



Le - Nguyen Wedding Ceremony and Reception

Sunday, July 23,
2023

AGREEMENT

CONTACT: Linh Le

SALES MANAGER: Tom Ham's Lighthouse
Banquets

EMAIL: linhle Khanh11@gmail.com

EMAIL: banquets@tomhamslighthouse.com

PHONE: 4422027648

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EVENT SUMMARY

Day	Date	Time	Areas	Event Type	Guests	Gtd	Event F&B Min
Sunday	7/23/2023	6:00 pm – 12:00 am	Ceremony site and California Room		100		\$6,500.00

BILLING NOTES

- Contract & Initial deposit of \$1,300 due by 7/17/22
- 2nd deposit of \$3,250 due by 1/23/23
- 3rd deposit of \$1,950 due by 6/23/23
- 100% of total estimated costs due by 7/13/23
- Final balance due immediately following the event

GENERAL NOTES

Wedding of Linh Le and Minh Nguyen

Packet: Wedding 2023A

- Final menu information due by 6/23/23
- Final guest count due by 7/13/23

TIMELINE NOTES

6:00pm - Ceremony Starts

11:30pm - Bar and Music Stop

12:00am - Event Ends

FOOD NOTES

(#) Tray Passed & (#) Stationed Appetizers. Package - Plated or Buffet.

BEVERAGE NOTES

Bar: TBD.

Champagne/cider toast included. Coffee, tea, iced tea, soda, and water included.

SETUP NOTES

Linen: TBD **Napkins:** TBD (fold)

Ceremony - See Layout. Water Station. DJ table.

Reception - See Layout. Cake table.

ROOM AND STAFF CHARGES

Qty.		Price	Total
1	CEREMONY ON PROPERTY	\$1,000.00	\$1,000.00
			Total
Other Charges			\$1,000.00
Subtotal			\$1,000.00
Service Charge			24.0% \$1,800.00
Surcharge			0.0% \$0.00
Tax			7.75% \$720.75
Grand Total			\$10,020.75
Initial Deposit			Paid 7/18/2022 -\$1,300.00
Second Deposit (Due 1/23/2023)			Unpaid \$3,250.00
Third Deposit (Due 6/23/2023)			Unpaid \$1,950.00
Estimated Amount Due			\$8,720.75
F&B Minimum			\$6,500.00 Total \$6,500.00
			-\$0.00 Met



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TERMS AND CONDITIONS

TERMS & REGULATIONS

Please read and initial each statement

OR Electronically sign document after reviewing each statement by approving the event proposal via Gather.

___ This Event Contract Form confirms your reservation for the above date, time, room and "Food & Beverage Minimum".

___ The "Food & Beverage Minimum" is the total amount of dollars spent on hosted food and hosted beverages. The "Food & Beverage Minimum" excludes the 24% service charge, current California sales tax, extra hour fees, portable bar fees, ceremony fees, & all other extra fees. If the "Food & Beverage Minimum" is not met by the end of the event, the difference will be charged as a "Room Fee" & 24% service charge & current California sales tax will be applied. Please note: you will be charged for the Final Count, "Room Food & Beverage Minimum" or Final Attendance, whichever is greatest.

___ Please take note of the "Menu Due Date" as well as the "Final Count Due Dates" for deadlines.

___ The event estimate is based solely upon the food and beverage minimum and reflects the minimum expenditure for the event. The actual cost of the event may exceed this amount depending on the final number of guests, the menu, and bar packages selected.

Food & Beverage

___ Engager agrees not to bring food or beverages to Tom Ham's Lighthouse without prior written approval.

___ No hard alcoholic beverages are permitted at the event other than those provided by Tom Ham's Lighthouse. Tom Ham's Lighthouse reserves the right to confiscate any unpermitted

alcoholic beverages found at the event. Any persons found in possession of any unpermitted alcoholic beverages will be escorted off Tom Ham's Lighthouse property. Any party favors containing alcohol may not be opened or consumed during your event.

