

# SERRA PLAZA



## CONTRACT DESIGNED FOR

### CLIENT

Sample Proposal  
10581 Garden Grove Blvd  
Garden Grove, CA 92843  
(714) 636-6045

### EVENT LOCATION

Serra Plaza  
31920 Del Obispo Street  
San Juan Capistrano, CA 92675

### EVENT NUMBER

E295341

### THEME

Wedding  
Staffed Event

### PREPARED BY

Hannah Cluck

### BOOKING CONTACT

### SITE CONTACT

### EVENT DATE

Saturday January 2, 2027

### GUESTS

125

### START

4:30 pm

### END

10:00 pm



## WHY CHOOSE JAY'S

### ONE STOP SHOP

Convenience is an important factor to keep in mind when choosing your wedding vendors. Jay's is able to provide not only award-winning food & beverage, but linens, tabletop rentals, wedding cakes & desserts, [bar services](#), staffing, décor, and so much more. All of our departments work together seamlessly to create a successful day for our couples.

### TASTINGS

As part of your Jay's Catering experience, you will be invited to our Taste of Jay's. More than simply a food tasting, the [Taste of Jay's](#) brings you into a Jay's event complete with music, decor and, of course, a fantastic array of Jay's delicious menu items. You'll indulge in a variety of small bites: from hors d'oeuvre and exhibition food stations to one of our signature dessert stations. Finally, the Taste of Jay's offers you the chance to connect with your Jay's Event Specialist who is available to answer any questions you have as you plan your perfect day. We also offer private tastings for custom menus for a fee.

### THE BEST FOOD ALWAYS FROM SCRATCH

The superiority of our cuisine is the result of high-quality, fresh ingredients. Jay's selects premium meats, seafood, dairy products, and produce to ensure the best possible end result. Our expansive menus offer something for everyone, giving our couples the opportunity to showcase their personalities through food.

### CELEBRATING 50 YEARS

Jay's Catering is proud to [celebrate 50 years](#) in business. From humble beginnings as a one-stop-shop for catering truck companies, to becoming one of Southern California's largest caterers, the goals and values of Jay's founders have remained the same. As a family owned and operated company, we believe that our delicate mix of tradition and innovation has allowed us to withstand the test of time. We look forward to serving our clients for another 50 years!





## EVENT DETAILS

**Date** 1/2/2027  
**Staffed Event Window** Start 4:30 pm End 10:00 pm  
**Event Location** 31920 Del Obispo Street, San Juan Capistrano, CA

## EVENT PROPOSAL

	Price	Qty	Total
<b>Staffed Event: 1/2/2027 (4:30 pm - 10:00 pm)</b>			
<b>Dual Entree Plated - Cabernet Short Ribs with Salmon (75+) 5.5 Hours</b>	115.00	125	14,375.00
Both entrees on a single plate, served to all guests for a uniform experience			

### ~EVENT TIME LINE~

**Bridal Suite Opens: 12:30 PM**  
**Vendors Access to Venue: 12:30 PM**  
**Venue Opens for Guest Arrival: 4:15 PM**  
**Ceremony: 4:30 PM - 5:00 PM**  
**Cocktail Hour: 5:00 PM - 6:15 PM**  
**Reception: 6:15 PM - 10:00 PM**  
**Guest Seated: 6:30 PM**  
**Salad Served 6:45 PM**  
**Dinner Served: 7:15 PM**  
**Bar Hours: 5:00 PM - 9:30 PM**  
**End Time: 10:00 PM**

### TRAY PASSED HORS D'OEUVRES

*This package includes two hors d'oeuvres per person. Additional hors d'oeuvres are highly recommended, and may be added at current menu cost.*

*Choose Two:*

#### **Filet & Wild Mushroom Wellington**

Served with Béarnaise sauce.

Mini - Pronged Pick

#### **Crab Cakes**

Served with Mango Papaya Salsa.

