



## **FACILITIES & EQUIPMENT RENTAL AGREEMENT**

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HOLD HARMLESS AGREEMENT:

Name of Individual/Organization:

\_\_\_\_\_ Agree to hold harmless Kitchen Kraves, LLC, its elected officials, owner(s), and other staff employees, any claims or demands. This is to include any losses, personal injury, bodily injury, death and/or property damage that occurs during the event/activity. The individual/organization using the facility is responsible for ensuring that the facility *is* returned in the same condition as when made available for use.

Name of individual/Organization: .....

Address: .....

Phone Number: .....

Purpose for Rental: .....

Date of Event: .....

Start and End Time: \_\_\_\_\_ Total Number of hours: \_\_\_\_\_

Anticipated Number of Attendees: \_\_\_\_\_

Signature: ..... Date: .....



The individual/organization further agrees to follow all rules and regulations as described in the Kitchen Kraves Rental Policies. By signing below, I acknowledge that I have read and received a copy of Kitchen Kraves Rental Policies and understand the policies. I understand that this contract is voided if payment is not received by the appointed time.

Total Fees: \_\_\_\_\_ Fees Received By: \_\_\_\_\_

Name of Responsible Party: \_\_\_\_\_

Signature of Responsible Party: \_\_\_\_\_ Date Signed: \_\_\_\_\_

Signature of Kitchen Kraves: \_\_\_\_\_ Date Signed: \_\_\_\_\_



## Kitchen Kraves Rental Policies

### Policies and Information

Thank you for choosing Kitchen Kraves for your event and we look forward to serving you! The information provided in this documentation is to ensure all parties fully understand the policies, procedures, and costs associated with an event.

### Room Charges and Availability

Kitchen Kraves is a restaurant, bar and lounge that can be rented and utilized for private events. Pricing is listed below based on a **3-hour time** frame. The cost is **\$50** for each additional hour when reserving the building for a day event. The cost is **\$75** for each additional hour when reserving an evening event. **Day events are defined as any event with an end time of 5pm or earlier and must start prior to 2pm.** Dinner pricing and menus are applied to any event that begins food service on or after 3pm. For lunch pricing to apply, food must be served by 2:45pm.

Fees are non-taxable and cover expenses not related to food and beverage, and apply to ALL scheduled events. Our pricing is the same regardless of the type of event or day of the week, which makes it easier for planning.

#### **Dinner/Evening Room Fees:**

#### **Lunch/Day Room Fees:**

The Entire Building: \$400 for 3 hours (min F&B of \$250)

The Entire Building: \$300 for 3 hours (min F&B of \$250)

*A \$30.00 per hour fee is required for a Kitchen Kraves employee to be available to assist with the event.*

We must have ALL meal selections prior to the event. Seated lunches/dinners will require that all entrees have the same side items for each meal and the **HOST** is responsible for place cards with the guest's name and entrée selection. \*\*\*

### Cancellation Policy

**The Building Fee** will be processed to the credit card submitted at the time of booking, or you can pay the room fee in cash upon booking the event. To avoid cancellation fees, you must cancel **30** days prior to the date of the event to receive a full refund (**except for WEDDINGS and SPECIAL HOLIDAYS outlined below**), unless otherwise noted by the Event Coordinator. This policy applies to weekday events as well.

**If the event is cancelled within 30 days of the event, the pricing structure is as follows:**

**29 days or less** Room Fee is **Non-refundable**

**2 – 6 Days** Billed for the Gratuity (see below) \*\*

**Within 24 Hours** Billed for the Entire Event (including food, beverages, taxes, and gratuity)

**EXCEPTIONS:** *Wedding Ceremony/Receptions must be canceled 60 days prior to the date of the event for a full deposit refund. Special Holidays, as defined below in the Special Holidays Section, must be canceled 90 days prior to the event date to receive a full deposit refund. If these types of events are cancelled within 14 days of the event date, you will be billed for the gratuity\*\*; if cancelled within 7 days of the event, you will be billed for the ENTIRE event (including food, beverages, taxes, gratuity, etc.) based on the estimate provided by the Event Coordinator.*



