

PAPERLESS - TERMS AND CONDITIONS
THE SUNSET MALIBU EVENTS DEPARTMENT

PLEASE SIGN THE TERMS AND CONDITIONS AGREEMENT AND KEEP A COPY OF THIS FOR YOUR RECORDS.

AGREEMENT PAGE (TERMS AND CONDITIONS)

Please see the Terms and Conditions **Agreement** page to sign your approval that you have read and understand all of the information below. This must be signed off on in order to ensure the status of your event. If you do not have this already please contact the Events Department to receive the agreement page.

ALCOHOL/BAR/BEVERAGE

Per Los Angeles County of Beaches & Harbors alcoholic beverages and glassware are not permitted on the beach or outside the establishment premises. The Sunset Restaurant does not serve any alcoholic beverage to the beach or allow any to leave the restaurant even in plastic cups. In the event your guest do not adhere to this law/policy, The Sunset Restaurant will hold you as the client responsible for any damages and harm caused by this matter not handled. The Sunset Restaurant does not assume liability for any guest leaving the restaurant with an alcoholic beverage if you as the client do not supply security to enforce this law or to make your coordinator/guest(s) aware of The Sunset Policies. The California State Liquor Commission regulates the sales and service of all alcoholic beverages. The Sunset is responsible for the administration of these regulations, therefore policy indicates that no super alcoholic beverages (hard liquor) be brought into the restaurant for a private event. You are allowed to bring in your own champagne or wine at a \$15 corkage fee for each bottle opened. The Sunset does not allow wine/champagne/or any type of bottle left on any tables during service and poured by your guests. All beverage service is to end one half hour prior to event end time.

CAKE

Your cake must be delivered on the day of the event. The Sunset is not responsible for the storage or handling of the cake prior to service.

CANCELLATIONS

Both Reservation fees (First Deposit & 2nd Deposit) are non-refundable but may be transferred one time to another newly scheduled date, so long as that date falls within six months of your original date, and notice is given at least three months prior to your scheduled event. In the event that you cancel your private event within three months of your schedule date, your deposit is non-refundable and non-transferable. Transferred deposit fee can be used towards a private event only and cannot be used as payment toward dinners at the restaurant or any credit tab at the bar. If you decide to cancel and transfer your date/deposits, you are guaranteeing 80% of the minimum guest count noted on your original agreement and your NEW contract will reflect this number with any new published pricing and charges. (i.e. 120 guest count x 80% = 96 guests). You will be charged the new published rates with any transfer and the 80% of the minimum total guest count given

the time of booking noted on your original catering agreement. Any subsequent payments toward the balance due besides these two amounts will **not** be refunded or transferred upon cancellation.

CEREMONY SET UP

Ceremony Beach Package includes white garden chairs, wood staging with white (velon runner wrapped around 4'x4' wood), permits per the State of California Beaches & Harbors and Insurance for the entire space (width is between no parking signs in front of the restaurant on beach side and depth is 40' measured from where the pavement meets the sand). In the event you need to hold a wedding rehearsal on the beach The Sunset will need to approve the date and time before it may occur. Items not allowed on the beach without a special permit are tent structures. Items not permitted on the beach at all times are any type of flame, flower petals, rice, food, alcohol, glass, etc. On the day of the event; the procession line-up is set on the beach side as the bride and her escort is the only one that is allowed to walk from inside The Sunset. This is mandatory as we may not stop traffic for a procession. The Sunset will supply a gift table(s) for your event. The Sunset is not responsible for assisting in taking the gifts from your guests or moving the gifts and transporting them to their designated areas. The Sunset is not liable for any damages/losses with regards to gifts.

FACILITY FEES & EQUIPMENT RENTALS

The Events Department will quote Facility Fees and/or Set-Up Fees for all our private dining rooms and event space at the time of your booking and final contract meeting. Facility fees will vary depending on the room(s)/ space(s) and times reserved and are subject to 20% service charge and applicable sales tax. Included in your facility fee are tables, chairs, china, flatware, glassware, and 85" square white linens (they do not hit the floor on all sides of the table). A variety of specialty china, flatware, linens, and chairs are available for rental if desired and will be an additional cost and arranged with the Events Department.