#### **Lemon Parmesan Artichoke Hearts**

Lemon roasted artichoke hearts topped with parmesan cheese, bread crumbs and fresh parsley

#### **Fig, Goat Cheese & Mascarpone Tart**

Drizzled with a Pomegranate Sauce

#### **Caprese Skewer with Pesto**

Drizzled with Aged Balsamic & Olive Oil.

#### **Thai Chicken Spring Roll**

Chicken, green onion, cilantro, green leaf lettuce, and rice noodles. Served with Thai Peanut Sauce.

#### **Beef Picadillo Empanadas**

Served with Creamy Chipotle Sauce

### ~ COCKTAIL HOUR STATION ~

#### **Tuscan Bruschetta Bar (75+)**

Transport yourself to the hillsides of Tuscany with a wide assortment of freshly made bruschetta. Served on top of freshly grilled breads and an array of toppings

14.00	125	1,750.00
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**Saffron Tomato & Roasted Peach Bruschetta**

Heirloom tomatoes, fresh peaches and saffron

**Caramelized Maui Onion and Roasted Garlic Bruschetta**

Maui, vidalia, and Mexi sweet onions, with roasted garlic and fig balsamic drizzle

**Grape Tomato and Cremini Mushroom Bruschetta**

Grape tomatoes, sautéed mushrooms, fresh garlic and truffle oil

**Sautéed Wild Mushroom Bruschetta**

Shitake, enoki, porcini, crimini and oyster mushrooms. Sautéed with garlic and thyme

**Includes:**

**Shaved Grana Padano**

**Rosemary Olive Baguette Toasts**

**Ciabatta Garlic Toasts**

**Fresh Ground Pepper**

**Extra Virgin Olive Oil**

**White Truffle Oil**

**Balsamic Fig Syrup**

**~Suggested Options to Add~**

(Not included in total cost)

**Whipped Herbed Ricotta Dip**

Homemade seasoned ricotta with fresh herbs and honey. Served with rosemary olive baguettes

3.00

**Fresh Burrata with Olive Oil and Salt and Pepper**

5.00

**~ SALAD COURSE ~**

**Tangerine and Pecan Salad**

Mixed Greens, Goat Cheese, Pecans, Tangerines, Cranberries, and Agave Vinaigrette

**Pear & Walnut Salad**

Romaine and Wild Field Greens with Sliced Pears, Dried Cranberries, Stilton Cheese & Walnuts.

Served with a Pear Vinaigrette

**Roasted Golden Beet Salad**

Roasted golden beets on a bed of arugula, baby greens, and radicchio. Topped with hazelnuts, goat cheese, and finished with a lemon thyme vinaigrette

**Ensalada Las Mesas**

Frisee & Baby Arugula, Baby Radish, Red Onion, Paprika Candied Pepitas, Sharp Cotija Cheese, and Grape Tomatoes. Served with our Blue Agave Lime Dressing.

**Summer Spinach and Berry Salad**

Strawberries, Blueberries, Peaches, Sliced Almonds and Feta Cheese. Served with a Peach Vinaigrette

**Grilled Panzanella Salad**

Arugula and Heirloom Tomato Salad with Grilled Smoky Brioche, Pine Nuts and Sweet Maui Onions. Served with Feta Cheese and Fresh Oregano Vinaigrette.

**Ultimate Caesar Salad**

Babe Farms Little Gem lettuce, Shaved 24-month aged Parmesan Reggiano, Olive Oil Fried Herb Croutons, Creamy Black Truffle Caesar Dressing

5.00

**Black and Blue Salad**

County Line Harvest Bloomsdale Spinach, Pudwill Farms blackberries, blueberries, and raspberries, Point Reyes Blue Cheese, Caramelized Pecans, Champagne Dijon Vinaigrette

5.00

**Manchego & Marcona**

Babe Farms Baby Lettuce Mix, Cara Cara Orange Segments, Marcona Almonds, Spanish Manchego, Citrus & Honey Vinaigrette