***\*\*Gratuity is based on the head count required/provided 7 days prior to the date of the event, or it will be based on the estimated head count if guarantee has not been provided.\*\****

### **Guarantees**

The **guaranteed** head count will be the *minimum* billed for the event. The guaranteed head count is due **7 days prior to weekday events OR Friday of the prior week** for events on Saturdays and Sundays (8-9 days from the event). Kitchen Kraves will be prepared for 5% above the guaranteed head count for food items. Any additional % above the guaranteed head count may have comparable items substituted based upon availability and additional fees may apply. (See Menu Availability). If guests cancel attendance within the 7-day window, you are still responsible for payment of those guests as the count cannot decrease within the allotted time frame. **If your head count increases within 4 days of the event, there will be an additional \$45 charge per every 10 guests.**

### **Food and Beverage**

Food and Beverage items are provided by the restaurant, Kitchen Kraves. Bringing in your own food and beverages is **NOT** permitted at Kitchen Kraves. The **ONLY** outside food allowed are specialty cakes, such as wedding cakes, groom's cakes, birthday cakes, and baby show cakes, cupcakes, and cookies. Other desserts not listed above may incur a dessert fee of \$1.50 per person and **MUST** be approved by the Event Coordinator. Kitchen Kraves is not responsible for any damage to third-party vendor cakes prior to, during, or post event. The third-party vendor must supply any boxes for host to remove cake and a display sign with the baker's name, if needed.

### **Alcohol**

**\*\*\* ABSOLUTELY NO OUTSIDE ALCOHOL IS ALLOWED ON THE PREMISES.\*\*\*** Any alcohol found will be confiscated and a **\$200** fee will be applied to the final bill. It is your responsibility as the Host to ensure your guests are aware of the rules and consequences. All private events are still subject to responsible vending by the staff of Kitchen Kraves. Alcohol can only be served to individuals 21 years of age and older with proper ID. Kitchen Kraves reserves the right not to serve any guest without proper identification. We reserve the right to not serve any guest, including, but not limited to, those which are clearly intoxicated or acting in a belligerent manner. Refusal of alcoholic beverage service is subject to decisions of the Event Coordinating Team and/or any management team member. Host will assume any liability of guests providing alcohol to intoxicated individuals or to underage individuals. These guests will be asked to leave the premises.

### **Payments and Deposits**

The remaining balance of the rental amount is due upon arrival for the event. (All payments are due at the time of the event). Additional charges (if any) for extended hours or additional services will be payable at the end of the event. It is the responsibility of the Host to remit payment (excluding cash bars, which are billed to the Guests as ordered at the time of the event). **We can, but prefer not to accept individual payments for meals from Guests during events. Event Hosts are responsible for collecting payment from all guests prior to the event and, as a result, all meals will be billed to the Host the day of the event.** Your count may **NOT** decrease 7 days prior to the date of the event, and you will be billed based on that guaranteed number you provided **or** the actual number of guests attending if the count exceeds the guaranteed amount. This means that if a guest cancels within 7 days of the event, you are still responsible for payment of said guest. Acceptable methods of payment are Cash, Visa, MasterCard, American Express, Discover, all US Currency. There is a **3% credit card processing fee** applied when credit cards are used for payments. Additional late fees will be applied if the balance is not paid in full within 30 days along with a police report for failure to pay for goods and services. **PAYMENTS ARE REQUIRED THE DAY OF THE EVENT.** Otherwise, legal action will follow.



### Menu Availability

All menu items are subject to availability. We can provide different options and pricing if you would prefer your guests to have more than one entrée selection. **Please discuss this with the Event Coordinator prior to 14 days from the event.**

We **HIGHLY** recommend you include your entrée selections (it is not necessary to include the side items) on your invitation to your guests so that our chef can prepare the meals according to guest's responses. When guests submit their RSVP, they can also note which entrée they would like to have during the event. This process will help alleviate any concerns about not having enough food. Kitchen Kraves will prepare food items based on your guaranteed guest count and menu selections with a 5% overage for buffets.

ALL our staff strive to provide the best possible service for you and your guests, and as a result, you may need to compromise menu items and options.

