



BUSINESS AGREEMENT

THIS AGREEMENT made by and between

- **Client:** _____
- **Signer if client is a corporation:** _____
- **Telephone number:** () xxx-xxxx
- **Fax Number:** () xxx-xxxx
- **E-Mail:** _____
- **Dates of Functions:** _____
- **Starting Time:** 0:00 AM/ PM
- **Ending Time:** 0:00 AM/ MN
- **Estimated number of guests:** ___ personas
- **Estimated Cost of Function:** \$ _____
- **Required Deposit:** \$ _____ (\$350.00 por cancelación por función)
- **Balance Due:** \$ _____

signer also signs in his/her personal capacity, hereinafter referred to as the Client and Empresas PuntoFijo Inc. represented by its President Angel Noel Rivera, hereinafter referred to as PuntoFijo, both of legal age and legally able to enter into this agreement.

WITNESSETH

WHEREAS, PuntoFijo has the constructive ownership of the facilities of Café Teatro Sylvia Rexach at Centro de Bellas Artes de Santurce.

WHEREAS, the Client is willing to enter into an agreement for a short lease occupation of the facilities offered by PuntoFijo.

WHEREAS, both the Client and PuntoFijo are desirous, for their mutual benefit, to enter into this agreement that sets forth the conditions and restrictions relating to the use of the facilities.

NOW THEREFORE, in consideration of the mutual covenants, provisions and premises herein set forth and other good and valuable consideration,

IT IS MUTULLY AGREED AS FOLLOWS:

1. **Preamble:** The preamble to this agreement is hereby made a part hereof.
2. **Deposits and Payments:**
 - a. The Client shall make a deposit with PuntoFijo for an amount equivalent to 50% of the total cost of the function at the time of the signature of this agreement and no less than 15 calendar days before the scheduled date of the planned function.
 - b. Balance will be pre-paid in full three days before the function with Certified Check, money order, credit card or ATM. PuntoFijo does not accept personal checks. Any additional balance shall be paid at the end of the function. A billing will be provided upon request and approval with purchase order or government contract.
 - c. In the unlikely event that no deposit is made by client for a function, PuntoFijo shall have the right to collect the total cost of the function from client, if the function is cancelled or postponed by client before its scheduled date.
3. **Food & Beverage:**
 - a. All food and beverage must be supplied and prepared by PuntoFijo except if otherwise permitted by PuntoFijo. Menu planning, room set-ups and other pertinent details must be arranged at least 14 days in advance. All food and beverage items and services are subject to customary 17% service charge. Take out food leftovers from functions is not permitted.
 - b. PuntoFijo is responsible for the administration of the bar and the sales and services of alcoholic beverages within the facilities. No beverages of any kind will be permitted to be brought into the facilities by patrons or any other guests, or invitees from the outside without proper authorization.