5.00

**~ ENTREE COURSE ~**

**Cabernet Braised Short Ribs**

Beef Short Ribs Braised Slowly in Red Wine & Demi-Glace with Aromatics



**Roasted Atlantic Salmon Fillet**

Champagne cream sauce

**Vegetables - Grilled Asparagus**

Garlic Butter

**Gourmet Mashed Potatoes**

Yukon potatoes with butter, garlic and heavy cream

**All Entrees Served With:**Choose One:**Fresh Baked Rosemary Focaccia****Jay's Famous Cheese Rolls****~ DESSERT ~****2 Tier 9" x 6" Round Cake**

230.00 1 230.00

*starting cost, select flavors & design from cake menu***Classic Dessert Station (Min 100)**

7.75 125 968.75

A classic selection of Raspberry Chocolate Decadence Cakes, Fresh Fruit Tarts, Vanilla Bean Chocolate Eclairs, Mango and Passion Fruit Macarons, &amp; French Apple Tarts.

**~ BAR ~****~One Bar Set-up Included for Guest Counts Up To 220~**

1

**ABC Liquor License Fee**

150.00 1 150.00

**Bespoke Bar - 4.5 Hours (75+ guests)**

36.50 125 4,562.50

Includes Top Shelf &amp; Bespoke Alcohol, Mixers, Garnishes, Imported and Domestic Beers, Hess Shirttail Wine, Soda, and Clear Disposable Cups.

*Jay's hosted bar services are not unlimited. Please note that some items may run out during the duration of your event.***Signature Drinks**

Select two signature cocktails from our list to be featured at the bar!

**Glassware is available to add at a cost per piece. Additional staff may be necessary when adding glassware.****~BARTENDERS~****Bar Manager Fee**

175.00 1 175.00

Lead Bartender - Per Hour

40.00 8.5 340.00

Bartender - Per Hour

38.00 8.5 323.00

**~ EVENT STAFF ~****Event Captain**

325.00 1 325.00

**Additional Staff Added to Package**

1

2 Event Staff - \$32 per hour per staff

64.00 6.5 416.00

**INCLUDED IN YOUR PACKAGE****Professional Uniformed Wait Staff***Jay's Button Down Shirts and Aprons.***Natural Luxury Cambria Floor Length Linens for Seating Tables***Available for 60" Rounds and King Tables***Ivory Linens for Food and Beverage Tables and Napkins**



Select your napkin fold from our options

#### Timeless Table Settings

Including Premium Alexa Coupe China, Brasilia Flatware, and Glass Water Goblets

#### Refreshing Homemade Lemonade & Citrus Infused Water Station

Includes slices of fresh citrus inside beverage dispenser for a stunning display.

#### Classic Coffee Station

Regular and Decaf, served with Cream and Sweeteners in Glass Coffee Mugs.

Staffed Event Delivery Fee	200.00	1	200.00
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#### SERRA PLAZA VENUE RENTAL FEE

2026-2027 Venue Rental Fee - 5.5 Hours (Jan-Aug Saturday)	10,000.00	1	10,000.00
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#### What's Included

Luxury VIP Bridal Suite  
Round Seating Tables and Ghost Chairs (up to 250)  
Outdoor Ceremony and Event Terrace  
Indoor Fireplace Lounge Space  
On-Site Parking  
5.5 Hour Event Time  
4 Hour Set Up and 1 Hour Clean Up

Security Guards (Per Hour - Two Guards)	80.00	7.5	600.00
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#### Refundable Security Deposit

2,000.00
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Not included in total

#### Option to Add - Not Included in Total:

##### Access to Suite at 8:00am on Event Day

500.00
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Suite will be available as early as 8am for up to 15 people if you add on this service!  
(Inquire for food & beverage options)

## EVENT NOTES



## CONTRACT SUMMARY

The financial breakdown for the event is as follows:

	Food & Bev	Supplies	Liquor	Equipment	Labor	Linen	Rentals	Venue	Total
Subtotal	17,323.75	0.00	4,562.50	0.00	2,529.00	0.00	0.00	10,000.00	34,415.25
Service Charge	4,330.94	0.00	1,140.63	0.00	0.00	0.00	0.00	0.00	5,471.57
Gratuity	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,900.00
Taxes	1,678.24	0.00	441.99	0.00	196.00	0.00	0.00	0.00	2,316.23
Total	23,332.93	0.00	6,145.12	0.00	2,725.00	0.00	0.00	10,000.00	44,103.05

**Paid:** 0.00    **Balance:** 44,103.05





## CONTRACT TERMS & CONDITIONS

### DEPOSIT & PAYMENTS

A minimum deposit equal to 20% of the total price is required to confirm a staffed event and secure event pricing. Payments are to be made according to the following schedule:

- ☐ 20% of the total price due at Contract signing date.  
**This initial payment and the execution of this Contract must be completed in person or by check.**
- ☐ 50% of the total price due at 180 days prior to event date
- ☐ 90% of the total price due at 60 days prior to event date
- ☐ **Security Deposit** Due 60 days prior to event date (Personal or Corporate Check Only – no credit cards for this Security Deposit)
- ☐ 100% of the total price due 10 days prior to event date

Personal and Corporate checks will only be accepted if received seven (7) days prior to due date. We accept Visa, Mastercard, Discover, and American Express. **A 2.75% convenience surcharge will be assessed for credit card payments. ACH / e-check payment is available to avoid a convenience surcharge.** For events booked within 60 days, a personalized written payment plan will be provided.

By making Deposits & Payments as noted above, Client recognizes, agrees, and instructs Jay's Catering to engage in the work required for Client's event. Client recognizes that Jay's Catering will incur costs and expenses to prepare for, and conduct Client's event, and Client agrees to such services (including but not limited to: scheduling, documenting, ordering, corresponding, meeting, designing, staging, producing layouts, tastings, floorplans and other event related activities), and recognizes that a percentage of the total value of Client's event will be earned by Jay's Catering prior to the Event Date.

### SECURITY DEPOSIT

60 days prior to the event date, Client will pay a security deposit in the amount of \$ 2,000 ("Security Deposit") to cover any damage to the Facility (including furniture and amenities in Suites) or to the Services caused by Client or any of Clients' agents, contractors, or guests. **Security Deposit shall be paid via check (not credit card).** Any unused portion of the Security Deposit shall be refunded to Client within 30 days after the Event Date.

### REVISIONS / FINAL GUEST COUNTS

Client's signed contract shall constitute a guaranteed minimum guest count. Client may not reduce final guest count by more than 15% of the guaranteed minimum guest count. Jay's is not responsible for a greater number of people than the guaranteed minimum. Client shall specify ten (10) days prior to the event the final guest count, and any revisions (including but not limited to menu, timeline, location, etc.). To ensure our promise of service excellence, we are not able to accommodate any revisions after that date.

### CANCELLATION

If the Client needs to cancel the event, Client must provide written notice to Caterer along with any required cancellation fee described in this Catering Contract, to effect cancellation. Client understands that upon entering into this Contract, Caterer is committing time and resources to this Event and thus cancellation would result in lost income and lost business opportunities in an amount hard to precisely calculate. Therefore, the following cancellation limitations will apply.

- ☐ If Client requests cancellation of this Contract 181 days or more before the Event, Caterer shall be entitled to 20% percent of the Estimated Total Cost.
- ☐ If Client requests cancellation of this Contract 61-180 days before the Event, Caterer shall be entitled to 50% percent of the Estimated Total Cost.
- ☐ If Client requests cancellation of this Contract 31-60 days before the Event, Caterer shall be entitled to 90% percent of the Estimated Total Cost.
- ☐ If Client requests cancellation of this Contract 30 days or less before the Event, Caterer shall be entitled to 100% percent of the Estimated Total Cost.

