



DATE:

CONTACT NAME  
 University of Pittsburgh  
 ADDRESS  
 Pittsburgh, PA 15260

Dear \*\*\*\*\*:

Thank you for selecting Grand Concourse (the "Restaurant") for your upcoming **University of Pittsburgh** event (the "Event"). We are confident that you (referred to herein as "Client") and your guests will enjoy the truly unique dining experience offered by the Restaurant and are excited to provide this letter (this "Agreement") to help all document the details for the following Event:

Date	Time	Room	Function	AGR	Rental

*\*Should the guarantee change from the expected, room assigned may be adjusted to an alternate private room, semi-private or main dining room.*

The food and beverage minimum required for the Event is \$\_\_\_\_\_ (the "Food and Beverage Minimum"). The Food and Beverage Minimum does not include taxes, banquet fee of 4%, additional products or services you may choose to include by or through the Restaurant, or gratuity for the service staff. If the food and beverage total falls below the minimum, the difference will be charged in room rental. All pricing provided in connection with this Agreement is the current pricing of Restaurant and will be confirmed thirty (30) days prior to the date of the Event. Please provide Restaurant with the number of guests no less than three (3) business days prior to the Event.

In order to assist you with the best possible total cost estimation, and for your convenience, we will show a Suggested Gratuity on our estimate of charges. As is customary in the restaurant business, the service staff attending to your party are tipped employees and anticipate receiving a gratuity which will be shared among the service staff. It is normal and customary that a gratuity, although voluntary, of at least 16% ("Suggested Gratuity") of the total bill be given to such service staff. Unless we are told to the contrary, the Suggested Gratuity will be shown on the final bill. Should you wish to change the Suggested Gratuity at the time of the event, please inform a manager when you are presented the final bill.

Due to limited availability, your Event will not be confirmed unless we receive a (i) signed copy of this Agreement and (ii) non-refundable deposit in the amount of \$\_\_\_\_\_ (the "Deposit") by no later than \*\*/\*\*/\*\*\*\*. Full payment of estimated charges for the Event is due at the conclusion of the Event.

Please be sure to carefully review the Standard Terms attached to this Agreement, as they contain important information about our policies, procedures and legal requirements and are incorporated into this Agreement. If you have any questions, please do not hesitate to call. We look forward to seeing you soon!

Sincerely,

Group Sales Manager

University of Pittsburgh

Client Signature: \_\_\_\_\_

Printed Client Name: \_\_\_\_\_

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

\_\_\_\_\_

Print Name

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

**UNIVERSITY OF PITTSBURGH – GRAND CONCOURSE Standard Terms and Conditions**

1. **Payment; Deposit.** The Deposit if any, is non-refundable for any reason (except as provided in Section 16 below) and will be applied to the Event charges. If the Deposit or any prepayments are made by credit card, Client hereby authorizes Restaurant to charge the Deposit or pre-payment on Client's credit card, as well as any other uncollected charges for services provided guarantees or the Food and Beverage Minimum. Any charges (including the Banquet Fee described below) which exceed the pre-paid Event charges and Deposit shall be due on the same day at the conclusion of the Event. Restaurant does not accept personal checks for payment of amounts due under this Agreement. A gift card cannot be redeemed in conjunction with any contracted banquet or private dining event. Caterer does not prepare separate checks.

2. **Banquet Fee, Taxes & Gratuity.** All charges are subject to a four percent (4%) banquet fee, for the operational and administrative costs incurred by the restaurant to host your event. Applicable sales taxes will also be added to the final bill. **Client understands that gratuity for the service staff is NOT included in the contract price or the Banquet Fee and Client has the unrestricted right to determine such amount, if any.** In the event that the Food and Beverage Minimum set forth herein are not reached, the Food and Beverage Minimum will be substituted for actual use in the calculation of the foregoing charges. Tax exempt organizations must furnish certificate of exemption to the Restaurant seven (7) days in advance of event.

3. **Food Selections.** Choice of food items must be confirmed by Client not less than two (2) weeks prior to the Event. All food and beverage items must be supplied and prepared by Restaurant. No food or beverage of any kind is permitted to be brought into Restaurant by the Client or its attendees. Client may not remove food or beverage from Restaurant without the prior approval from Restaurant. Restaurant policy does not permit "to-go" boxes for any banquet buffet.

