

SHAKE & MUDDLE

cocktail bar ♦ kitchen

TELL US ABOUT YOUR EVENT

Contact (1): _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Cell Number: _____

Email Address: _____

Contact (2): _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Cell Number: _____

Email Address: _____

Company Name, optional: _____

Date of Event: _____ Nature of Event: _____

Number of Anticipated Guests: _____ Will a event take place on-site? _____

How did you hear about Shake & Muddle and our event services? _____

Special Requests: _____

Shake & Muddle, 303 H Street, Suite #109 - Chula Vista, CA 91910

Logistics Event Coordinator, Catering Specialist TEL. +1 619 816 5429 EMAIL. RESERVATIONS@SHAKEANDMUDDLE.COM
WEB. SHAKEANDMUDDLE.COM/EVENTS IG. @SHAKEANDMUDDLE FB. SHAKEANDMUDDLE #SHAKEANDMUDDLE

SHAKE & MUDDLE

cocktail bar ♦ kitchen

SPECIAL EVENTS TERMS AND CONDITIONS • POLICIES

Save the Date

To secure your date, please make sure you read the enclosed contract, sign, and email back or hand return. Deposits can be received by credit card over the phone or in person:

Shake & Muddle, 303 H Street, Suite #109 - Chula Vista, CA 91910

Once received, you'll be introduced to the **Logistics Event Coordinator and/or Event Specialist** to get you started with the details and planning of your Private Event!

We look forward to serving you!

#privateevents #shakeandmuddleevents #events

Awareness & Procedures

shakeandmuddle.com/catering

CONTRACT

WITNESSETH

For and in consideration of the mutual covenants contained in this agreement, the parties covenant and agrees as follows:

1. Event Premises: Shake & Muddle (SM) does hereby convey a license to occupy the ground level space, located at 303 H Street, Suite #109, Chula Vista CA 91910, to client (also referred to as licensee) for the time and date set forth above and upon terms and conditions contained in this contract.
2. Event Rate: Event rate shall be paid upon execution of this agreement unless other arrangements have been made with an authorized Shake & Muddle representative. Payment is non-refundable but may be applied to any booking that takes place within one year of original booking unless an exception is made in writing between client and their Shake & Muddle Catering Coordinator representative. A date change may occur in only one instance. If a second date is agreed upon and Client should cancel that date, Client will forfeit all money. A head count may only change if 48 hours ahead of final event date. Should Client's use of the premises extend beyond stated event period, Client shall pay Shake & Muddle \$20 per hour for each hour or part thereof after event period expires.
3. Packaged Deals: Should Client rely on (SM) to arrange a "packaged deal," incorporating such elements as food and beverage, menu design, and event space or table décor, Client must submit full payment toward those services when the agreement is executed unless an exception is made in writing to client from authorized (SM) representative. If services are added after this agreement has been executed, full payment will be due on such services 7 days (one week) prior to event.
4. Payment Schedule: Payment of all event related items must be paid adhering to the following payment schedule:

Upon Execution Date: _____ / _____ / _____ Signed by: _____

Event Balance: Due upon day of event date and includes any other related charges or add-on options (florals or liquor).

All payments must be tendered in U.S Dollars by cash, credit card, certified check or money order and be made payable to Shake & Muddle. Standard service fees will apply as will City of Chula Vista tax and State of California Sales Tax (8.75%).

All sales are final and non-cancelable once contract has been signed.