___ The engager agrees to abide by all applicable California State alcohol beverage laws. Tom Ham's Lighthouse does not permit the consumption or service of alcoholic beverages from staff members or guests to anyone under the age of 21 or anyone without proper identification. The engager will be notified of any and all problems regarding the consumption or service of alcohol. If the problem(s) persist, all bar service will close.

___ Tom Ham's Lighthouse will gladly explore special beverage requests. The Engager will be responsible for the purchase of all special beverage requests fulfilled by Tom Ham's Lighthouse.

___ A minimum sale of \$500 (exclusive of service charge and sales tax) is required for non-hosted bars. Guests must spend a guaranteed amount of \$500 at the bar. If the amount is not reached, the difference is charged to the client as a bartender fee. These fees are not applicable towards the Food and Beverage Minimum.

___ Bars for all events must close 30 minutes prior to the event end time.

___ The Chef provides enough food on buffets for everyone in the event to make one trip through the line. Buffet packages are not all you can eat. Any food left after everyone has been served will remain in the room for a maximum of an hour and a half after the scheduled serve start time. Tom Ham's Lighthouse prohibits any and all leftover food or beverage from leaving the premises. NO OUTSIDE FOOD IS ALLOWED other than cake and/or desserts.

___ If you are choosing a served meal and will offer more than one entrée to your guests, you will need to get pre-orders of each meal & provide meal counts seven (7) days prior to your event. Visible meal indicators must be provided for each guest during the event to indicate which meal the guest has ordered.

___ Your final guest count is due seven (7) days prior to your event. This date is noted on your Event Summary. Come the end of the event, you will be charged whatever is greatest of the following: Final Count, Room Food & Beverage Minimum or Final Attendance. Extra or leftover food at the end of the event will not be permitted to be taken to go, paid for or not; please make your counts as accurate as possible.

Banquet Event Orders (BEO)

___ Final menu selections are due one (1) month prior to the event date. Tom Ham's Lighthouse will send Engager the details of Engager's function (menu, setup, prices, etc.) on a BEO approximately twenty-one (21) days prior to the date of the function.

___ Engager agrees to sign and return the BEO, with written corrections if any, as soon as possible but no later than seven (7) days prior to the event. If Tom Ham's Lighthouse has not received the signed BEO back by such time, the BEO shall be deemed correct as transmitted, and

the BEO shall then become part of this Contract.

Guarantee

___ At least seven (7) days prior to the date of the function, Engager shall notify Tom Ham's Lighthouse as to what the actual expected number of attendees is, and that number shall become the guaranteed number.

___ After the guarantee is determined, Engager may not lower the guarantee, but may increase it by notifying Tom Ham's Lighthouse at least seventy-two (72) hours in advance of the start of the function.

___ Tom Ham's Lighthouse will attempt to accommodate any increase in the number of attendees over the original expected number, 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.

Menu Pricing

___ The cost estimate will be based upon food and beverage prices in existence at the time the menu is prepared. Menu items are subject to change, and Tom Ham's Lighthouse will notify the Engager of any change.

___ The signed contract and initial deposit will confirm the per person pricing and menu in existence at the time that both are received.

___ Differentiating menu prices are based on the time the food is served. Lunch prices are applicable for food service before 4 PM. Dinner prices are applicable for food service after 4 PM.

General & Safety

___ Engager agrees to conduct an orderly function, in compliance with the rules of Tom Ham's Lighthouse, as well as all applicable laws and regulations.

___ Tom Ham's Lighthouse, in its sole discretion, may exclude or eject from the function and from the premises any persons not conducting themselves properly.

___ In order to maintain its high standards of guest service, Tom Ham's Lighthouse reserves the right to approve any outside contractors/vendors retained by Engager to provide services on Tom Ham's Lighthouse premises in connection with this Event.

___ Music and/or Musicians playing indoors or outdoors must comply with requests from Tom Ham's Lighthouse pertaining to size, beginning and/or ending time, decibel level, appropriateness or the handling of any complaints from Tom Ham's Lighthouse, REGARDLESS of who contracted the music or musicians.

___ Engager accepts full responsibility and costs for any damage or loss to Tom Ham's Lighthouse

property (as well as any surrounding property) caused by Engager, Engager's Guests, or Engager's Vendors and their contractors, agents or assigns, including but not limited to any labor required to repair or replace any damaged property.