4. **Guest Count.** Client shall provide Restaurant with the number of guests not less than three (3) business days prior to the Event, which number is not subject to reduction when calculating charges for the Event and in no event shall the total guest count exceed the room capacity of Restaurant. Absent such notification, the number of guests set forth in the Agreement shall be used for such purposes. Should Client's actual guest count exceed the guest count provided, Restaurant will use commercially reasonable efforts to accommodate such additional guests, subject, however to the availability of seating capacity, staffing, food, drink and other necessary items. Client recognizes that in the event the room capacity is exceeded, the overcrowding may create a potential health and safety issue for Client, Client's guests and Restaurant, its employees, other guests or invitees or the overcrowding may interfere with the operations of Restaurant, its employees, other guests or invitees. Client agrees that in the event the capacity is exceeded, Restaurant, in its sole and absolute discretion, may suspend and/or discontinue the Event, in which event, Client shall remain liable for amounts owing hereunder.

5. **Special Incentives.** Landry's Select Club Points cannot be earned in conjunction with discounted or promotional group menus, with any other special group offer, employee discount or any other designated offer, discount, incentive promotion or dollar-off, limited time promotion.

6. **Rules and Regulations; Conduct; Decorations.** Client and its guests shall abide by all rules and regulations prescribed by Restaurant. Restaurant reserves the right to refuse the sale or service of alcoholic beverages to anyone at any time. Any inappropriate dress, unprofessional behavior or use of vulgar language will be grounds for immediate eviction from Restaurant property. All displays and/or decorations proposed by Client will be subject to prior approval by Restaurant.

7. **Event Hours.** Should the Event exceed the time limits set forth herein, Restaurant may, in its sole and exclusive discretion, charge Client an additional fee for such excess time.

8. **Parking.** Self-parking is available, subject to availability, at Restaurant. To the extent that Restaurant charges for self-parking, then such parking shall be provided at the then prevailing rate. To the extent provided by Restaurant, valet service is provided at the then prevailing rate and if provided, additional fees may be incurred by Client for groups of more than forty (40) guests. All parking is at Client's risk and Restaurant shall not be responsible for any theft or other damage to vehicles when either self-parking or valet parking at Restaurant.

9. **Contracted Services.** Client shall pay Restaurant in advance for any outside services contracted for Client by Restaurant (floral, audio-visual, bakery, etc). Such payment is non-refundable if such services are unable to be cancelled.

10. **Deliveries.** Upon written request of Client, Restaurant may accept packages sent no earlier than three (3) business days in advance of the Event. Any shipments received prior to such date, or deemed excessive in size or volume may be subject to a storage fee. Restaurant assumes no liability in connection with the receipt of storage of such shipments.

11. **Electricity.** If Client requires additional electrical power due to the needs of a band or DJ, drayage company, decorator, or lighting designer, then that cost will be added to Client's final bill. Electrical requirements must be received no later than seven (7) days prior to the Event. Restaurant does not guarantee additional electricity on the day of the Event.

12. **No Subcontracting; Resale; Advertising.** Client shall not contract, sublet or resell any matters related to the Event to any third party without the prior written consent from Restaurant, which consent may be withheld in its sole and absolute discretion. Client shall not sell tickets or otherwise market or promote the Event to any third party to attract, solicit, or generate attendance at Restaurant without the prior written consent of Restaurant, which consent may be withheld in its sole and absolute discretion. Advertising or use of Restaurant name, logo, or pictures is not permitted without prior written consent of Restaurant. No type of solicitation on Restaurant property will be permitted at any time.

13. **Security, Injury and Property.** Restaurant does not provide security for the Event; however, Restaurant may, in its sole discretion, require security for certain Events at Client's sole expense. Client agrees to indemnify and hold harmless from any claims, costs or expenses which arise related to any security issues. Restaurant is not responsible for any loss, damage, or injury that may occur to Client, Client's guests or attendees of the function, or to their property from any cause whatsoever, prior to, during, or following the

Event.

14. **Cancellation by Client.** Any cancellation by Client shall be made in writing via e-mail or fax to the attention of the Restaurant representative listed on this Agreement. Cancellations made by phone call or by voicemail message will not be considered received unless supplemented by written cancellation. In the event the Restaurant does not possess Client's written cancellation, Client must provide documentation of the original cancellation in order for the cancellation to be honored. In the event that Client cancels this Agreement or the Event for any reason, Client shall be liable, as liquidated damages, but not as a penalty to Restaurant as follows: (Business days stated below are Monday-Friday)

- Three (3) business days or less prior to the Event, one hundred percent (100%) of the greater of (i) the amount invoiced by Restaurant as full-prepayment for the Event, or (ii) the sum of the Food and Beverage Minimum plus banquet fees and any applicable sales taxes.
- Seven (7) to four (4) business days prior to the Event, one hundred percent (100%) of the greater of (i) the amount invoiced by Restaurant as full-prepayment for the Event, or (ii) the sum of the Food and Beverage Minimum.
- Sixty (60) to eight (8) business days prior to the Event, fifty percent (50%) of the greater of (i) the amount invoiced by Restaurant as full-prepayment for the Event, or (ii) the sum of the Food and Beverage Minimum.
- Date of signing to sixty one (61) business days prior to the Event, twenty five percent (25%) of the greater of (i) the amount invoiced by Restaurant as full-prepayment for the Event, or (ii) the sum of the Food and Beverage Minimum.