The Client's deposits will be credited against the cancellation fees owed. Any balance will be payable upon the notice of cancellation.

### STYLE OF SERVICE





Upon booking you are solidifying the style of food service for your event (buffet vs. plated). Chefs and staff will be reserved and allocated accordingly, and we may not be able to accommodate a change in the style of service later.

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#### **MENU PRICES**

While Jay's strives to ensure accuracy, we reserve the right to correct any errors in pricing or descriptions, either in print menus or online menus, and to cancel or refuse to accept any order based on an incorrect price or description. Prices are subject to change without notice due to current market conditions. Our menu prices should be used as a guideline; pricing guarantees will be honored based upon a personalized written Contract only.

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#### **VENUE SPECIFIC PRICING**

Jay's provides catering services to many unique venues which offers and provides different accommodations. Therefore, Jay's reserves the right to propose and charge pricing based on the Venue reserved and the accommodations including but not limited to, additional rentals (i.e. ovens, bars) and additional staffing fees.

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#### **SUBSTITUTIONS**

Jay's must reserve the right to make substitutions when market conditions dictate or for any reason beyond our control. All substitutions will be of comparable or greater value. If possible, Client will be notified in advance.

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#### **ALLERGIES**

Jay's is not responsible for any allergic reaction (or the subsequent treatment resulting from said reaction) that a guest may experience from consumption of our food. We do not guarantee any food item to be free from particular ingredients or seasonings, including but not limited to lactose, soy, wheat, gluten, fish, shellfish, nuts, fruits, vegetables, spices, synthetic and natural colors, and chemical additives to which certain guests may be allergic. Due to the nature of our production kitchen and our extensive menu offerings, it is not possible for our team to review or provide ingredients for each individual menu.

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#### **LINEN RENTALS**

Client will be charged replacement cost of all damaged linens, this includes holes, burns, snags, tears, or any permanent marks.

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#### **CLIENT'S PROPERTY**

Jay's will not hold items or accept responsibility for client's properties such as cake tops, vases, serveware, etc. for use at their event.

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#### **FLORAL DISPOSAL / ORGANIC WASTE**

Client or client's vendors are responsible for offsite disposal of floral waste at the end of the event consistent with the state's requirements for organic waste. Jay's will not dispose of floral waste or provide organic waste bins onsite. Failure of client to arrange removal of florals after the event will result in forfeiture of security deposit for disposal.

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#### **RAIN / INCLEMENT WEATHER**

In the event that rain is forecasted, the decision to install tenting must be made (4) days prior to the event date. Once tenting is confirmed, no changes or refunds can be made.



#### LEFTOVER FOOD

Jay's reserves the right to remove all leftover food and products not consumed by the end of the event. If client does take any leftover food, it then becomes the client's responsibility for proper refrigeration and handling.

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#### MISCELLANEOUS

Client assumes responsibility for any damage to items provided by caterer for their event. Jay's is not responsible for damage or replacement of client's items or property, used during or for, their event at client's request. Client waives any claims for damages based upon embarrassment, humiliation, or other damage to sensitivities.

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#### SERVICE CHARGE

\$5,471.57 is a fee that covers the production cost of a Staffed Event and is not a fee for labor or gratuity which is separate.

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#### START TIME

Client's contracted event start time must match invitation start time. Venue doors will open 15 minutes before contracted event start time.

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#### OVERTIME

The service time of your event is scheduled from **4:30 pm to 10:00 pm**. If your event goes beyond this service time, you will be billed accordingly for overtime. Your signature below will authorize Jay's to charge your credit card or bill you for the overtime amount based on the following schedule.

#### Social Menu Packages

\$6.00 per guest for each additional one-hour increment (subject to sales tax and service charge).