*\*\*\* If the Event Coordinator approves the seated meals for your Friday or Saturday evening event, ALL guests will be required to have the **same side items**, regardless of how it appears on the menu, unless otherwise approved. If a steak option is selected, **ALL steaks** will be prepared at the **same temperature**. Additionally, you **MUST** have guests **PRE-SELECT** their menu choices a week prior to the event if a seated meal is approved, and hosts are **REQUIRED** to provide **place cards** denoting which entree each guest has selected. \*\*\**

### Service Charge and Taxes

All events are subject to a 20% gratuity OR minimum Service Charge as outlined below on all food and beverages, in addition to 7% sales tax on food and beverages, and 3% local tax on liquor.

*Service Charge:* Kitchen Kraves uses a ratio of minimum of \$50 up to 12 - 15 guests or less based on the food and beverage package selected. The number of staff required for an event is decided by the Event Coordinator. Either a minimum gratuity/service charge of **\$50** is charged for up to 15 guests or less based on a **3-hour event or 20%** of the total food and beverage, **whichever is greater**.

For events scheduled with a **4-hour** time frame, the minimum gratuity/service charge is **\$70** per 12-15 guests or less or **20%**, **whichever is greater**, and for **5 hours**, the cost is **\$100**. Any event of **6 hours** will be subject to a minimum gratuity/service charge of **\$120** per 12-15 guests or less; **7-hour** events - **\$150** minimum gratuity/service charge; **8-hour** event - **\$200** minimum service charge.

**NOTE:** The service charge is only applied if the 20% gratuity of FINAL bill for food and beverage is less than our minimum server fee as stated above based on the scheduled time and number of guests per event. Again, the number of servers required for any event is determined by the Event Coordinating Team. The maximum number of servers will not exceed 8 per event. *(See Special Holidays section below for additional gratuity details)*

**Most events exceed the service charge minimum with the 20% gratuity. The Event Coordinator will advise if your event will be subject to the minimum service charge, and it will appear on your invoice as a flat fee for "Gratuity."**

### Special Holidays

A Food and Beverage Minimum of **\$300 (evening events)** will apply to any day the restaurant is **NOT OPEN or for Special Holidays to hold the reservation (see EXCEPTIONS below)**. When reserving the entire Building, the room fees and minimum F&B will apply as posted under *Room Charges* section. These Special Holidays are as follows, but not limited to, New Year's Eve, Super Bowl Sunday (for events after 3pm), Valentine's Day, Memorial Day, and Labor Day, in addition to other Monday events (outlined in the ROOM CHARGES section). If you cancel prior to 90 days from the date of the event, the deposit will be refunded; however, if you cancel within 90 days from the date of the event, the deposit



is **NON-REFUNDABLE**, and the cancellation structure listed in the “Cancellation Policy” section will be applied. **Additionally, there is a minimum server fee/gratuity for these Special Holidays of \$150 per 12-15 guests or less for a 3-hour time frame, \$200 for a 4-hours, \$260 for 5-hours, and \$300 for 6 hours if 20% of food & beverage does not exceed these totals.**

**EXCEPTIONS:** Christmas, Thanksgiving, New Year’s Day, and July 4<sup>th</sup> require a **\$500 F&B Minimum**.

### **Room Setup**

Room setups are discussed and confirmed with the Event Coordinator prior to your event. **AT NO POINT ARE GUESTS PERMITTED TO MOVE ANY FURNITURE.** Please do **NOT** drag couches, soft seating or other furniture across the floor. If there is a problem with the room setup or if you desire minor changes to the setup, please request help from our staff as they are happy to assist. *If major room changes are required after all details have been confirmed with the Event Coordinator, additional fees may apply.* We are here to ensure the details of your event are exactly what you expected prior to your arrival and those details are confirmed by email with the Event Coordinator. **It is your responsibility to make sure the details set forth by the Event Coordinator in the final Event Proposal line up with your expectations a week prior to the event.** *\*\*The emails will come from Kitchen Kraves and occasionally end up in your SPAM/JUNK folder so please check often or flag our emails accordingly or search for “Kitchen Kraves.* These will be addressed with your Event Coordinator prior to the date of the event as the tables would need to be ordered.