FEES/DEPOSTS/PAYMENT SCHEDULE

The Grand Total does not include security, decorations, entertainment, florist, or any other extra services that have not been listed in your final contract. The Sunset Restaurant reserves the right for security to be staffed at your event and this will be an additional charge to the contract. A 10% non-refundable deposit or \$1,500 (whichever is greater) is due for booking. A second 40% non-refundable deposit is due (4) month(s) prior to your event. In the event your event is booked within (4) months to the event date; 50% non-refundable deposit is due at signing. The remaining balance according to the contract is due fourteen days before your event. Any additional costs will be charged at the conclusion of your event on that particular day and be charged to the **Credit Card on File** submitted to the events department at the final meeting or 30 days before your event. All events must provide a credit card to be held on file to secure any charges to be added on the day of your event.

FOOD

There is no substitutions for any dish on the evening of as well as no menu items are packed "to go" for private events.

The Sunset Restaurant is not responsible for any food related sickness to your guests in the event you contract outside caterers or bring in homemade dishes. All outside caterers must submit proof of insurance and food items must be pre-approved by The Sunset. **Tastings:** Are available at a cost to you and may only be scheduled during the week Tuesday or Thursdays at 5pm. Please contact the Events Department for more information.

GUEST COUNT

All guest counts of 20 or more must submit exact counts on dishes to the Events Department at the 30-day mark/final meeting before your event. The client is responsible for submitting the floor plan as to the positioning of each dish as well as the counts for each table. In the event of the client not submitting this number, The Sunset Restaurant reserves the right to make the dish into a combo plate and charge the additional \$10 per person for the food cost. Any guest count over 122 will only be booked as a combo plate/or buffet. The Sunset will charge it's published per person rate for any additional guest in excess of your final count plus service charge and any taxes that incur. In the event that the number of guests attending is below the minimum guarantee, you still will be charged the guarantee amount, as it will be payable 14 days before your event date. In the event that your guest count on the evening of increases to more than 10 guests; The Sunset reserves the right to charge you an additional room fee to accommodate your guests in the event that your number is more than the fire code set for each room. Any guest count over 150 will need to secure a tent for a sit-down dinner.

MUSIC

Beach Music: Amplified Music is allowed to play during the outdoor ceremony and must be pre-recorded music. There is no amplified pre-recorded music to be played before or after the ceremony outside on the beach. All pre-recorded music is to be powered by the client or their vendor using a silent generator. Non-Amplified music is limited to four musicians and must be non-amplified. All "live" musician(s) or instrument(s) must be non-amplified. There is absolutely no exception to this law as the County has set this forth to The Sunset. **Reception Space Music:** All guest counts less than 120 are limited to a 4-piece band or DJ for entertainment. Any guest counts over 120; please speak with the Events Department. Any DJ or musician must agree to the managements sound check requirements. Music must end half an hour prior to your contracted end time. All music must end by 1am. The sound ordinance in Malibu for outdoor music must end before or by 10pm.

STAFFING

The Sunset Restaurant reserves the right to charge you an extra service fee for staffing if your service charge does not cover the amount needed to staff your event and for any overtime charges past your end time on your final contract. For every 24 guests, The Sunset will staff one waiter. For Bah and Baht mitzvahs extra staff is required and will be added at the discretion of The Sunset.

TENTING

Tenting can only be secured three months prior to your date. You are subject to the pricing of the structure, fees, permits, and any other additional costs that is required by law for a tent to be assembled. The Sunset Restaurant is the only company that can build the tent. For every tent built; there will be a mandatory restroom contracted in the parking lot as The Sunset with a tent structure is not held liable due to septic systems for guest counts over 150. The restroom contracted will serve as the restroom for the event guests during reception. The end time for music in the tented area is 10pm.