#### All Other Events

\$40.00 per hour for your Captain/Lead and \$35.00 per hour for each additional Event Staff, Bartender, Chef, and/or Culinary Assistant (subject to sales tax).

#### Bar Packages

\$3.00 per guest for each additional one-hour increment (subject to sales tax and service charge).

#### Venue

An over-time fee of \$1,000 per hour will be due and payable for any time that the Venue is in use by Client and/or any guest or Vendor of the Client either before or after the Hours of Use times as listed above.

A minimum of 30 minutes will be charged if the Client, Vendors, or guests do not vacate the Venue as per this Contract.

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#### USE OF VENUE AND SERVICES

Upon payment of the Scheduled Deposits and the Security Deposit (defined above), Jay's will make the Venue available and provide the Services to Client for the Event on the Event Date for the Hours of Use indicated. Notwithstanding the Hours of Use, Client and Vendors may use the Venue for a time period not to exceed 3 hours prior to, and 1 hour after, the Event for the purpose of setting up for and cleaning up after the Event, respectively. Events on weekdays may not start before 6pm. Children must always be attended to by an adult while at the Venue. Any other Services to be used at the Venue, all of which are subject to Jay's prior written consent, shall be contracted by, and paid for, by Client. The Venue will be left by Client, its Vendors, and guests,



in the same condition in which it was found prior to the Event. To the extent the cost of a repair for any damage to the Venue caused by Client, its Vendors, and or guests, is not covered by the Security Deposit (defined above), the Client shall pay this excess cost to Jay's within 10 days of receipt of a statement for same.

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#### **USE OF OUTSIDE FOOD & BEVERAGE VENDORS**

(a.) All food and beverage service for the event must be provided by Jay's Catering. This includes but is not limited to food, beverage, alcohol, and dessert.

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(b.) Alcoholic Beverages. No alcoholic beverages ("Alcohol") shall be brought into the Facility by Client or Outside Providers without the prior written consent of Jay's Catering.

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(c.) Alcoholic Beverage Consumption. In no event shall anyone under the age of 21 be permitted to consume any alcoholic beverages in the Facility. Jay's will request a valid driver's license or other acceptable proof of age from any person attending the Event and will refuse service to anyone that fails to provide acceptable proof of age and anyone who Jay's believes to be impaired.

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#### **EVENT PLANNERS AND VENDORS**

Client will provide a professional event planner from Jay's Exclusive Planner Partner List, and acknowledges that any onsite rentals must be obtained through one of Jay's Exclusive Rental Partners. All onsite vendors may not be guests at the event and must provide a certificate of insurance (see below: vendor insurance). No vendors are permitted to consume alcohol on property. The planner will work directly with Jay's Catering on all aspects of the Event. The planner must be present for the duration of the Event, including contracted set-up and clean-up times. Client authorizes Jay's Catering to treat the planner as the client's agent for all purposes and client agrees that any agreement between the planner and Jay's Catering will be binding on client.

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#### **PARKING**

It is the client's responsibility to source parking for themselves, guests, and vendors.

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#### **DECORATIONS AND SIGNS**

No decorations or signs may be affixed to or posted on the Venue without the prior written consent of Jay's which consent may be withheld in Jay's sole discretion. The use of any type of tape, including but not limited to, scotch tape, duct tape, painters tape, etc., may not be used on walls or floors. Use of such tape will cause damage to the finishes of these surfaces. If wires or cords need to be hidden or secured for safety reasons, this must be done by the use of floor mats or runners.

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#### **SMOKE AND VAPOR**

The Venue is 100% smoke free, including vapor. (Designated outdoor area is provided for smoking.)

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#### **PHOTOGRAPHY**

Photography of the wedding site, reception and ceremony may be taken and used in Jay's Catering material and social media (i.e., Facebook, Instagram, Twitter, Blogs).

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#### **AMPLIFIED MUSIC**



Amplified music is not allowed after 10:00 pm outside.  
Noise makers are not allowed under any circumstances.

