



## BREFFNY'S PRIVATE FUNCTION ROOM RENTAL AGREEMENT

Breffny;s Private Function Room is located on the 2<sup>nd</sup> Floor of O'Rourke's Bar & Grill  
 23 Peck Lane  
 Warwick, RI 02888  
 General info: (401) 228-7444  
 Event Coordinator, Laurie O'Rourke: (401) 499-7061  
 Website: [www.orourkesbarandgrill.com](http://www.orourkesbarandgrill.com)  
 Email: [lorourke2@verizon.net](mailto:lorourke2@verizon.net)

### AGREEMENT

This Agreement is between \_\_\_\_\_, "Renter," and O'Rourke's Bar & Grill, Inc., "O'Rourke's." The Room to be let is located on the second floor of O'Rourke's Bar & Grill.

### EVENT INFO

Date of Function:	Date of Food Guarantee amount due:
Event Type:	Estimated # of Guests:
Time of Function: (start)	(end)
Responsible Party Name:	
Alt. Contact Name:	
Mailing Address:	
E-mail Address:	
Telephone Number:	
Fax Number:	
Referred by:	

O'Rourke's agrees to rent Breffny's Function Room to \_\_\_\_\_  
 \_\_\_\_\_ (Renter) for the Event specified under the Event

Information portion of this rental agreement, for the amount shown below.

**There is a minimum rental/banquet fee of \$ 500.00.**

**ROOM FEE:** A Room Fee of \$ 300.00 is required in addition to a signed contract to secure the event Date. THIS IS NOT A REFUNDABLE DEPOSIT, IT IS PART OF THE TOTAL FEE CHARGED FOR BANQUET SERVICES. The total Balance due for this event is due on the Function Date. The total fee will be the total of the \$ 300.00 room fee together with the banquet meal order charges, applicable taxes and gratuity.

**TAX:** A 7% RI State Sales Tax and a 1% Local Food and Beverage Sales Tax will be added to the final bill.

**GRATUITY:** A 20% Gratuity taxable charge will be added to the final bill.

**TIME:** Banquet space is contracted for five hours. All evening functions must conclude at or before midnight. No Music is allowed after 11:00pm.

**CAPACITY:** Breffny's can accommodate seating for up to 60 people comfortably. The Room contains a 13 seat fully functional Bar and table seating arrangements, with beautiful views of historic Pawtuxet Cove.

**CATERING:** No outside catering is allowed under this Agreement. Any food/banquet purchased for the event shall be provided through O'Rourke's Bar & Grill under the Menu Order/Banquet Agreement.

**FOOD GUARANTEE:** The Balance of final Food Guarantee (number of expected guests) is due no later than five days prior to the event. This Number will be considered a guarantee for which the Renter will be charged, even if fewer guests attend the event.

**DECORATIONS:** No staples, tacks, pins, or nails may be used to affix decorations. No adhesive tape of any kind can be used on the Event Room ceiling, walls, furniture or carpet. Renter is responsible for installing and removing all decorations during the designated times. Renters should familiarize themselves with fire extinguisher locations.

No confetti.

**EQUIPMENT RENTALS FROM OUTSIDE COMPANIES:** O'Rourke's Bar & Grill assumes no responsibility for any rental equipment brought to the Event. Rental equipment must be delivered and picked up on the day of the event, unless special arrangements have been made. O'Rourke's Bar & Grill, inc. , or Breffny's will not accept delivery without prior arrangements through the Facilities staff. Deliveries of all event decorations and party items are only permitted within one hour prior to the event unless other arrangements are made with the Event Coordinator.

**MUSIC POLICY:** Music equipment and D.J.'s must set up before the event and break down immediately following the event. Musicians must supply all of their own equipment: extension cords, amplifiers, microphones, speakers, etc, and are responsible for moving their equipment on and off the premises. O'Rourke's is not responsible for instruments/ equipment left on the premises before or after the event, or lost or stolen items.

**PARKING:** O'Rourke's does not own a private parking lot. Parking is available throughout the neighborhood surrounding the premises. O'Rourke's is not responsible for tickets incurred by guests parking in "No Parking" areas. Renter and guests are urged to speak with the Event Coordinator, Laurie O'Rourke, about parking availability and/or restrictions.

**PERSONAL PROPERTY:** O'Rourke's will not assume responsibility or liability for personal property and equipment brought onto or left on the property.

**RESPONSIBILITY FOR DAMAGES:** The Renter and/or authorized representatives will be responsible for **any** damages done to the facility during the period of rental, including outside vendors, contractors, and attendees.

**SIGNS AND BANNERS:** Only one (1) sign in front of the meeting/function room is acceptable. Signage should be of professional quality and approved by the Event Coordinator. No signs, posters, banners, or printed material will be allowed to be pinned, taped, or affixed in any way to doors, walls or ceilings.

**STORAGE:** Customers or contractors cannot use O'Rourke's or Breffny's public areas and service hallways for storage of supplies or equipment.

**FORCE MAJEURE:** Neither party shall be liable in damages for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to natural disasters (ex, earthquakes, tornadoes, fire, hurricanes, floods), government authority, acts of terrorism, labor disputes, or any other act outside the control of O'Rourke's Bar & Grill, Inc., and the signed parties.

### BANQUET ORDER SUMMARY

Food Order	Unit Quantity	Price Per person	Sub total
<b>Subtotal Food</b>			<b>\$</b>
<b>Room Fee</b>			<b>\$ 300.00</b>
<b>7% Sales Tax</b>			<b>\$</b>
<b>1% Local Tax</b>			<b>\$</b>
<b>20% Gratuity</b>			<b>\$</b>
<b>TOTAL BALANCE DUE</b>			<b>\$</b>

**INDEMNIFICATION:** The Renter, their successors and assigns, hereby indemnifies and holds O'Rourke's Bar & Grill, Inc., its officers, directors, members, employees, agents, successors and assigns, free and harmless from and against any and all claims, actions, damages or expenses, including reasonable attorneys' fee and any such fees to enforce this indemnification, for which O'Rourke's Bar & Grill, Inc., its officers, directors, members, employees, agents, successors and assigns may become liable or incur in connection with any matter associated with Renter's use of the facilities for the event listed above.

I/We, the undersigned, hereby acknowledge that I/we have read, understand and agree to all of the terms and provisions of this Agreement and that services provided under this Agreement are expressly limited to those set forth above and that the charges and terms are acceptable, In the event of litigation to collect sums due hereunder, O'Rourke's Bar & Grill, Inc., shall recover reasonable attorneys' fees, in addition to all damages and remedies available under applicable law.

Signed:

Renter,

\_\_\_\_\_

By:

Title:

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