- c. If outside liquor is authorized by PuntoFijo a corkage fee, as per attached list, will apply and the 17% service charge or tip will be based on our regular prices by PuntoFijo.
 - d. PuntoFijo does not permit tax free beverages.
 - e. Any remaining corkage must be picked up by client immediately after the function. Corkage prices are per bottle and are based on 750 ml. Half gallons and gallons are not permitted.
- 4. Guarantee Policy:**
- a. Client must confirm to PuntoFijo the specific attendance number three working days before the event. This number will be considered guaranteed not subject to reduction and charges will be made accordingly.
 - b. PuntoFijo will charge for the guarantee or the number of patrons really served, whichever is greater. PuntoFijo cannot be responsible for service to more than 5% over the guaranteed attendance.
 - c. If no guarantee is received by PuntoFijo, we will consider the number of guests initially indicated as expected in the function as the guarantee. The maximum capacity of the room is 200 guests.
- 5. Decorations:**
- a. PuntoFijo will be happy to assist patrons in decorations. We will not permit any type of confetti and/or affixing of anything on the walls, floors, carpets or ceiling with nails, staples, tape, glue or any other substance. Please consult with PuntoFijo before working on decoration.
 - b. PuntoFijo will permit access to facilities two hours prior to the function.
 - c. For early morning functions, time to begin decoration will start at 8:30 AM.
- 6. Lost and Found:**
- a. PuntoFijo cannot be responsible for damage or loss to any articles or merchandise left in the premises of the Café Teatro prior to or following your function. Security arrangements can be made for all merchandise or articles set up prior to the planned function or that could be left unattended at any time.
- 7. Engineering and Audiovisual:**
- a. The Client accepts the existing audiovisual facilities at PuntoFijo as sufficient for the purposes of its function. Additional audiovisual requirements might be made available to Client through an in house supplier.
 - b. Sound services and special engineering requirements must be specified at least 10 days prior to the function or activity. Rates will be quoted upon request and special installation fees will be charged.
 - c. PuntoFijo is not responsible for equipment left in facilities before or after the function
- 8. Liability:**
- a. PuntoFijo reserves its right to inspect and control all private functions. Liability for any damages to the premises will be charged to Client accordingly.
 - b. Client assumes responsibility for any and all damages caused by any of its guests, invitees or any other persons attending the function. PuntoFijo reserves its right to request from the Client, at its own cost, a Public Liability Policy and a Property Security Policy for any function.
- 9. Cancellations:**
- a. In case of cancellation made with less than seven days before the function, the deposit already made will be non refundable. In cancellations made more than seven days before the date of the function, client will receive a credit for the amount of the deposit applicable to a future function.
 - b. If the activity is cancelled by client less than 3 days before the scheduled date of the function, client will be required to pay, in addition to any deposits already made, the remaining balance up to the total cost of the function.
 - c. Client's request to postpone the function will be considered a cancellation.
 - d. PuntoFijo reserves the right to cancel this agreement by written notice given to Client within ten days of the acceptance of this agreement if the client does not pay in advance all the charges due hereunder. In such event PuntoFijo shall not be liable beyond the amount paid for the use of the facilities herein reserved according to the cancellation policy herein.
- 10. Security:**
- a. PuntoFijo does not offer 24 hour security except for the one provided by Centro de Bellas Artes Luis A. Ferré. Clients requiring special or additional security arrangements should coordinate with PuntoFijo.
 - b. Client will be responsible for the control and admission of eligible patrons to the premises during the entire duration of the function.
 - c. All social events (senior proms, proms, birthday parties, etc.) will require the provision of one security guard per each 100 guests to be hired by PuntoFijo and charged to the Client at prevailing rates.
 - d. On special school events such as graduations, awards, proms, rings, and accomplishment parties, PuntoFijo will require the provision of one security guard per each 75 guests to be hired by Punto Fijo and charged to the Client at prevailing rates.
- 11. Security deposit:**
- a. For school events such as the ones above stated, a \$1,000.00 money order or certified check security deposit is required. In the event of any damages to café Teatro Sylvia Rexach, this deposit will serve as payment for the damages. If the total damages do not exceed the amount of the deposit, PuntoFijo will return to client any remaining amount. If damages are more than the

deposited amount, PuntoFijo will recover from Client the amount of the damages in excess of the security deposit. If no damages occur, PuntoFijo shall promptly return the full amount of the security deposit to the Client.

12. Timely use of facilities and overtime:

- a. Client agrees to begin its function promptly on the scheduled time and agrees to have its guests, invitees and or other persons vacate the facilities at the closing time indicated in the agreement.
- b. Overtime wages and other expenses incurred by PuntoFijo will be charged to Client because of failure to comply with closing time dispositions.
- c. There will be an overtime charge of \$15.00 per hour/per waiter and a penalty charge for the facilities of \$150.00 for each additional hour or fraction if the event exceeds the scheduled closing time.

13. Promotions:

- a. All promotions made by client must include the name and the official logotype of PuntoFijo at Café Teatro Sylvia Rexach. Client shall contact PuntoFijo for details before any promotions.

14. Rehearsals:

- a. Any and all rehearsals must be coordinated ahead with PuntoFijo for date, time and duration and the client will be charged \$50.00 per hour or fraction of hour accordingly.

15. Parking:

- a. PuntoFijo does not offer parking except for the one provided by Centro de Bellas Artes Luis A. Ferré.

16. Hold harmless:

- a. Client agrees to indemnify, defend and hold harmless PuntoFijo, their officers and employees, from and against any and all liability, loss damage or expense, including extracontractual and punitive damages and attorney's fees, incurred connection with claims or demands for damages of any nature whatsoever, to the extent such demands arise from or are caused by the sole negligence of Client.

17. Government permits:

- a. Client has the responsibility to obtain any permits that might be required by the local government or by any agency with jurisdiction over the planned function.

18. Breach of Agreement:

- a. In the event of breach of this agreement by Client, PuntoFijo reserves the right to cancel the function with no liability at all for its action. In such case the amount paid by client for use of facilities shall be retained by PuntoFijo as liquidated damages, but this shall not preclude Punto Fijo from recovering any additional damages sustained by reason of clients' breach of this agreement including attorney's fees and costs.

19. Agreement binding upon parties, successors and assigns:

- a. This agreement shall be binding upon the parties hereto, and their administrators, successors and assigns; and the parties hereby agree for themselves and their administrators, successors or assign to execute any instruments and to perform any acts which may be necessary or proper to carry out the provisions of the agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this ___ day of _____ 2010.

EMPRESAS PUNTO FIJO INC.

By _____
Angel Noel Rivera
President

Client's Name

Date: _____

Client's Signature