

## Square Room Private Event Terms & Conditions

### For The University of Tennessee

**Contracts and Deposits:** A signed contract will be required to reserve your space.

**Café 4 Catering,** is the exclusive food & beverage provider for the SQUARE ROOM at 4 Market Square. No food or beverage of any kind will be permitted to be brought into the facility by the patron or patron's guests or invitees without prior written approval of the General Manager or Food & Beverage Director. Food items may not be taken off the premises; however, excess prepared food is donated under regulated conditions to agencies feeding the underprivileged at 4 MS Entertainment's sole discretion. **The Menu must be determined and the Food & Beverage Agreement must be signed and returned 72 hours or 3 business days prior to the date and time of the function (a business day is defined Monday-Friday by 12 noon).**

**Guarantees:** The Guaranteed number of attendance is required 72 hours or 3 business days prior to the date and time of the function (a business day is defined Monday-Friday by 12 noon). If the guarantee is not received as stated, the number specified on the contract will be your guarantee. The guarantee is not subject to reduction after the 72-hour deadline. Increases in attendance given after the final guarantee deadline may be subject to additional charges. The Catering Department will make every effort to service additional guests based upon availability of product and labor however; the Catering Department will not be responsible or liable for servicing these additional guests. The Catering Department will prepare food product for seated functions 5% over the guarantee to a maximum of 30 people. Additional seating will only be placed if needed.

**Square Room Rental Fees:** Weekday Evenings require a room rental fee of **\$250** for a two-hour event and **\$100** for every additional hour. *Weekdays* (all events M-F ending before 4pm) do not require a room rental fee *if* the minimum is reached in catering. There is also a mandatory fee for Janitorial Services of \$150. *All weekends require a rental fee of \$500.*

**Catering Minimums:** Once your room rental fee has been met, the SQUARE ROOM has minimum revenue requirements per reservation period, i.e. (Breakfast, lunch, dinner). The following minimums apply: Breakfast - \$150.00, Lunch - \$300.00 Evenings - \$1,000.00 + Room Rental, weekends \$2,000.00 + Room Rental on Friday or Saturday evenings. Saturday afternoons must meet the minimum of \$500 in catering. All food and non-alcoholic beverage purchases, *excluding* gratuity, apply toward the minimum for the room. Differences will be due if the minimum is not met in gross food and non-alcoholic beverage purchases (this excludes gratuity).

**Staffing:** 4MS Entertainment will provide appropriate staff for your event. As a full-service catering company, we hire experienced chefs, knowledgeable bartenders and professional servers. All staff is based on a 4 hour event time in formal dress. The guide below outlines the minimum staffing requirements for most events.

1 Catering Captain	@ each event
1 Server	@ 50 guests for a Buffet Menus
1 Server	@ 15 guests for Seated Menus
1 Bartender	@ 75 guests

Fees for Servers: \$25 per hour

Fees for Catering Captain: \$35 per hour

Fees for setting up the bar and providing bartenders are as follows: \$50 for the first hour and \$25 every hour thereafter.

**Additional Labor:** Catering personnel are scheduled in four-hour shifts for each event. These shifts include set-up, service and breakdown. Events requiring additional time for service will incur an overtime charge of \$25.00 per staff member per hour.

**Alcoholic Beverage Service:** The SQUARE ROOM offers a complete selection of beer and wine to compliment your function. The Tennessee Alcohol and Beverage Commission regulate alcohol and beverage service. As the licensee we are responsible for the administration of these regulations. Alcoholic beverages may not be brought onto the premises from outside sources without prior written consent of the General Manager or Food & Beverage Director. Any outside alcohol is subject to a \$1.25

per pour fee, payable to the venue. Mixers for liquor drinks will be provided pending prior notification.

In compliance with TABC regulations we reserve the right to ask patrons for proper identification for alcoholic beverage service, we reserve the right to refuse alcohol service to intoxicated or underage persons. Alcoholic beverages may not be removed from the premises.

**Menus:** Menus are available as guidelines to assist you in the selection of your food and beverage services. Please note that your catering sales manager welcomes the opportunity to customize menus and services to create specialty or thematic events.