TIMING

Tenting is limited to space(s) reserved. The end time is noted on your contract. All music is turned off and bars will be closed one half an hour before this contracted time. Your contracted end time means that all guests must have exited the building by this time. Your vendors have one half hour to exit the building. If you need more time for breakdown please out a special request in with the Events Department. If you would like to add time to your event it is available at the cost of \$950 plus 20% service charge for staff overtime.

VALET

Valet is provided for an additional fee and is mandatory. It is part of your contracted agreement. The cost of valet is \$150 per attendant for every 25 guests. No Exceptions. In the event you are a private event under 20 guests, your valet charge will be the published price per car for a maximum time of 3.0 hours. Any time over the 3.0 hours, you or your guests will incur an additional cost. In the event a tent structure is built in our parking lot; valet attendants needed for size of tent/ guest count will be noted on your final contract and will be more than the 1 per 25 guests due to this structure. Any guest counts over 120 will be required to shuttle guests in. 1 Valet is assigned to your event with shuttle service.

VENDORS/OUTSIDE ITEMS/DÉCOR brought in

The Sunset Restaurant is not responsible or held liable for items missing, damages or any other matters concerning all parties including outside deliveries and outside vendors contracted by (you) the client. The customer/client will be held liable for any damage caused to the restaurant's property by their guests and any third party (photographers, musicians, florists, etc.) contracted by the customer. The customer/client agrees to indemnify and hold harmless the restaurant, its officers, employees, agents, and other affiliate entities, against claims, losses, damages, including expenses, incurred by the customer, their guests, or subcontractors, while using the restaurant premises, except due to the restaurant's negligence. It is the client who will be responsible for their subcontractor's negligence with the property of 6800 Westward Beach Road, Malibu, CA. In the event that items are left over after your event, The Sunset Restaurant will not be held liable for any missing items, damaged, or loss and you will be charged an additional \$500 by The Sunset. In the event one of your vendors leaves trash on site or in any rooms; you will be subject to a \$300 clean-up labor fee. All outside vendor(s) need to submit a waiver form provided by The Sunset and proof of insurance once a year. *All vendors are allowed 2.5 hours of setup time prior to guest arrival in the Event Room. The beach has a 1.5*

hour set-up time prior to guest arrival and the Patio & Lounge have a half-hour set-up time to guest arrival. The North & South Room has a 2 hour set-up time. If the client wishes to have more time to setup due to theme parties, silent auctions, etc.... The Sunset Events Department must be advised when booking the function. Lighting Designers must notify The Sunset of set up and power need prior to event. **Items not allowed:** No confetti, sparklers, rice, birdseed or glitter may be used on the premises for any purpose. Sand must be contained if you are decorating tables in the reception area. All candles must be in a votive or hurricane that covers the flame and measures 2 inches above the flame. Items may not be attached to any stationary wall, floor, window, or ceiling with nails, staples, tape, or any other substance.

WEATHER

The Sunset Restaurant cannot be held responsible for inclement weather in any way or acts of god. Any disputes or controversy, claim arising out of or relating to this contract shall be resolved through binding arbitration.

WEDDING/EVENT COORDINATOR

A professional day of coordinator is required for all weddings/events and needs prior approval by the Sunset Catering Manager. The coordinator position cannot be filled by friends or family, even with prior experience. All other event, coordinator's WILL BE assessed on a CASE-BY-CASE basis at our discretion. The coordinator must be present at the final meeting. For the All Inclusive Wedding Package Mindy Roderick is the mandatory day of wedding coordinator. Please ask The Sunset for her contact information. You as the client are responsible to relay and copy all of the information given to you by The Sunset with regards to policies and contracts. In the event, you do not have a an event/wedding coordinator present to follow your contracted room times, organize your processional ceremony order, submit a timeline for the reception, organize and direct your guests according to your timeline and coordinate with your outside contracted vendors for all deliveries and set-up: there will be an additional charge of \$1,500 that will be due prior to your event.

Please hesitate to contact us if you have any further questions.

Many thanks

THE EVENTS DEPARTMENT
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