___ Tom Ham's Lighthouse does not guarantee storage and is not responsible for items left at Tom Ham's Lighthouse after events. Tom Ham's Lighthouse does not store perishable items.

___ The California Room & Harbor View Room are two (2) separate spaces. When only booking one (1) room, the other room will be available for other groups to book. If you do not book both rooms for your event in all likelihood there will be another event taking place in the room you have not booked. We do not do 1st right of refusals on the other room. The ability of adding the other room in the future is not guaranteed. If there is a chance you may want to book both rooms, we will need to know at this time so we can draft the appropriate contracts and deposits.

___ Tom Ham's Lighthouse is a non-smoking facility and adheres to all California State Smoking Laws. Smoking is permitted in designated areas (i.e. the outdoor front entrance and parking).

___ All minor children must be supervised and accompanied by a parent or adult. Children may not leave the banquet rooms without adult supervision. They may not climb on stairs, railings or furniture.

___ Any change to your contract must be in writing. Changes after three (3) working days prior to your event will not be honored. We will attempt to accommodate any last minute changes if we are able to, but it is not guaranteed.

Event Times

___ Your event start and end times are as indicated on the page one (1) of this contract.

___ All music must end 30 minutes prior to your scheduled end time. Tom Ham's Lighthouse must be notified of any live musicians, bands, etc. contracted for your event.

___ Events may go longer than the normal package time length if there is time available in the day's schedule. All extended time must be authorized by the Banquet Manager and must be in writing on your BEO at least one week prior to your event. A labor charge of \$800 per additional hour added beyond the normal package time will be added to your bill. This labor charge is not applicable for the Food and Beverage Room Minimum and will be assessed a 24% service charge as well as the current California state tax.

___ You will have access to the room at least (1) hour prior to your scheduled event time for set-up and (1) hour after the event conclusion for tear-down.

Set-Up and Tear-Down / Decorations

___ Tom Ham's Lighthouse will set-up and tear-down all the necessary tables, chairs, linens, silverware, etc. that is provided by Tom Ham's Lighthouse for your event.

___ Entrances and exits must be kept clear at all times.

___ All candles must be enclosed with the flame being no higher than 1 inch from the top opening of the candle holder. Candelabras and other open flames are not permitted. Sparklers are illegal in the City of San Diego.

___ We do not allow any nails, staples, tacks or tape on the walls, chandeliers, or woodwork inside or on the patios. Also, confetti and loose glitter is not allowed on the property. Please advise your decorator of this when deciding on your décor. This includes the mirror frames.

___ You are responsible for removing all decorations at the conclusion of the event. Tom Ham's Lighthouse is not responsible for anything left from the event. Anything that is left will be disposed of and may be subject to a cleaning fee.

Vendors

___ Please inform all of your vendors that they are responsible for their property and it should never be left unattended.

___ Please notify the banquet manager of all rental linens from an outside vendor to make arrangements for their delivery. We request these be delivered at least one-day prior to your event and picked up at the conclusion of your event. Tom Ham's Lighthouse is not responsible for outside linen(s). Chair covers are to be put on and removed by the vendor or your own event support staff.

Weddings & Ceremonies (only applicable to weddings)

___ We do not offer a Bridal changing room. The restrooms are public facilities. Please do not leave any personal items unattended in the restrooms. Tom Ham's Lighthouse is not responsible for lost or stolen items.

___ Any items on the patios or ceremony garden which are light enough to be picked up by wind and blown into the bay must be natural products. We do not allow silk flower petals, bird seeds or rice. Real candles are not allowed at the ceremony site.

___ Your wedding ceremony will take place at your event start time which is normally 10:00 AM, 4:00 PM, or 6:00 PM and you have access to the ceremony garden for up to (1) hour. You will be allotted (1) additional prior to your event start time for setup at the ceremony garden.