5. Cancellations: date transfers: It is the Client's duty to notify Shake & Muddle (through their SM representative) in writing of any cancellations, head count change, or date transfer requests 48 hours in advance.
 - a. Packages: If Client has purchased a "package deal" from SM, inclusive of other goods and services other than the standard venue fee, and for any reason Client cancels or rescinds this contract within 48 hours of the event, SM shall retain, as liquidated damages for all services it has arranged and is responsible for, any and all deposits for agreed upon services. If SM is required to collect any amounts due under this agreement, Client shall pay all of SM' cost of collection, including reasonable attorney's fees.
 - b. Date Transfers: Within the first thirty days following this agreement Client may elect to choose another day and time for their event, provided such alternative date and time are open. There is no charge for such transfer as long as it occurs in the first thirty-day window. Any date transfers that occur outside of the thirty-day window will incur a \$150.00 fee and are subject to rate increases by day, time and season. Date transfers will not be considered less than 48 hours from a scheduled event. SM does not allow multiple date transfers. Any date canceled and not rescheduled will be considered a full cancellation and subject to actions as described in previous paragraphs.
 - c. Event Item Modification/Guest Count Reductions: In consultation with SM, Client may make modifications to their event item list leading up to their event. For modifications made within 5 days of the event date, client will be required to pay the cost of any staff that has been contracted for a certain element or based upon an original guest count (if guest count reduced). Solely at SM' discretion, any originating guest count reduced by 10% or more within 48 hours of an event may result in a per person food cost increase for the remaining guests. Per person increase shall not exceed 10%.

6. Client & Guest Conduct: Client acknowledges full and complete responsibility for all its guests and attendees at the above described function. Client, Client's family, guests and invitees shall not act in a disorderly, boisterous or unlawful manner, and shall not engage in any conduct which disturbs the rights, comforts or convenience of guests within the vicinity of Shake & Muddle. SM specifically reserves the right to control and regulate the method, manner, and time of disturbance.

7. Damage to Premises: Client shall be responsible for any and all damage to the premises, equipment, fixtures, or other property of SM caused by Client's guests, agents, licensees or employees. Upon the determination of any such damage, SM shall immediately notify Client, in writing, of damage. Client may, at its option, but within five business days of written notice, either repair the damage, replace the damaged or destroyed personal property or pay for the repair or replacement of such items. All repairs must be approved by Terminus.

Shake & Muddle represents and warrants that its properties, facilities and amenities associated with the event shall be in a good and safe condition, and in substantial compliance with building codes. SM acknowledges this Agreement is being entered into based upon the current condition of Shake & Muddle property and/or associated facilities and amenities to be utilized during the event. In the event of any substantial deterioration in the condition of SM property and/or associated facilities and amenities between the date of this Agreement and the date of Client's event, SM will notify Client and Client will have the right to terminate this agreement without a cancellation fee being charged. Client shall receive all recoverable refunds of deposits made prior to the date of termination relating to SM property and/or associated facilities and amenities.

8. Indemnity and Insurance: Each party ("Indemnifying Party") hereby agrees to indemnify and hold the other party ("Indemnified Party") harmless from and against any claims and expenses (including reasonable attorney's fees and costs of litigation) arising from any physical injury or damage to tangible property sustained by the Indemnified Party, except to the extent that such claims and expenses arise from the negligent acts or omissions of the Indemnifying Party or its agents, employees or contractors. During the event, and for a period of one year after the event, SM agrees to maintain insurance of the types and in the coverage amounts set forth in the Certificate of Insurance attached hereto.

9. Acts of God: SM cannot be held responsible for Acts of God, including damaging storms that result in power outages or inclement weather that results in the cancellation or altering of the event date or time. In the event of a catastrophic act, such as a tornado or fire prior to the event that affects the facility, SM has Business replacement Insurance and will absorb costs associated with relocating event to an available location.

10. Time of Essence: Time is of essence in this agreement.

11. Subordination: Client's rights hereunder are subject to and subordinate to any deed to secure debt or other security instrument now or hereafter placed upon the premises by SM.

12. Governing Law: This agreement shall be governed and construed under the laws of the state of California; PROVIDED HOWEVER, the parties agree the terms and provisions hereof shall not be construed against SM because it composed or drafted the same.

13. Written Modification: This agreement, together with any special stipulations or schedules attached hereto, constitutes the entire agreement between the parties. There are no other verbal understandings or agreement not embodied herein. No modification of any provision of this agreement, or any waiver of any provision of this agreement, shall be valid unless such modification is in writing, and signed by all parties hereto.

14. Cancellation Policy: Client acknowledges that they have read and agreed to for SM Cancellation Policy. (3of4)

15. Limitation of Liability: Except for damages arising from gross negligence, willful misconduct, fraud, or subject to a party's indemnity obligations under this Agreement, in no event will either party be liable for incidental, consequential or punitive damages and each party's liability is otherwise limited to all amounts paid by or on behalf of Client to SM.

