



2555 Bay Area Boulevard. Houston, Texas 77058 281.480.2221

Private Event Policies & Procedures

Menu Selections and Guarantees:

Private dining in one of our banquet rooms, (Wine Room or Gallery Room) has a minimum revenue guarantee of **\$500.00 plus tax and gratuity for lunch service; \$1000.00 plus tax and gratuity for dinner service (Monday-Thursday) and \$2000.00 plus tax and gratuity (Friday & Saturday)**. Please contact us about date availability as soon as possible as we fill our private dining space quickly. The date of your event is the most important aspect to get started; as we often book dates for private events weeks and sometimes months in advance. Also, it is common for private dining requests to come from multiple individuals or companies for the same date. Once you have looked over the policies page, have selected menus, and have secured a date; please let us know so that we can begin creating the Banquet Event Order (BEO). If you are trying to secure a date, please respond with your Credit Card Authorization Form and signed BEO within 48 hours of receiving a BEO. If we do not receive these signed documents in time, you will be subject to forfeiture of the date, time and room availability.

A guaranteed attendance figure is required for all meal functions **seven days** prior to the function date and is **not subject to reduction**. If the Private Events Manager is not advised by the seven day time period (seven days in advance) the estimated figure will automatically become the guarantee and not subject to reduction. In the event that we are required to produce additional meals the client is responsible for paying any additional costs. If fewer guests are served the client is **still responsible** for paying the **guaranteed amount or the minimum amount** that was stated by the organization **seven days** prior to the event. If minimum revenue guidelines are not met; the remaining balance will be billed as room rental. The Credit Card Authorization Form is to ensure a 50% **non-refundable deposit** and guarantee for the date and payment of the event.

Cancellations:

After booking an event for a certain date and time, you are responsible for signing the BEO provided by Tommy's Restaurant & Oyster Bar within 48 hours. Any cancellation, **seven days or less** prior to the event date will result in forfeiture of any deposit/payment put forth. The BEO serves as your confirmation and our contract agreement.

Food Service:

Tommy's Restaurant & Oyster Bar is responsible for the quality and freshness of food served to our guests. In accordance with the Harris County Health Department, no outside food or beverage is allowed in any banquet room. In addition, any food removed from our facility will no longer be the responsibility of Tommy's Restaurant & Oyster Bar. The Harris County Health District prohibits any food or beverages of any type from entering our facility.

Beverage Service:

Please note that sales and service of alcoholic beverages are regulated by the State of Texas. The state does not allow guests to bring alcoholic beverages into our facility. We reserve the right to terminate the event and a financial penalty will be assessed if any alcohol is found or brought onto our property.

Billing:

An acceptable form of payment must be agreed upon during the initial booking arrangement. Acceptable forms of payment includes: advance deposit, credit cards or certified funds. All itemized Banquet Event Orders (BEO) must be signed and approved by an organization representative **prior to the event**. **Please note that a date or booking will not be considered definite and valid until the BEO is signed by a representative of the company or individual group**. A signature and date on a provided BEO is your confirmation for the event and acts as our contract agreement.

General Liability:

The client agrees to indemnify, defend and hold harmless Tommy's Restaurant & Oyster Bar from and against any claim, action, cause of action, liability, loss, damage or expense, including reasonable Attorney's fees to the extent caused in whole or in part by the negligent or willful act or omission of the client, its agents, officers, representatives, employees or guests. The client agrees to take full responsibility for any and all damage to the premises by the client's guests. Tommy's Restaurant & Oyster Bar is **NOT** responsible for any loss or damage no matter what the cause to any samples, displays, equipment or personal effects brought into our property by the organization or its invitees.