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#### **CONFETTI / SPARKLERS**

Confetti, Sparklers, or Candelabras are not allowed under any circumstances.

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#### **BEHAVIOR OF CLIENT & GUESTS**

Any behavior by Client or a guest that is not consistent with providing all guests an enjoyable experience may result in that person being asked to leave the Venue. All guests of the Client must adhere to the guidance and direction of Jay's Catering staff.

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#### **WEDDING CEREMONY REHEARSAL**

Due to our high volume of corporate and social events, we do not include a wedding ceremony rehearsal at the Venue. However, four weeks prior to the wedding date you may request a forty five-minute time slot for a wedding ceremony rehearsal, based on Venue availability.

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#### **CITY EVENTS**

Although the Venue will make every effort to inform our clients of any upcoming City Events that may coincide with your scheduled date, we will not be liable for any inconveniences or conflicts arising from said City Events, including but not limited to, parking, crowd control, noise, etc. Additionally, City Ordinances are subject to change at any time.

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#### **VENDOR INSURANCE**

Besides those services provided by Jay's Catering, all other services and vendors need to be pre-approved by Jay's management and to have filed Additional Insured information with Jay's at least one month prior to the event. Please see Additional Insured specifications below under 'Client Insurance'.

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#### **CLIENT INSURANCE**

All Clients will carry all-risk liability coverage which includes coverage for contractual liabilities including, but not limited to, any indemnities under this Contract, in a combined single limit amount of no less than one million dollars (\$1,000,000.00) ("Liability Policy"). The Liability Policy shall name Mastroianni Enterprises LTD dba/ Jay's Catering & Serra Plaza, and SPM-Serra Plaza, LLC as additional insured. Client shall deliver to Jay's a certificate of insurance evidencing the Liability Policy at least 30 days prior to the Event Date. The insured must be the same person who is signing the venue and catering Contracts. This insurance may be purchased from: <http://www.specialeventinsurance.com> | [www.theeventhelper.com](http://www.theeventhelper.com)

**Mastroianni Enterprises LTD**  
**DBA Jay's Catering & Serra Plaza**  
**10581 Garden Grove Blvd**  
**Garden Grove, CA 92843**

**SPM-Serra Plaza LLC**  
**31866 Camino Capistrano**  
**San Juan Capistrano, CA 92675**

**Assumption of Risk and Release:** Except for the gross negligence or willful misconduct of Jay's Catering, Client assumes all risk for the use of the Facility or the Services for Client, its contractors, and invitees and hereby releases on behalf of Client, family member, heirs, insurers, and successors and assigns, Jay's Catering, their officers, directors, shareholders, employees, agents or contractors, successors from any claim, liability, loss, cost, damage, or cause of action whatsoever (collectively "Claim") arising out of or in connection with this Agreement, the Event, the use of the Facilities or the provision of the Services. Client acknowledges, understands and agrees that this is a general release and that after executing this Agreement, he/she/it may discover different unknown and unanticipated facts, claims or demands resulting from, based upon, or in some way connected with the terms and provision of this Agreement, and the release contained herein and the circumstances involving the parties more fully set forth and identified hereinabove, as well as those





now known to him/her, which claims and/or demands he/she shall be barred hereby from asserting, and hereby expressly waive the benefits and rights given by California Civil Code Section 1542, which reads as follows;

**"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF THE EXISTENCE OF THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."**

#### **"AS IS" CONDITION**

Client agrees to accept the Venue in its "as-is" condition "with all faults".

#### **ASSIGNMENT AND SUBLEASING**

Client shall not assign any interest in this Agreement or otherwise transfer or sublease the Venue or any part thereof or permit the use of the Venue to any party other than Client. Any violation of this section will result in forfeiture of security deposit.

