



August 30, 2023

University of Pittsburgh

Dear :

Thank you for selecting Grand Concourse (the "Restaurant") for your upcoming University of Pittsburgh event (the "Event"). We are confident that you (sometime 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	Event Class	Room	Setup	AGR	Rental
	5:59 PM - 6:00 PM	Reception	Ladies Waiting Room			.00
	6:00 PM - 9:00 PM	Dinner	Ladies Waiting Room	Other See BEO	30	.00

**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 \$1,500.00 (the "Food and Beverage Minimum"), which is subject to increase based on final guaranteed guest count and the specific menu selections made by Client. 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 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 18% ("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 (the "Deposit"), by no later than March 11, 2023.

Transaction Type	Deposit	Date	Amount
Payment			

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,

Brian George
Group Sales Manager

Agreed and Accepted to Terms & Conditions:

Client Signature: _____
Printed Client 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. **Confirmation of Event.** Choice of food items must be confirmed by Client not less than two (2) weeks prior to the Event. Client shall provide Restaurant with the number of guests not less than three (3) business days prior to the Event (business days are Monday-Friday), 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. Client will be charged based upon the menu selections calculated for the final guaranteed guest count, actual attendance, or the Food & Beverage Minimum, whichever is greater. Absent such notification, the number of guests set forth in the Agreement shall be used for such purposes. 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. Client recognizes that Client's final guaranteed guest count and specific menu selections may result in Client being responsible for the payment of an amount over the Food & Beverage Minimum quoted herein.

4. **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.

5. **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 anytime. Any inappropriate dress, unprofessional behavior or use of vulgar language will be grounds for immediate eviction from Restaurant property. No food or beverage of any kind is permitted to be brought into Restaurant by the Client or its attendees. Restaurant policy does not permit "to-go" boxes for any banquet buffet or any other removal of food or beverages from the Restaurant. All displays and/or decorations proposed by Client will be subject to prior approval by Restaurant. Client shall be responsible for undisputed damages to the Restaurant caused by the Client during the Event.,

6. **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.

7. **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.

8. **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.

9. **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.

10. **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.

11. **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 anytime.

12. **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.

13. **Drones/Unmanned Aerial Systems (UAS).** Use of a UAS by Client, including but not limited to, drones or radio-controlled aircraft and devices, during the Event, **is expressly prohibited** unless Client has obtained Restaurant's prior written authorization, which Restaurant may withhold in its sole and absolute discretion and Client executes and complies with the terms and conditions of Restaurant's UAS Release Agreement. If Restaurant allows Client to use a UAS at their Event, Client will be responsible for requesting and executing Restaurant's UAS Release Agreement. The use by Client, including its members, attendees, or invitees of a UAS without Restaurant's prior written authorization and without executing and comply with the Restaurant's UAS Release Agreement shall be deemed a material breach of this Agreement.

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 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:

- Seven (7) 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 plus banquet fee.
- Sixty (60) to eight (8) 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) 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,

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 ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE EVENT EXCEED, IN THE AGGREGATE, THE TOTAL SUMS PAID BY CLIENT TO RESTAURANT.

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 either party be liable for consequential or punitive damages of any nature for any reason whatsoever arising out of this Agreement.** As used herein, "Force Majeure Event" shall mean acts of God such as fires, extreme weather, lightening, or floods; water quality or conditions; contaminations; inability to obtain materials or supplies; confiscations or restraints of government (civil or military, including but not limited to inability to have access to roads or pathways or government directives to cease conducting normal business); strikes or labor disputes; civil disturbance; any local, regional, or national declared public health emergency related to any pandemic or epidemic which restricts travel of more than 50% of the attendees, restricts the Restaurant from conducting the event or restricts the congregation or persons below the anticipated attendance of the event; or any other unforeseeable cause or combination thereof that is not within the reasonable control of the parties and equally affects all other similarly situated persons or entities (and not otherwise due to any negligence or willful misconduct by the parties).

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

I authorize Grand Concourse to charge my credit card listed below; I understand that I am giving this authorization in relation to the Event referenced below and in accordance with the terms and conditions of the Agreement signed on behalf of such Event. I further acknowledge that I have received and reviewed a copy of such Agreement, and to the extent I have not, I will request a copy of the same for my review. Finally, I understand that the amount identified below will be deducted from my final bill on the day/night of the event.

Name of the Event: University of Pittsburgh

Date of the Event:

Transaction Type	Deposit	Date	Amount

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 18% suggested gratuity added to the final bill.

_____ (Please Initial)

DO NOT EMAIL OR FAX THIS FORM WITH THE CREDIT CARD NUMBER INCLUDED. If you are not using our encrypted credit card submission and electronic signature process, you will need to have the card present to charge the deposit(s) and/or the final bill on the day/night of the event. Contract will not be accepted and space not reserved until deposit(s) are received. You will still be required to submit this signed and initialed form without credit card information.

Client/Credit Card Owners Authorized Signature if not submitting electronically

Date

*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.