

Denmark, LLC
463 North High Street, Columbus, Ohio 43215
Office Phone (614) 914-6700
Info@DenmarkOnHigh.com

Catering and Event Terms and Conditions

This document provides the terms and conditions for the event booked by

_____ (hereinafter "Client"),

_____ (address)

_____ (phone)

_____ (e-mail)

For the reservation on _____ (date) from _____ to _____ (time)

of the following space(s) (hereinafter "Space," check all that apply)

North Room Secret Cellar Denmark (non-exclusively) Denmark (exclusive buyout)

Deposit is Check, _____ (Bank) _____ (check number)

Card, _____ (Type) _____ (number) ___/___ (exp. MM/YY)

Cash, _____ (received by)

All reservations for catering and special events planned for Denmark are made based on, and are subject to, the following terms and conditions:

1. Initial Deposit. At the time the Space is reserved, a deposit payment is required based on the room minimum and additional food and beverage services required for the event. The minimum deposit is \$100.00 or twenty percent (20%) of the event cost, whichever is greater. Deposits shall be paid in cash, money, credit card, cashier's check or company/personal check. A returned check fee of \$50 will be charged, and your event is subject to cancellation, if the deposit payment check is not honored at the presentment. Initial deposits will be credited to the final bill.
2. Event Details and Arrangements. The event details and arrangements have been confirmed on the event planning form attached hereto, and represent Client's current best estimate of the number of guest attending, the services required, and the approximate timing of any meals or special functions during the event. Final confirmation of the number of guests, food, and beverages required from Denmark, and other details of the event shall be provided by Client no less than ten (10) calendar days prior to the event, unless prior written consent to exception is given by Denmark to the Client. The numbers provided at that time shall be considered the final minimum number for billing purposes, and shall not be subject to reduction by Client for

any reason. If no final estimate is provided by Client at least ten (10) days prior to the event, the initial estimate provided by Client at the time of reservation shall be considered the final estimate for all purposes under this agreement.

3. Purchase Minimum & Rental Fee. A rental fee shall be assessed to the Client for any space reserved for exclusive use. The rental fee may be waived if it is agreed upon by the Client and Denmark that the Client and/or the Client's guests shall make a combined net total of purchases prior to the conclusion of the event in a certain amount (hereafter "Purchase Minimum"). The Purchase Minimum, as stated on the event planning form attached hereto, includes any real purchases but excludes equipment rental fees, incidentals, service gratuities, taxes and other event expenses. Prior to the conclusion of the event, Denmark will determine if the Purchase Minimum has been met and will inform Client of this determination. Thereafter, Denmark will assess a prorated fee or the difference between the final purchase total and the Purchase Minimum at its discretion and inform the client as such.
4. Final Payment. Client shall make final payment for the event at the conclusion of the event. Payments shall be made in cash, money, credit card, cashier's check or company/personal check. A returned check fee of \$50 will be charged if the final payment check is not honored at the time of presentment.
5. Cancellation. Cancellation must be confirmed in writing, delivered to Denmark, at least fifteen (15) business days prior to the event. The initial payment is not refundable unless greater than \$100.00, in which case the refund amount will be the initial payment less a \$100.00 rebooking fee. Cancellation less than fifteen (15) business days prior to the event will result in forfeiture of all amounts paid to Denmark as liquidated damages. Deposits for events contracted fewer than fifteen (15) days prior to their occasion are nonrefundable.
6. Outside Catering Services. In the event Client elects to use the services of a caterer other than Denmark, Client must select a professional caterer with all applicable, current licenses and permits. Client shall be responsible for payments directly to the Outside Caterer and coordinating with Denmark personnel for delivery of the food, and any special dishes, cutlery, glassware, and other utensils prior to the event, and for the removal of all such items immediately following the event. Denmark is not responsible for the quality or quantity of food procured from any outside source, breakage, loss or destruction of any outside service items, proper storage or service of outside food or service items, or for the return of any food or service items procured from an outside vendor for the event. Client assumes responsibility for the delivery and removal of all such items, and for their security while on the premises. Use of Denmark serving implements and flatware may incur fees. Client and guests shall bring in no outside food themselves, excluding Cottage Foods (baked goods, candy, spices, etc.) as defined by the State of Ohio, without written consent of Denmark.
7. Alcoholic Beverages. No alcoholic beverages may be brought onto the premises or served at the event except those provided by Denmark. If alcoholic beverages are brought onto the premises in violation of this condition, or if it is reasonably believed that minors have been served alcohol or consumed alcohol while on the premises, or have alcohol in their possession, custody, or control, Denmark has the right to terminate the event and ask any and all guests to leave the premises. Such termination or request shall not relieve Client of its obligations under this agreement, including the obligation to make full payment for the event.
8. Delays. If Client or its outside vendors delay the start of the event, such delay shall not operate to extend the time scheduled for the conclusion of the event, and Client agrees to vacate the premises at the conclusion of the time reflected on the event scheduling form regardless of any

such delay.