CLIENT AGREES THAT THE FOREGOING SUM IS IN CONSIDERATION OF THE SPECULATIVE NATURE OF ANY ASSOCIATED DAMAGES AND THE DIFFICULTY OF ESTIMATING THE SAME, AND IS BARGAINED FOR LIQUIDATED DAMAGES PROVISION AND NOT A PENALTY, AND IS FURTHERMORE WITHOUT PREJUDICE TO ANY FURTHER CLAIMS BY RESTAURANT.

*Without limiting the foregoing, the University shall be permitted to cancel the Event and terminate this Agreement at any time without penalty if the following should occur: (a) if the University determines that the COVID-19 pandemic or other public health emergency makes it reasonably unsafe to hold the Event according to the University's policies or procedures; (b) health and safety protocols and/or mandates imposed by local, state, or national governments make it impossible or impractical for the University to hold the Event.*

15. **Cancellation by Restaurant; Limitation of Liability.** In the event that Restaurant cancels this Agreement for any reason other than a default by Client hereunder, a refund of the Deposit and any pre-payments made will be processed within ten (10) business days. Client's sole and exclusive remedy against Restaurant for any claim or lawsuit under any theory under Agreement is limited to the return of the Deposit and any pre-payments. FOR RESTAURANT CANCELLATION PURPOSES ONLY: IN NO EVENT SHALL RESTAURANT'S LIABILITY TO CLIENT OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE EVENT EXCEED, IN THE AGGREGATE, THE TOTAL SUMS PAID BY CLIENT TO RESTAURANT HEREUNDER WITH RESPECT TO WHICH SUCH LIABILITY RELATES, WHETHER SUCH LIABILITY IS BASED ON AN ACTION IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE.

16. **Force Majeure.** The obligations of the parties under this Agreement shall be excused in whole or in part, as necessitated based on the circumstances, by acts of God such as fires, storms, rain, cold, water quality or conditions, lightning, or floods; confiscations or restraints of government (civil or military, including but not limited to inability to have access to roads or pathways); strikes or labor disputes, civil disturbance; *quarantine restrictions, war, terrorist acts, riots, insurrections, epidemics;* or any other cause or combination thereof that is not within the reasonable control of the parties, and not otherwise due to any negligence or willful misconduct by the parties. If as a result of the foregoing the event Restaurant is unable to perform its obligations under this Agreement, such non-performance is excused and Restaurant may terminate the Agreement without further liability of any nature, upon return of Client's deposit, less any out-of-pocket costs expended on Client's behalf. In no event shall Restaurant be liable for consequential or punitive damages of any nature for any reason whatsoever. *For the avoidance of doubt, the parties acknowledge and agree that any pandemic or national or regional emergency that renders the event reasonably unsafe or against the University's policies or procedures may be canceled without any payment obligations and without liability hereunder.*

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

18. **Miscellaneous.** 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. Customer acknowledges and agrees that this Agreement is between Customer and Grand Concourse. The owner and operator of the Restaurant, and that none of the affiliates of Grand Concourse shall be responsible for any obligations or liability arising under this agreement.



### Credit Card Authorization

Upon final execution of Agreement, I, \_\_\_\_\_, authorize Grand Concourse to charge a deposit in the amount of \$ \_\_\_\_\_ to my credit card listed below; I understand that this amount will be deducted from my final bill on the day/night of the event.

Name of the Event: \_\_\_\_\_

Date of the Event: \_\_\_\_\_

I would like this credit card to be used to pay for the entire bill on the day/night of the event. \_\_\_\_\_ (Please Initial)

I voluntarily agree to the addition of a 16% gratuity added to the final bill. \_\_\_\_\_ (Please Initial)\*

Credit Card # \_\_\_\_\_ EXP. \_\_\_\_\_

Type of Credit Card                  Visa                  Master Card                  American Express                  Diners                  Discover

Client/Credit Card Owners Authorized Signature \_\_\_\_\_

\_\_\_\_\_ Date

**PLEASE PRINT THE FOLLOWING:**

Name on Credit Card \_\_\_\_\_

Billing Address \_\_\_\_\_

Billing City, State, Zip Code \_\_\_\_\_

Phone: \_\_\_\_\_

Cardholder: Please note any special instructions regarding this charge:

\*The payment and amount of gratuity is subject to your complete discretion. Should you wish to change the Suggested Gratuity at the time of the event, please inform a manager when you are presented the final bill? If you do not change the Suggested Gratuity, such amount will be included on the final bill.