

but reserves the right to reasonably limit such increase. If no guarantee is given, the expected number of guests as set forth on page one (1) of this Contract shall become the guaranteed number.

3. Performance: This Contract is contingent upon the ability of THEE BUNGALOW to perform, and is subject acts of God, war or terrorist activity, government regulation, labor disputes, accident or other causes beyond our reasonable control. In no event shall we be liable for any damages beyond the refund of the sums paid in advance of the function should it be impossible for THEE BUNGALOW to perform due to circumstances beyond its reasonable control.

4. Payment: Engager agrees to pay non-refundable deposit(s) as indicated on page one (1) upon execution of this Agreement. Any deposit will be credited toward the total cost of the event. Engager's failure to deliver a required deposit may, at THEE BUNGALOW's option, result in cancellation of this Agreement at any time without prior notice. Full pre-payment for the event is due three (3) business days prior to the function unless other arrangements have been agreed to in writing between THEE BUNGALOW and Engager. All payments made within seven (7) days of the event must be paid by either cashier's check, credit card or money order only. THEE BUNGALOW may cancel the function if full payment for the event has not been received by THEE BUNGALOW by the indicated date. At the close of the function or no more than ten (10) days thereafter, THEE BUNGALOW shall submit a final billing reflecting all charges, service charges and sales tax, as well as any adjustments, related to the event. Engager agrees to pay the balance of the billing account statement upon receipt of the statement.

5. Credit Card Guarantee: If any of the payments as outlined in the contract are not received by check or other form of payment on the date due, THEE BUNGALOW is authorized to charge said payment on Engager's credit card account on the Credit Card Authorization Form below. If, at the conclusion of the event, there remains a balance due on account of additions or modifications or otherwise, a full accounting of charges will be mailed to Engager. Within ten (10) days from the date of the accounting statement, the credit card account on file will be used to settle the account unless Engager arranges with THEE BUNGALOW for some other form of payment.

6. Cancellation: Any cancellation by Engager must be in the form of a written notice and such cancellation shall be deemed to be given only upon receipt of such written notice by THEE BUNGALOW. The parties agree that in the event the function is cancelled, it will be difficult to calculate with certainty the actual monetary losses incurred by THEE BUNGALOW. Accordingly, in the event of cancellation, Engager will pay liquidated damages, which the parties agree are a reasonable approximation of the monetary losses, as follows: (i) Engager may cancel the event without liability beyond any collected non-refundable deposits if THEE BUNGALOW receives written notice no later than 120 days prior to the event date; and (ii) if Engager provides THEE BUNGALOW with written notice of cancellation of less than 120 days, Engager shall forfeit one hundred percent (100%) of the deposit plus fifty percent (50%) of the estimated food and beverage revenue (it being understood that the total payment shall not exceed one hundred percent (100%) of the estimated food and beverage revenue). All cancellation fees are due and payable at the time of cancellation. If THEE BUNGALOW cancels the event because Engager has failed to pay agreed-upon sums when due, or because Engager has otherwise breached this Contract, then THEE BUNGALOW will be entitled to retain all sums paid and shall be entitled to any additional sums due as if Engager had cancelled the event.

7. Finance Charge: THEE BUNGALOW agrees to provide a statement of charges and credits relating to the event within 10 days after the date of the function. Engager agrees to pay the balance of the billing account statement upon receipt of the statement. If Engager disputes any charges or credits, Engager nevertheless agrees to pay the undisputed balance pending resolution of the dispute. Engager agrees to pay a finance charge of one and three quarters percent (1.75%) per month (21% APR) on all undisputed sums past due (to the extent such finance charge does not exceed the highest allowable rate under applicable law, whereby the finance charge shall be the highest allowable rate.

8. Miscellaneous: If litigation becomes necessary to enforce the terms of this Agreement, or on account of a breach thereof, the prevailing party shall be entitled to recover its reasonable attorneys fees and costs. The laws of the State of California shall govern this Agreement, and the venue for any action or legal proceeding shall be San Diego County. All changes to this agreement, including increases to the number of attendees as contemplated in Section 3 of this Agreement, shall be in writing. No prior agreement, representations, or understandings, whether written or oral, exist between the parties to this Agreement except as set forth herein or contained in a subsequent modification signed by both parties.

Client Signature: _____ Date: _____

Print Name: _____ Title: _____

Cohn Restaurant Group/Thee Bungalow

Issued By: _____ Signature: _____

Date Issued:

Event Name:

Date of Event:

Please fill out the Credit Card Authorization Form below.
THEE BUNGALOW requires a credit card on file
regardless of preferred method of payment.

CREDIT CARD AUTHORIZATION FORM

Credit Card number: _____ Expiration Date: _____

Name as it appears on card (please print): _____

Credit Card billing address
(please include zip code): _____

Telephone Number of Card Holder: _____

Check One: Debit/Check Card Credit Card

Card Type: Visa Master Card Discover Amex Diner's Club

I, _____, hereby authorize THEE BUNGALOW to
process the following (please indicate below):

Initial Deposit as outlined in above Catering Contract: Yes No

Additional Deposit(s) as outlined in above Catering Contract: Yes No N/A

The estimated balance and/or final payment of my event: Yes No

**THEE BUNGALOW requires guaranteed payment 3 business days prior to event*

Card Holder's Signature: _____

*Any balance due, if not paid within 30 days, will be charged to the credit card on file