16. Food Allergies: Any food allergies of Client or Client's guests should be reported in advance, in writing by Client, to the caterer selected for the event by Client. Client acknowledges that this is their sole responsibility just as it is the sole responsibility of the caterer to comply with food requests or notify Client that it cannot comply for whatever stated reason.

CANCELLATION POLICY:

EVENTS - SPECIAL EVENTS

(a) Should it become necessary for Client to terminate this Agreement, and the event date is greater than thirty (30) days, Shake & Muddle shall be entitled to retain any and all expenditures to date, including but not limited to contracted labor, special orders, rentals and/or proposals costs.

(b) If Agreement is terminated within ten (10) days of the event, Shake & Muddle shall be entitled to retain twenty-five percent (25%) of deposit and seek any additional expenditures to date, including but not limited to contracted labor, special orders, rentals, and/or proposals costs.

(c) If Agreement is terminated within five (5) days of the event Shake & Muddle shall be entitled to retain any deposit paid and seek any additional losses including but not limited to contracted labor, special orders, rentals and/or proposals costs.

(d) If an Agreement is drawn within forty-eight (48) hours or on the day of the event, Client agrees to pay full event costs per bid.

Should the event be cancelled by Shake & Muddle, Shake & Muddle will fully refund any deposit within thirty (30) days of the date of cancellation. If event is within forty-eight (48) hours, Shake & Muddle will reimburse or pay to Client the invoiced difference in costs and expenses that have been incurred by the Client paid to an alternative provider or providers based upon the total proposal bid. Client shall make reasonable efforts to mitigate damages and obtain substantially similar services. The caters responsibility is limited to items covered in the last accepted proposal by Client. Any additional items are at Client's expense.

EVENTS - OFF SITE EVENTS

(a) Should it become necessary for client to terminate this Agreement, and the event date is greater than thirty (30) days, Shake & Muddle shall be entitled to retain any and all expenditures to date, including but not limited to contracted labor, special orders, rentals and/or proposals costs.

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Event Date: _____ Client Name: _____ Signature: _____

Shake & Muddle Event Coordinator: _____ Signature: _____

INVOICE No.

EVENT DATE:

TODAY'S DATE:

SHAKE & MUDDLE

cocktail bar ♦ kitchen

SPECIAL EVENTS FINAL INVOICE • PAYMENT TYPE

Event Invoice

BILL FROM

Name: Shake & Muddle - Logistics Event Coordinator, Catering Specialist

Company Name: Shake & Muddle - Events Department

Street Address: 303 H Street, STE #109

City, State, Zip Code: Chula Vista, CA 91910

Phone: (619) 816.5429

Email: reservations@shakeandmuddle.com

BILL TO

Name: _____

Company Name: _____

Street Address: _____

City, State, Zip Code: _____

Phone: _____

Direct Phone: _____

Email: _____

INVOICE No.

PLEASE CHOOSE PAYMENT TYPE

CREDIT CARD

Visa MasterCard Discover American Express

First Name _____ Last Name _____

Account / CC Number: _____

Expiration Date: _____ CVV: _____ Zip Code: _____

AUTHORIZATION

I authorize the above named (business/individual) to charge the credit card indicated in this authorization form according to the terms outlined above. This payment authorization is for the goods/services described above, for the amount indicated above only, and is valid for one (1) time use only. I certify that I am an authorized user of this credit card and that I will not dispute the payment with my credit card company; so long as the transaction corresponds to the terms indicated in this form.

SIGNATURE

Cardholder Signature _____ Date _____

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INVOICE No.

