



## Private Dining Information & Reservation Contract

Thank you for choosing Aqua Terra Bistro for your private dining event. Aqua Terra Bistro has remained a pillar in the historic downtown Buford community for more than 20 years specializing in fresh seafood selections, hand-cut steaks, signature salads and house specials, with a full-service bar featuring world-class wines, local brews, and craft cocktails. Aqua Terra strives to provide first class hospitality in a comfortable, relaxed dining atmosphere with professional service and high-quality food.

Your event menu will be tailored to your needs, including the beverage portion, which can be anything from open bar to personally selected bottles of wine. Aqua Terra Bistro is the perfect venue for intimate sit-down dinners, mingle events, or small group presentations. It is our goal to provide our guests with an excellent dining experience and we appreciate you giving us the opportunity to do so. If you have any questions, special requests or further clarifications, our private event coordinator will be happy to assist you.

- 1. CONTRACT:** Your signature (electronic or handwritten) on this Private Dining Reservation Contract for your event (Lounge or Cellar) is required to guarantee your reservation. Any modifications to this form or your food and beverage selections must be confirmed in writing via email at [info@aquaterrabistro.com](mailto:info@aquaterrabistro.com) prior to your event.
- 2. PAYMENT POLICY:** In order to hold your private venue, you will be required to provide credit card information on this agreement. Your card will be kept on file in the event of cancellation or damage to the room or facilities. The credit card information entered on this agreement does not have to be the payment form used for your event. The full amount for your total tab will be collected on the day of your event. If another form of payment is used for your final tab and the payor contests the minimum spending requirement, the credit card information entered on this agreement will be used to meet the requirement.
- 3. MINIMUM SPENDING REQUIREMENTS:** Aqua Terra Bistro does not charge rental fees for our private dining rooms, instead we have food and beverage minimum based on the timeslot you select. The minimums listed below are presented as an amount you agree to spend on food and drink in exchange for the use of the private dining room. Tax (6% Sales Tax, 3% additional Liquor Tax), Gratuity (20%) and service fees do not apply toward the room spending minimum. Also, gift certificates and off premise wine may not be purchased to hit the room spending minimum requirement. There is NO room minimum spending requirement for lunch events scheduled to start prior to 2:00 pm, with the exception of the month of December.

<b>Lounge</b>	Sunday through Thursday	\$500 spend minimum
	Friday & Saturday	\$1,000 spend minimum
<b>Cellar</b>	Sunday through Thursday	\$1,000 spend minimum
	Friday & Saturday	\$2,000 spend minimum

- 4. CAPACITY & ROOM AVAILABILITY & BOOKING:** Our private dining rooms seat up to 50 people (Cellar) and 24 people (Lounge). The rooms can be configured in many different ways and table

arrangement can be coordinated with our private event coordinator. The Lounge and Cellar are held on a first to confirm basis. A reservation is made only once the last page of this contract is filled out and credit card information is provided to hold the room (see cancellation details below).

5. **CANCELLATIONS:** Any cancellations after acceptance of this contract will result in a \$250 cancellation fee. In the event of cancellation less than 10 days prior to your scheduled event, the credit card information on this agreement will be used to charge 50% of the minimum spend requirement shown above for your selected venue. Due to our inability to fill the reserved space in such a short period of time, there are no exceptions to this cancellation policy including personal, business, medical or any other family/guest related issues.
6. **MENU SELECTION:** For all Private Venue spaces, Aqua Terra Bistro must receive your selected menu format ten (10) days prior to the event date. Aqua Terra Bistro offers two options for Private Venue spaces; our REGULAR MENU with a traditional dining format is available for groups of twenty-four (24) or less, our FIXED MENU is required for groups consisting in size from twenty-five (25) to fifty (50). The FIXED MENU is also available to smaller groups of any size when reserving in either the Lounge or Cellar.
7. **BAR SELECTION:** For all Private Venue spaces, Aqua Terra Bistro must receive your selected bar option & payment structure ten (10) days prior to the event date. Aqua Terra Bistro offers three (3) bar & payment options for Private Venue spaces, our FULL BAR MENU, a BEER & WINE ONLY, or NO BAR. All bar menus come with your choice to pay where the host pays with open bar or limited open bar. A CASH BAR option is also available where guests are responsible for paying for their own alcohol. We also have structured bar packages available that can be tailored to your event.
8. **FOOD AND BEVERAGE:** Guests may not bring outside food into the restaurant without prior written approval from Aqua Terra Bistro's management. Absolutely NO OUTSIDE ALCOHOLIC BEVERAGES may be brought unto the premises. If bottles of wine are ordered and not finished, we can recork and secure the bottle/bottles for the host/client to take upon departure. We do not allow outside wine to be brought in for a corking fee.
9. **DECORATIONS & DAMAGES:** We allow decorations in Private Venue Spaces but all outside décor must be approved by Aqua Terra Bistro's management before your event. All display exhibits and decorations must conform to fire and safety codes. The client is responsible for taking down all approved decorations before leaving. Confetti or glitter is not permitted. If confetti/glitter is brought in, an additional \$150 clean up fee will be charged. If available, we will allow access to the event space prior to your set event time to decorate; this will need to be arranged with Aqua Terra Bistro's management. If any damage is caused by decorations, the credit card on file will be charged. The client assumes responsibility for any damage that may occur on the premises: this includes but is not limited to any breakage of glasses and/or dishes, damage of walls, furnishings, wood flooring, etc. Aqua Terra Bistro management reserves the right to assess a service charge for any damages and/or excessive clean-up beyond the expected normal range of a planned function.
10. **RESERVATION HOURS:** There is a three (3) hour time limit on all events. In the event your party goes over that limit, there will be a \$150.00 fee charged to your final bill. Maximum of one additional hour. Tardiness does not extend your agreed upon three hour time limit. Additionally, if the client is late to the event, Aqua Terra Bistro will ONLY hold your reservation for 60 minutes past the reservation time. After that, the reservation will be considered null and void and the client will be charged the minimum spending requirement for the room and timeslot reserved.
11. **ALCOHOL & TOBACCO:** Aqua Terra Bistro is a non-smoking establishment. Guests are not allowed to smoke in the building or use back entrances/exits for smoking breaks. Guests must go outside the front