### **Decorations**

In order to maintain the ambiance Kitchen Kraves, you are **NOT** permitted to hang or stick items to the walls (including, but not limited to tape, tacks, or command strips). **If your event requires anything to be displayed on any walls, such as banners and signs, you must provide a stand to display these items.**

Kitchen Kraves does **NOT** allow **glitter, confetti, confetti balloons, or tabletop “sprinkles” smaller than 3 inches.** If these items are brought for your event, an additional cleaning fee of **\$200** at minimum will be applied to your final bill. Your Event Coordinator must approve any decorations before the scheduled event. It is the responsibility of the Host to notify outside vendors of our decoration rules. Kitchen Kraves does not provide any easels, frames, or stands for signs or banners. ***The host is responsible for placing their own decorations for an event, not our staff, unless otherwise scheduled by your Event Coordinator.*** Lastly, **NO real candles** are permitted. **A minimum of \$200 will apply to any events which use banned decorations and will be charged at the end of the event.**

Decoration time is typically included in the 3-hour time frame allotted for each event, **however**, if time permits, we try to provide 30 mins up to 1-hour prior to guests’ arrival for setup. This time frame is confirmed by the Event Coordinator prior to your event and is not a guarantee that the time will be available. **NO ONE IS ALLOWED IN THE BUILDING TO DECORATE WITHOUT A STAFF MEMBER PRESENT.** Should additional set-up time be required, the request must be approved by your Event Coordinator and is not guaranteed to be approved.

ALL details of the event will be outlined in the setup notes that will be emailed to you in an Event Proposal by the Event Coordinator. **It is YOUR responsibility to review the details to confirm the accuracy of the information.**

### **Live Entertainment**

Any event hiring a DJ, band, or other live entertainment is required to rent entire facility. This also applies to dance party events even if you choose to control the music yourself without hiring a DJ or other entertainment. You **MUST** inform the Event Coordinator if you plan to hire a band or DJ or if you are planning for a dance party event as we need to confirm that no other events are scheduled that evening.



Qualifications for live entertainment are decided by the Event Coordinating Team. Kitchen Kraves will maintain rights to volume control throughout ALL events. Volume control is dictated by noise and vibration. All requests made by Kitchen Kraves are to be honored immediately or the music will stop at no cost to Kitchen Kraves. **No outside vendor/musician will have access to the house sound system.** They must provide their own equipment.

### **Security and Liability**

Kitchen Kraves will not assume any responsibility for damage or loss of items left prior to, during, or after any events. Any items rented or loaned by a third-party vendor, or the Host are not the responsibility of Kitchen Kraves. The storage, setup, transport, damage, or loss are the responsibility of the Host or the third-party vendor. All materials must be removed immediately following the event. Any items shipped directly to Kitchen Kraves will need prior approval from your Event Coordinator. Kitchen Kraves will not assume responsibility for loss or damage to any shipped item.

### **Smoking**

There will be no smoking in the building. No illegal drugs are permitted on the premises. Upon any indication, suspicion, or finding of illegal drugs, the Host will be responsible for all associated liability arising out of or due to the incident. Kitchen Kraves reserves the right to call the police and terminate any event immediately if illegal drugs are found or seen being used on premises.

### **Major Weather Events**

Any major weather events, which affect Randolph County Public Schools, may affect your event. Nothing will be billed in the event of major weather conditions, except for any third-party vendors contracted by Kitchen Kraves, that has charged Kitchen Kraves for any items specifically designated for your event. The Event Coordinating Team will be in contact in the event of such conditions as we will closely monitor the weather radar. Severe rain does not constitute canceling an event and all fees, including food and beverage costs, will be applied.

### **Liability and Indemnification**

- The Renter agrees to hold Kitchen Kraves, LLC harmless from any claims, liabilities, or damages arising from the Renter's use of the facility.
- The Renter is responsible for any damages incurred to the property during the rental period.

### **Acceptance of Terms**

By signing below, both parties agree to the terms and conditions set forth in this Rental Agreement.

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#### **Kitchen Kraves, LLC Representative**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### **Renter**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_