9. Decorations and Displays. Client agrees to coordinate any decorations and displays with Denmark, and to utilize the installed fixtures for any banners, presentation materials, or other decorations or displays. Under no circumstances shall decorations or displays be placed outside the Space, except for the event signage provided by Denmark or that which is provided by the Client and placed by Denmark.
10. Music and Presentations. Client may make use of the equipment provided in the Space for music and presentations, and agrees to assume full responsibility for any damages to such equipment. Client further agrees to limit the volume of such music or presentations so as not to unreasonably interfere with the adjoining businesses, and will immediately reduce the volume of any music, presentation, or other activities upon the request of staff for Denmark. The Client agrees to inform Denmark of and coordinate with its staff any additional equipment that is brought in for the event and waives Denmark of all liability for any incurred damages thereon by Denmark or its guests.
11. Taxes. All federal, state, and local taxes that may be applicable to this agreement or the services provided hereunder are in addition to the prices quoted, and Client agrees to pay all such applicable taxes in addition to the estimated prices reflected on the event planning form.
12. Damage to Premises. Client is responsible for any damages to premises or breakage of service items during the event due to the acts of Client, Client's guests, Client's contractors, or any other person present on the premises while they are under the control of Client or its contractors and/or guests. Client will accompany an employee of Denmark at the conclusion of the event to evaluate the premises and will receive an itemized list of damages, if any. Such damages will be resolved at Client's expense and reflected in the final bill.
13. Property of Clients and Guests. Denmark is not responsible for damage to or loss of any merchandise, articles, gifts, decorations, service items, or other personal property on the premises, including, but not limited to, decorations, coats, cameras, purses or wallets, cash, checks, or any other item of value. It is the duty of Client to ensure that personal property of Client and his/her guests and invitees is kept secured at all times.
14. Force Majeure. Performance of this Agreement by Denmark shall be excused by labor disputes, acts of God, accidents, fire, acts of a public enemy or terrorists, war, civil unrest, flood, hurricane, tornadoes, earthquakes, or other natural disasters, power/gas failures, equipment malfunction, governmental restriction, unavailability of food and beverages at reasonable cost, building code closures, or other causes, whether or not enumerated herein, beyond the reasonable control of management that prevent or interfere with the performance of the obligations of Denmark as set forth herein. If performance by Denmark is delayed, prevented, interrupted or interfered with for any reason not occasioned by its own conduct, Denmark shall be excused from further performance hereunder.
15. Limitation of Damages. Client and Denmark agree that it would be difficult or impossible to determine the damages that would result from unsatisfactory performance of the obligations assumed by Denmark hereunder, whether due to unsatisfactory condition of the room, service items, food, beverages, noise, utility failure, equipment malfunction, or the behavior of guests or other third parties, service of the staff, or any other condition. Therefore, the parties hereby agree that in the event of any breach by Denmark of its obligations hereunder, damages, if any, shall be limited to no more than the minimum rental amount for Denmark, minus the cost of any food, beverages, or other services provided to offset the minimum room charge. In no event shall Denmark be responsible for any actual, collateral, incidental, consequential, special, general, or

punitive damages in excess of that amount, whether based on claims of breach of contract, equitable claims, breach of warranty, tort, strict liability, violation of statute or public policy, or any other claim, whether based on statutory or common law. Accordingly, DenmarkThe North Room's total liability to Client for any breach of this agreement shall be limited to the sum actually paid by Client. The parties expressly agree that this is a material provision of this agreement, and Denmark would not have entered into this agreement but for this liquidated damage provision.

16. Disputes. All disputes, claims, or causes of action based on this agreement shall be brought in small claims court in Franklin County, Ohio, if within the jurisdiction of such court, or in the court of common pleas of Franklin County, Ohio. If Denmark is required to institute legal action to enforce this agreement, it shall be entitled to reasonable attorneys' fees and costs related to such enforcement.

I HAVE READ, UNDERSTAND, AND AGREE TO THE TERMS SET FORTH ABOVE.

Client's Signature

Date