**Gratuities:** An 18% service charge will be applied to all food, beverage and related services.

**Late Night Rates:** The Square Room has an end of night curfew of 12am. Events ending after midnight incur a \$250/hr charge.

**Holiday Business:** Due to the demand of catering services during the holiday season, our deposit and contract policy is modified. Your catering sales manager will discuss contract and deposit policies for the holiday season.

**Contracts:** To guarantee your space, the following contracts need to be executed:

- Terms & Conditions; and
- Food & Beverage Agreement must be signed 3 business days prior to event

All forms must be signed by both parties, with their stated terms and deposits fulfilled, which will then constitute the entire agreement between the client and 4MS Entertainment.

**Payment:** 4 MS will direct bill the University after the conclusion of the event. The University shall pay the invoice within 30 days of receipt of the invoice.

**Cancellation Policy:** Cancellation of executed Food & Beverage services must be made in writing no less than 60 days prior to the scheduled function. Cancellations received 60 days or more prior to the event will result in a 25% charge of the total estimated bill. Cancellations received 30-59 days prior to the event will result in a 50% charge of the total bill. Cancellations received less than 30 days prior to the event will result in a 100% charge of the total bill.

**Facility Services & Equipment:** Round table seating of ten will be provided unless otherwise specified. Seating diagrams with numbered tables are available upon request. Banquet prices include plastic dinnerware. Our formal dining package including China, Glasses, Silverware, Cloth Napkins and Tea Lights can be provided for an additional \$2.50 per person. As the Square Room is primarily a concert venue, it is equipped with all your audiovisual needs. This equipment as well as a Technical Director are available at an additional charge.

Black Tablecloths	\$15
Technical Director (full support on site)	\$350
Technical Set Up Fee	\$50

Your room rental includes the use of our tables & chairs. The list below denotes the items available at each event.

- 12 Large Round Banquet Tables (seat 8-10, require linens)
- 20 Small Round Tables (seat 4-5 and do not require linens)
- 5 Tall Cocktail Tables (no seating, require linens)

- 10-6 foot folding tables (seat 6-8, require linens)
- 10-8 foot folding tables (seat 8-10, require linens)
- 120 Gray Cushioned Chairs
- 150 Black Plastic Chairs

**Art & Decorations:** For an additional fee of \$10 per table, our staff will decorate the room using our standard, in-house decorations. House Décor consists of silver chargers, candles & glass centerpieces.

As per our mission statement, the Square Room plays host to a variety of local artists. Should you choose, the artwork can be removed & stored during your event for an Art Removal Fee of \$125.

**Illegal Immigrants:** In compliance with the requirements of Tenn. Code Ann. § 12-4-124, 4 MS hereby attests that it shall not knowingly utilize the services of an illegal immigrant in the United States in the performance of this Agreement and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of this Agreement.

**Tennessee Claims Commission:** Any liability of The University of Tennessee to 4 MS and third parties for any claims, damages, losses, or costs arising out of or related to acts performed by the University under this Agreement will be governed by the Tennessee Claims Commission Act, Tenn. Code Ann. §§ 9-8-301, et. seq.

**University's Maximum Financial Obligation:** The maximum amount that the University will pay for goods and/or services under this agreement is \$ \_\_\_\_\_.

The University's maximum financial obligation is based on the following:

Date(s) of Service:

- \$ \_\_\_\_\_ Room Rental
- \$ \_\_\_\_\_ Table dressing (\$ \_\_\_\_\_ /person x \_\_\_\_\_)
- \$ \_\_\_\_\_ [# of servers] for [# of hours] at \$ \_\_\_\_\_ /hour/server
- \$ \_\_\_\_\_ catering captain, [# of hours] @ \$ \_\_\_\_\_ /hour
- \$ \_\_\_\_\_ minimum food for catered [lunch or dinner] for [# of guests]

Agreed: \_\_\_\_\_ Date: \_\_\_\_\_

Client: The University of Tennessee

Agreed: \_\_\_\_\_ Date: \_\_\_\_\_

4 MS Entertainment Representative