



## PRIVATE DINING CONTRACT

1. **CONTRACT and DEPOSIT:** A signed Private Dining Contract and Room Fee (when applicable) are required to guarantee the event.
2. **ROOM CHARGE:** The room rental fee is \$50 for parties after 5 pm. The fifty dollar room charge is non-refundable and will be collected prior to the event to hold the room.
3. **CANCELLATIONS:** For all cancellations, the room fee is forfeited.
4. **MENU SELECTION:** For all functions, Corto Lima must have your selected menu seven (7) days prior to the function date. Corto Lima will charge for the guaranteed number of guests, or the total number served, whichever is greater.
5. **GUEST GUARANTEE:** For all functions, Corto Lima must have a guest number confirmation three (3) days prior to function date. Corto Lima will consider this number the guarantee, and it will not be subject to reduction. If no guaranteed number is received within three days prior to function date, Corto Lima will consider the original expected guest number on page three of this contract as the final guest count.
6. **PRICING:** The prices quoted herein for any function which takes place within ninety days after the date of execution of this contract are firm. The prices for any function taking place more than ninety (90) days after the date of execution of this contract are subject to change without notice; however, Corto Lima guarantees that food and beverage price increase that impact already signed contracts will not exceed 10%. Our Private Dining Client must confirm menu prices with our manager one week in advance of their planned event.
7. **FOOD AND BEVERAGE:** All Food and Beverages must be purchased and prepared through Corto Lima. The only exception is wedding or birthday cakes, nuts or mints. No other carry-ins are allowed. If a cake is being brought to our Private Dining Room, there is \$1.50 per person fee for cake cutting and plating. Please inform management if you intend to bring in a cake. All food and beverage must be consumed on the premises. Left over Corto Lima food from no-shows cannot be boxed and taken home. Absolutely **NO ALCOHOLIC BEVERAGES** may be brought onto the premises.
8. **BARTENDER FEES:** All groups of 16 or more requesting full liquor service upstairs will require a private bartender. A \$100 bartender fee will be added for parties requiring beverage service of groups over 15 guests.
9. **FINAL PAYMENT:** Private Dining Client agrees to pay the current menu price as quoted by manager the night of the event. Final payment for the function must be made at the completion of the function. Payment can be made by cash, certified check, debit or credit card. We accept all major credit cards. Corto Lima gift cards are not accepted as payment for private dining.
10. **HOURS:** All lunch events may use our Private Dining Room from 11:30 a.m. to 4 p.m. All evening dinner events scheduled on Sunday through Thursday may use the Private Dining Room from 5 p.m. until 10:00 p.m. All evening dinner events on Friday and Saturday may use the Private Dining Room from 5 p.m. until 11:00 p.m.
11. **TAX AND GRATUITY:** An 18% service fee or \$100 per service staff member needed (whichever is greater) plus 6% Kentucky sales tax are added to all Private Dining functions.

Should gratuity totals be greater than \$100 per staff member, the bill will reflect the gratuity requirements.

12. **MEDIA:** Corto Lima offers use of HD televisions for presentations, etc. at no extra charge. Please plan arrive early to make sure all connections work with your device. Corto Lima does NOT provide special connection implements. Corto Lima does provide HDMI cables. TVs are not equipped for cable TV service, but some screens may be able to stream based on level of functional connectivity.

13. **ENTERTAINMENT:** No loud entertainment of any kind will be permitted to be brought into Corto Lima by the Client or his/her guests or invitees without prior written consent of Corto Lima management. Corto Lima does provide a speaker than can be connected via Bluetooth or auxiliary input cables. Without prior direction, the staff will supply music. DJs and loud bands are not permitted.

14. **QUALITY STANDARDS:** Corto Lima reserves the right to refuse serving any person who in the judgment of its management is under the influence of alcohol or any controlled substances, or to request that such a person leave the premises. Corto Lima reserves the right to ask for proper identification prior to serving any alcoholic beverages to any person requesting such service. Corto Lima reserves the right to close the bar before the designated ending time should we deem it necessary.

15. **DECORATIONS:** Decorations must be approved by Corto Lima management. All display exhibits and decorations must conform to fire and safety codes. The Client is responsible for taking down all approved decorations before leaving. Confetti is not permitted.

16. **DAMAGES:** The host of the event is liable for any damages accrued during their event.

17. **PARKING:** Municipal street parking is available within one block of Corto Lima. There are several pay to park lots within one block of Corto Lima.

18. The client agrees to indemnify and hold harmless Corto Lima LLC d.b.a. Corto Lima its agents or employees for any costs incurred, including attorney's fees, arising as a result of any injury to person or damage of property, or any other claim whatsoever resulting from client's use of the premises.

19. Corto Lima LLC d.b.a. Corto Lima is not responsible for damages to or the theft of parked automobiles or contents thereof during the scheduled event.

20. Corto Lima LLC d.b.a. Corto Lima is not responsible for any lost or stolen items.

21. The Client assumes responsibility for any damage that may occur on the premises. Corto Lima management reserves the right to assess a service charge for any damages and/or excessive clean-up beyond the expected normal range of a planned function.

22. The Client agrees to insure that the event scheduled and any persons in attendance will conduct no illegal activities.



PRIVATE DINING CONTRACT FORM & DEPOSIT

TODAY'S DATE: \_\_\_\_\_ TYPE OF EVENT: \_\_\_\_\_

DATE OF EVENT: \_\_\_\_\_ ARRIVAL TIME: \_\_\_\_\_

GUEST COUNT ESTIMATE: \_\_\_\_\_ SERVICE STAFF NEEDED: \_\_\_\_\_

CLIENT/CONTACT PERSON:

\_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

\$50 ROOM FEE REQUIRED TO RESERVE YOUR DATE AND EVENT

√ PAYMENT OPTIONS: CHECK \_\_\_ CASH \_\_\_  MasterCard  Visa  Discover  AMEX

CREDIT CARD #: \_\_\_\_\_ SECURITY CODE: \_\_\_\_\_

NAME AS APPEARS ON CREDIT CARD: \_\_\_\_\_

EXP. DATE: \_\_\_\_\_ TOTAL DUE: \_\_\_\_\_

I hereby authorize Corto Lima to debit the above credit card in the amount of fifty dollars (\$50.00) to be applied as room fee (if applicable) for the above reservation.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

This contract is made in the State of Kentucky and shall be construed and enforced in accordance with the laws of such State. This Private Dining Contract constitutes the entire agreement between parties and may not be modified or amended except by an instrument in writing signed by both the Client and Corto Lima. "The undersigned acknowledges that he/she has read and understands the Private Dining Contract including this page and; the preceding two pages by signing and dating below the undersigned accepts this contract and agrees to comply with same.

\_\_\_\_\_  
BRIE LOWRY, DIRECTOR OF MARKETING & EVENTS

\_\_\_\_\_  
DATE