EVENT DATE:

EVENT CHECKLIST

EVENT DETAILS

Date of Event: _____ Event Address: (if not at Shake & Muddle) _____
 Number of Guests: _____
 Direct Contact: _____ Event Start Time: _____
 Cell Phone: _____ Event End Time: _____

TABLE SETTINGS

QTY

- Tablecloths _____
- Napkins _____
- Dinnerware _____
- Flatware _____
- Charger Plates _____
- Glassware _____
- Salt & Pepper Shakers _____
- Water Pitchers _____
- Sugar Dishes _____
- Creamer Pitchers _____

DÉCOR / DISPLAY

QTY

- Risers _____
- Cake stands _____
- Cupcake Towers _____
- Candleholders / Candles _____
- Centerpieces _____
- Vases _____
- Table Numbers _____
- Chalkboard Signs _____
- Other _____
- Other _____
- Other _____

TRANSPORT SUPPLIES

QTY

- Food Pan Carriers _____
- Glass Racks _____
- Outdoor Coolers _____
- Food Storage Boxes _____
- Other _____
- Other _____
- Other _____

DISPOSABLE SUPPLIES

QTY

- Plastic Cutlery _____
- Paper Napkins _____
- Plastic Drinkware _____
- Appetizer Plates _____
- Cocktail Picks _____
- Foil Pans _____
- Aluminum Foil _____

SHAKE & MUDDLE

cocktail bar ♦ kitchen

CONTINUED:

INVOICE No.

EVENT DATE:

FURNITURE / SEATING

QTY

- Tables _____
- Chairs _____
- Benches _____
- Cocktail Tables _____
- Bars _____
- Canopy / Tents _____

- Other _____
- Other _____
- Other _____

SERVING EQUIPMENT

QTY

- Serving Trays _____
- Chafers _____
- Chafer Fuel _____
- Lighters _____
- Serving Utensils _____
- Food Pans _____
- Server Aprons _____
- Server Uniforms _____
- Carving Knives _____
- Heat Lamps _____

COOKING / HOLDING

QTY

- Induction Cookers _____
- Portable Grills _____
- Outdoor Burners _____
- Holding Cabinets _____

- Other _____
- Other _____
- Other _____

BEVERAGE SUPPLIES

QTY

- Ice _____
- Dry Ice _____
- Beverage Dispensers _____
- Coffee Chafer Urns _____
- Coffee Airpots _____
- Stirrers _____
- Cream _____
- Sugar / Sugar Cubes _____
- Salt _____
- Pepper _____
- Drink Mix _____
- Liquor _____
- Wine _____
- Beer _____
- Special Garnish _____
- Fresh Garnishes _____
- Dry Garnishes _____
- Garnish Sticks _____
- Garnish Clothes Pins _____
- Cocktail Napkins _____

- Other _____
- Other _____
- Other _____

CLEANING SUPPLIES

QTY

- Garbage Cans _____
- Can Liners _____
- Handwashing Stations _____
- Hand Sanitizer _____
- Cleaning Towels _____
- Cleaning Spray _____
- Broom _____
- Mop _____
- Paper Towels _____
- Rolling Cart(s) _____
- Masks _____
- Gloves _____