of the building and distance themselves at least 10 feet from the front door to smoke. Aqua Terra Bistro reserves the right to refuse serving any person who in the judgment of its management is under the influence of alcohol or any controlled substances, or to request that such a person leave the premises. Aqua Terra Bistro reserves the right to ask for proper identification prior to serving any alcoholic beverages to any person requesting such service. For all Private Venue spaces, Aqua Terra Bistro will call "last call" for alcohol beverages approximately thirty (30) minutes before the client's event time ends; Aqua Terra Bistro will reserve the right to close the bar before this designated ending time should we deem it necessary.

**12. PARKING:** Parking is available anywhere in front of the restaurant. Additional parking is available in the parking deck behind the restaurant. All access to the restaurant will need to be through the front door located at 55 East Main Street regardless of where guests park.

**13. ILLEGAL ACTIVITY:** Illegal activity of any kind is not allowed. Aqua Terra Bistro reserves the right to call the authorities and/or evict the Client's party in the act of wrongdoing. In this case, all charges involving spending minimum requirements, as well as additional charges involving food and beverage consumed while on premise will be charged to the credit card on file.

**14. LIABILITY... YOURS & OURS:** Aqua Terra Bistro, its owners and managers shall not be liable for non-performance of this contract in the event that Aqua Terra Bistro has to close for any reason which is beyond our reasonable control. Additionally, the guest (you) agrees to indemnify and hold harmless Aqua Terra Bistro, its members, and managers for any costs incurred, including attorney's fees, arising as a result of an injury to person, damage of property, or any claim whatsoever resulting in the client's use of premises.

**15. AGREEMENT COMMUNICATION:** For all Private Venue spaces, Aqua Terra Bistro will communicate via email at [info@aquaterrabistro.com](mailto:info@aquaterrabistro.com); ensuring that all communication will be available to all parties via electronic form.

**16. CONTACT INFORMATION:**

[info@aquaterrabistro.com](mailto:info@aquaterrabistro.com)  
770-271-3000  
Aqua Terra Bistro  
55 East Main Street  
Buford, Georgia 30518

*You, the client, have read and understand Aqua Terra Bistro's policy of cancellations (on page #2 of this contract). If you, as the client, cancel your reservation anytime after completion of this form, Aqua Terra Bistro ownership reserves the right to charge a cancellation fee of \$250 to the credit card shown on the following page.*

*This contract is made in the state of Georgia and shall be construed and enforced in accordance with the laws of such State. This Private Dining Reservation Contract constitutes the entire agreement between the parties and may not be modified or amended except by an instrument in writing signed by both the Client and Aqua Terra Bistro. "The undersigned acknowledges that he/she has read and understand the Private Dining Reservation Contract including this page and preceding two pages by signing and dating below."*

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



# Aqua Terra Bistro Private Dining Reservation Contract Form

TODAY'S DATE: \_\_\_\_\_ TYPE OF EVENT: \_\_\_\_\_

DATE OF EVENT: \_\_\_\_\_ ARRIVAL TIME: \_\_\_\_\_ GUEST COUNT: \_\_\_\_\_

CLIENT CONTACT PERSON: \_\_\_\_\_

PHONE #: \_\_\_\_\_ EMAIL: \_\_\_\_\_

CREDIT CARD #: \_\_\_\_\_ EXP DATE: \_\_\_\_\_ CVV: \_\_\_\_\_

NAME AS IT APPEARS ON CARD: \_\_\_\_\_

CARDHOLDER SIGNATURE: \_\_\_\_\_

Please make a selection in **each** category

## **Venue**

**The Lounge at Aqua Terra**  
(up to 24 people)

**The Cellar at Aqua Terra**  
(up to 50 people)

## **Menu**

**Regular Menu** Available for groups up to 24 people. Traditional dining format.

**Fixed Menu** Available for groups of any size but required for groups of 25 or more.  
Limited menu at a fixed price per person. Traditional dining format.

Fixed Dinner Menu (Platinum) - \$75 / person

Fixed Dinner Menu (Gold) - \$55 / person

Fixed Lunch Menu with Dessert - \$27 / person

Fixed Lunch Menu (without Dessert) - \$20 / person

## **Bar**

**Open Bar** Aqua Terra Bistro's current Full Bar Menu available at regular menu price.

**Bar Package**  Full Service - \$45 / person  Beer & Wine Only - \$30 / person

**Cash Bar** The guests pay for their own drinks.

**No Bar** Event host requests that no Bar service be offered to any guest, even at their own expense.

Notes / Special Requests: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_