___ Wedding ceremonies on our Ceremony Garden are permitted at an additional fee and notification must be given to the Banquet Manager at the time of signing your contract and BEO. The ceremony setup fee includes the set-up and tear down of white patio chairs, water station, extra necessary tables, and aisle runner. The maximum number of chairs is 230. Wedding ceremonies with an attendance greater than 230 will require some guests to stand. Please address any and all questions regarding space to the banquet manager. The ceremony setup fee is not applicable for the Food and Beverage Room Minimum and will be assessed a 24% service charge as well as the current California state tax.

___ We do not have a wedding coordinator available on-site. Our Events Department will assist you in the planning of your food and beverage. Rehearsal and day-of coordination for the ceremony, favors and décor set-up and teardown would need to be coordinated through an outside party, whether it be your vendors, friends, or a wedding coordinator.

Performance

___ This Contract is contingent upon the ability of Tom Ham's Lighthouse to perform, and is subject to 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 impracticable for Tom Ham's Lighthouse to perform due to circumstances beyond its reasonable control.

Payment

___ A 24% service charge & current California state tax will be applied to all hosted food, beverage and miscellaneous charges. The service charge is not a gratuity, and is not directly paid to the service staff. The service charge allows us to pay significantly more than the minimum wage to the service staff, as well as other operational and administrative expenses. Please note that the 24% service charge is subject to California States sales tax, based on California State Regulation 1603(f).

___ 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 Tom Ham's Lighthouse option, result in cancellation of this Agreement at any time without prior notice. All payments made within seven (7) days of the event must be paid by either cashier's check, physical credit card, or cash only. At the close of the function, Tom Ham's Lighthouse 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 on the day of the event. If paying by credit card, the physical credit card must be provided to process the transaction.

___ The final bill may be paid in cash or with MasterCard, Visa, or American Express. Credit cards offering a discount or discounted Gift Cards (i.e. Costco/Synergy Gift Cards) are not valid for final payment or at the banquet bars.

___ Tom Ham's Lighthouse requires a credit card on file regardless of preferred method of payment.

___ All deposits and pre-payments made to Tom Ham's Lighthouse are non-refundable and in the event of a cancellation all deposits and pre-payments are forfeited.

Over-Payment

___ In the event of over-payment by the Engager to Tom Ham's Lighthouse, Tom Ham's Lighthouse will refund the overpaid amount to the client via check or credit card within twenty-

one (21) business days.

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, Tom Ham's Lighthouse is authorized to charge said payment on Engager's credit card account on the Credit Card Authorization Form on file.

Cancellation

___ Any cancellation by Engager must be in the form of a written notice and such cancellation shall be deemed to be given upon receipt of such written notice by Tom Ham's Lighthouse. The parties agree that in the event the function is cancelled, it will be difficult to calculate the actual monetary losses incurred by Tom Ham's Lighthouse. Accordingly, in the event of cancellation, Engager may cancel the event without liability beyond any collected non-refundable deposits

COVID-19 Policy

___ All deposits paid to Tom Ham's Lighthouse are non-refundable. If Tom Ham's Lighthouse is forced to be closed due to a government or health department mandate due to COVID-19, the client is entitled to receive a refund of 75%-90% of the deposits received or may postpone. The actual amount refunded will depend on how far along in the planning process we are. If the client needs to postpone the event due to COVID-19 restrictions, the client may postpone their event for up to one calendar year from their original event date and all deposits would be applied to the new event date. Postponements will be handled within 3 months of the current event date.

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 attorney's 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 on page 1 of this Agreement, shall be in writing. No prior agreement, representations, or understandings exist between the parties to this Agreement except as set forth herein or contained in a subsequent modification signed by both parties.

By Electronically Approving or Signing this Event Proposal, you acknowledge that you have read and agree to all of the terms and conditions listed in the Event Summary and Event Policies.

If sending the contract back via mail, fax, or in-person, please initial each statement and sign below.

A signed copy of this contract MUST be in our files prior to the operation of this function.

Client Signature

Printed Name: Linh Khanh Le

Signed: 11/18/2022 at 10:25 am

Linh Khanh Le

Wedding of Linh Le and Minh Nguyen

Packet: Wedding 2023A

- Final menu information due by 6/23/23
- Final guest count due by 7/13/23