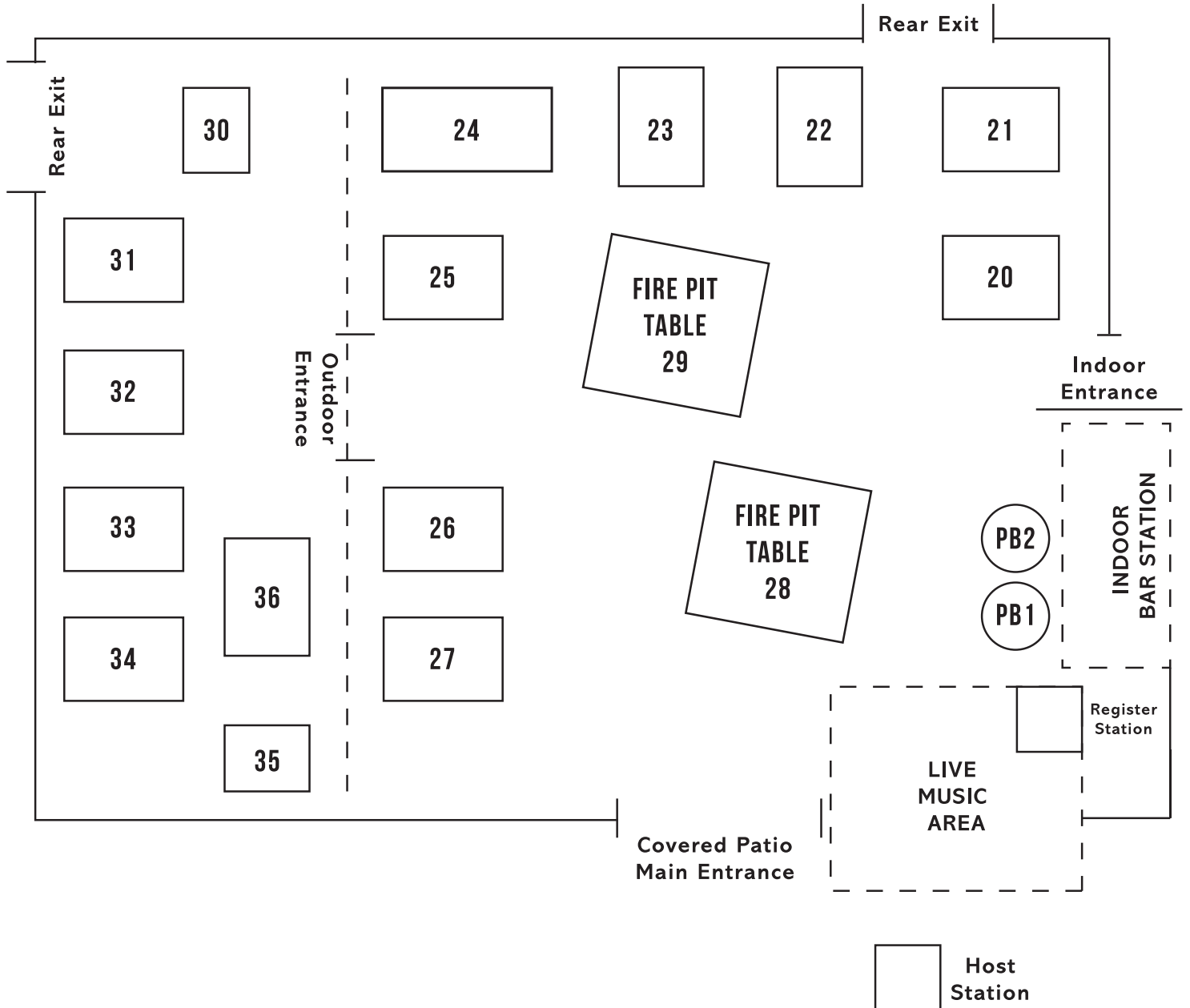
SHAKE & MUDDLE

CONTINUED:

INVOICE No.

EVENT DATE:

STANDARD OUTDOOR SEATING AND PATIOS



SHAKE & MUDDLE

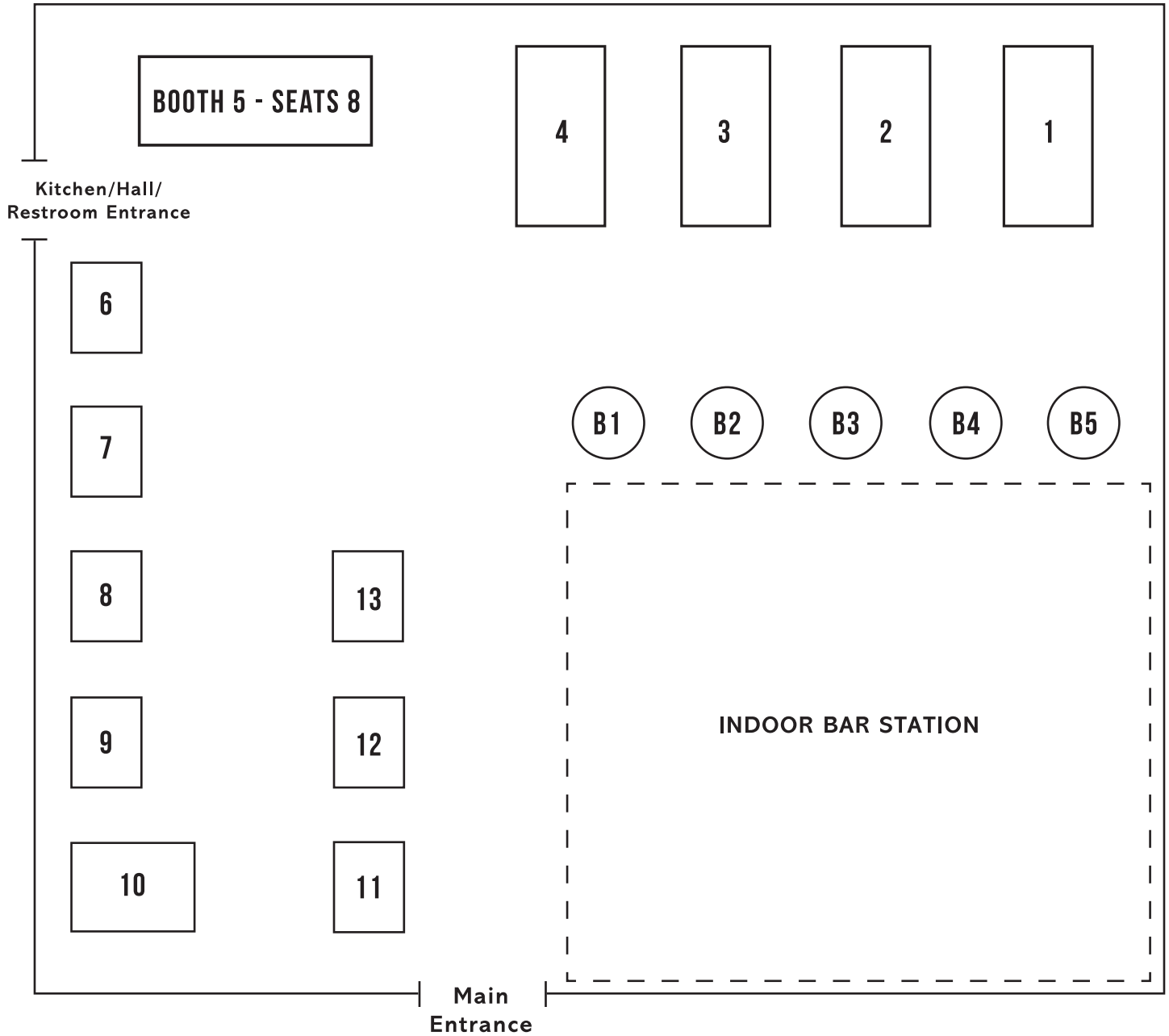
cocktail bar ♦ kitchen

CONTINUED:

INVOICE No.

EVENT DATE:

