Ruby's Cincinnati retention of the deposit to cover its administrative expenses is fair and reasonable. In the event of your breach or threatened breach of this Agreement, Jeff Ruby's Cincinnati shall have the right, without any obligation to you, to re book the facilities on and for the date and time previously reserved for your event. You hereby authorize Jeff Ruby's Cincinnati to charge the above to your credit card and agree to pay such charges to your credit card company. All cancellations must be made in writing.

### 4. FOOD AND BEVERAGE MINIMUM:

The Food and Beverage Minimum listed above represents the minimum amount to be spent in combined food and beverage sales. This minimum does not include private dining charge, set up fees, audio visual or any other miscellaneous charges incurred.

### 5. GUARANTEED GUEST COUNT:

The final guest count is required by 12:00 noon three (3) business days prior to your event. You will be charged based upon the final guest count guarantee, actual attendance or food and beverage minimum, whichever is greater.

### 6. FINAL PAYMENT:

Final payment is due upon completion of the event. Jeff Ruby's Cincinnati accepts cash and credit cards. Personal checks are not accepted. Guest agrees that all Food and Beverage will be billed on one (1) check.

### 7. TAXES AND SERVICE CHARGE:

All food and beverage prices are subject to a private dining charge and sales tax, which

are subject to change. All charges, including food, beverage, audio visual and rental charges are subject to sales tax. In Ohio, service charges are taxable.

#### 8. DECORATIONS:

Where allowed, tabletop centerpieces or other personal decorations must meet local fire and health department codes, as well as any other governmental regulations. Nothing may be affixed to the walls of the restaurant. Please discuss any specific needs in advance with Jeff Ruby's Cincinnati.

#### 9. CONDITION OF AGREEMENT AND HOST RESPONSIBILITIES:

You agree to begin and end the event at the scheduled times. You agree to assume full responsibility for the conduct of your guests. You will be charged for any damages resulting from the actions of guests in attendance at your event.

#### 10. ALCOHOL AND MINORS:

Jeff Ruby's Cincinnati does not permit the serving of alcoholic beverages to anyone it determines in its sole discretion to be intoxicated or who is under the legal drinking age. You understand and agree to abide by this policy and applicable state laws. No beverages of any kind may be brought into the restaurant.

#### 12. FORCE MAJEURE:

This Agreement is contingent upon Jeff Ruby's Cincinnati ability to perform. If for any reason beyond its control, including but not limited to accident, act of terrorism or war, act of God, fire, flood or other emergency conditions, Jeff Ruby's Cincinnati is unable to perform its obligation under this Agreement, such non performance is excused and Jeff Ruby's Cincinnati may terminate the Agreement without further liability of any nature, upon return of your deposit, less any out of pocket costs expended on your behalf. In no event shall Jeff Ruby's Cincinnati be liable for consequential or punitive damages of any nature for any reason whatsoever.

#### 13. MISCELLANEOUS:

Should either party prevail in litigation to enforce the terms and conditions of this Agreement, such party shall be entitled to recover its costs of litigation and its reasonable attorney fees as fixed by the trial court and, if any appeal is taken from any decision of the trial court, such further sum as may be fixed by the appellate court. The parties hereby waive trial by jury in any action, proceeding, or counterclaim brought by either party against the other (except for personal injury or property damage) on any matters whatsoever arising out of or in any way connected with this Agreement. This Agreement is not assignable and any deposits or monies received on account are non refundable. This Agreement may not be altered or amended except in writing and signed by both parties.

By Approving this Proposal, you acknowledge that you have read and agree to all terms and conditions listed in the Event Policies and Event Summary.