STANDARD INDOOR SEATING



SHAKE & MUDDLE

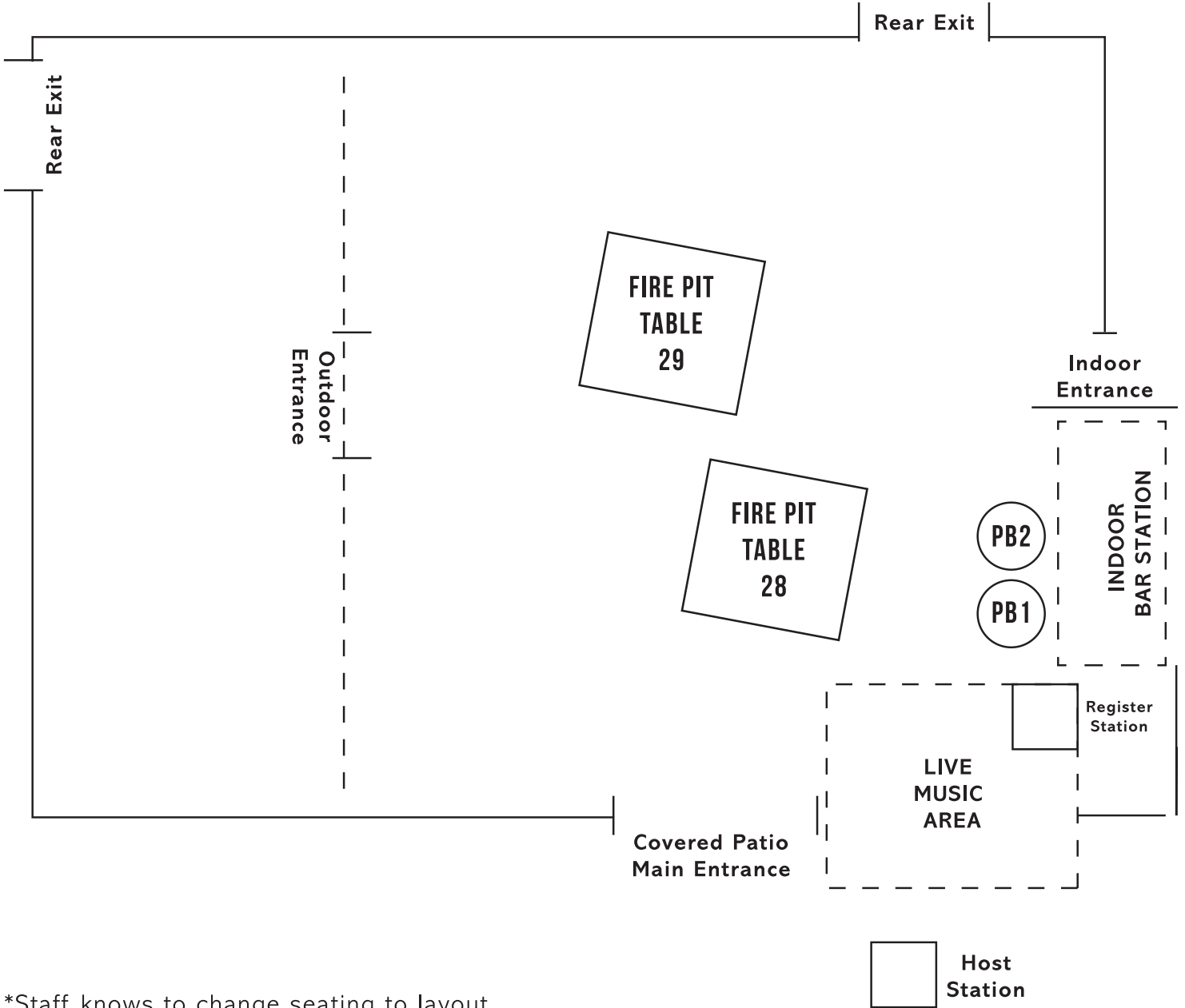
cocktail bar ♦ kitchen

CONTINUED:

INVOICE No.

EVENT DATE:

CUSTOM OUTDOOR SEATING AND PATIOS



*Staff knows to change seating to layout drawn up for this specified event. All tables and chairs to be set back to standard layout after the event has taken place.

APPROVED BY MANAGER/Maintenance: _____

SHAKE & MUDDLE

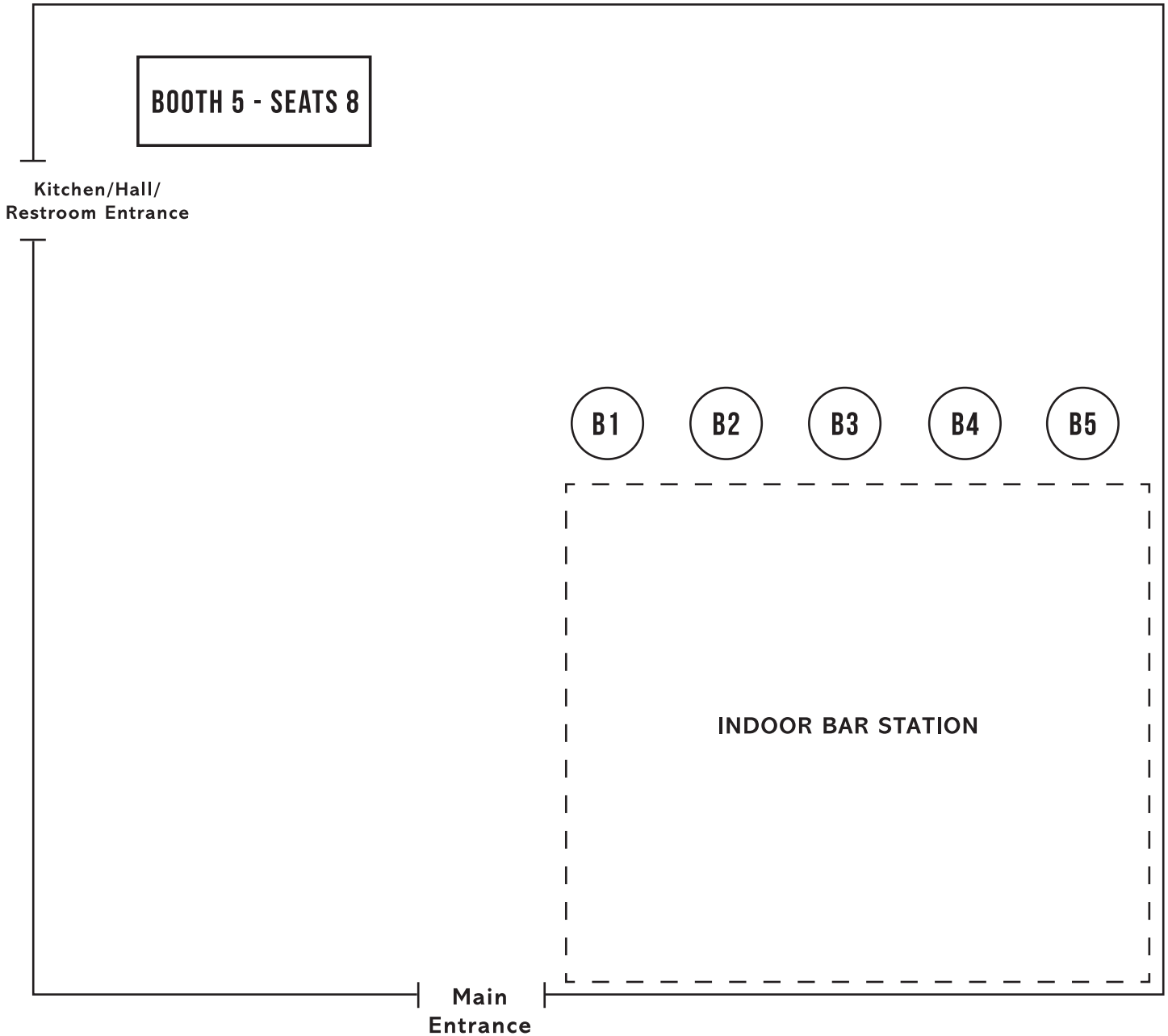
cocktail bar ♦ kitchen

CONTINUED:

INVOICE No.

EVENT DATE:

CUSTOM INDOOR SEATING



*Staff knows to change seating to layout drawn up for this specified event.
All tables and chairs to be set back to standard layout after the event has taken place.

APPROVED BY MANAGER/Maintenance: _____

SHAKE & MUDDLE

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FINAL EVENT WORKSHEETS

Event Name: _____ Event Date: _____ Event Time: _____

Celebrant #1: _____

Celebrant #2: _____

Rehearsal Date / Time: _____ Coordination: yes no

Coordinator Name: _____ Contact Phone: _____

Product Drop Off Time: _____

Guest Arrival Time: _____

Celebrant #1 Arrival Time: _____

Celebrant #2 Arrival Time: _____

Ceremony Location: _____

Ceremony Time: _____

No. # of Guests: _____

No.# of Children: _____

No # Vendors: _____

NOTES:

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SHAKE & MUDDLE

Optional Final Event Service Providers & Itinerary

Servers / Staff Assigned to Event: _____

Bar Offerings: _____

Bar Tenders Assigned to Event: _____

Additional Entertainment or TV's: _____

Music / Musician(s): _____

Photographer: _____

Dessert: _____

Cake: _____

Florist: _____

Additional Rental(s): _____

Heater(s): _____

Uber / Lyft Car Service: _____

NOTES:

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SHAKE & MUDDLE

Final Event Details

Welcome Table

Easel Needed: *yes* *no*

Favors / Place Setting

Assigned Seating Details

Centerpiece

Gift Table

Cake Flavor / Cake Stand / Dessert Details

Linen / Napkins

Color: _____
Material: _____
Quantities: _____

Add. Set-Up Details

Wheelchair _____
Highchair _____
Booster Seats _____