#### **SAFETY PROTOCOLS**

For the safety of all Clients guests and employees of Jay's Catering, Jay's Catering reserves the right, exercisable in its sole discretion, to impose restrictions on any event that may be impacted by an Adverse Event, as described below. Such restrictions may include limitations on the number of guests who may attend the event, social distancing protocols, facial covering requirements, sanitization protocols, and temperature checks.

#### **FORCE MAJEURE**

Jay's Catering shall not be deemed to breach its obligation under this Agreement if failure to perform under the terms of this Agreement is due to any act of God, insurrection, riot, war, natural disaster, epidemic, pandemic (including but not limited to COVID-19), state of emergency, or similar circumstance, including but not limited to, utility power outages, city blackouts, and other circumstances out of Jay's Catering's control (each of which is referred to as an "Adverse Event"). Client acknowledges that Adverse Events, while not anticipated, are reasonably foreseeable. Adverse Events may cause Client to want to cancel or reschedule an event, due to the unavailability of guests, travel restrictions, governmental orders or directives, or other reasons that Client deems sufficient. **Notwithstanding the impact of any such Adverse Event on a Client's desirability to hold an event, however, no such Adverse Event shall excuse Client's performance under this Agreement or entitle Client to a refund of monies paid prior to cancellation.** Client's exclusive remedy is to reschedule its event as provided by Jay's Catering. Client expressly waives the common law defense of impossibility of performance. Client expressly assumes the risk of Adverse Events that may impact the event.

#### **TERMINATION**

Jay's Catering may terminate this Contract based upon any one or more of the following events:

- a. Failure of Client to pay the scheduled deposits or any other charges due hereunder when the same is due.
- b. Client fails to perform any of its covenants hereunder. In any of the aforesaid events, and in addition to any and all rights and remedies available to Jay's Catering by law or in equity, Lessor may, with or without further notice, forthwith terminate this Contract and expel and remove Client, or any other person or persons in occupancy from the Venue, together with their goods and chattels, using such force as may be necessary in the judgment of Jay's Catering or its agents in so doing, without evidence of notice or resort to legal process or becoming liable for any loss of damage which may be occasioned



thereby, and repossess and enjoy said Venue, and in addition to any other remedy it may have, Jay's Catering may recover from Client all damages it may incur by reason of such breach by Client.

\_\_\_\_\_

#### **INDEMNITY**

Client hereby agrees to hold harmless, indemnify, and defend (by counsel satisfactory to Jay's Catering from any claim, liability, loss, cost, damage, or cause of action arising out of or in connection with this Agreement. This indemnity shall include, but not be limited, to all attorney's fees and costs incurred by Jay's Catering in defending any action or cross-action arising out of this indemnity. Client waives any claims for damages based upon embarrassment, humiliation, or other damage to sensitivities.

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#### **BINDING EFFECT**

This Agreement and the provisions of the Rules and Regulations shall be binding upon and benefit each of the parties, their respective heirs, successors, representatives, family members, guests, and assigns.

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#### **JURISDICTION AND VENUE**

Any action to enforce or interpret this Agreement shall be filed in the County of Orange, California and be subject to California law.

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#### **SEVERABILITY**

If any term or provision of this Agreement should be determined to be illegal, unenforceable, or invalid, in whole or in part, for any reason, such illegal, unenforceable, or invalid provision or part thereof shall be stricken, and such provision shall not affect the legality, enforceability, or validity of the remainder of the Agreement. If any provision or part is so stricken, it shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is similar in tenor and is legally plausible.

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#### **ATTORNEY'S FEES**

If any action is brought to enforce or interpret this Contract or any indemnity obligation contained therein, the prevailing party shall be paid such reasonable attorney's fees and costs as the Court may award.

\_\_\_\_\_

#### **EVENT LOCATION AND SERVICE TIME**

Serra Plaza

31920 Del Obispo Street San Juan Capistrano, CA 92675

Saturday, 1/2/2027



\_\_\_\_\_

Event Start Time: 4:30 pm

\_\_\_\_\_

Event End Time: 10:00 pm

\_\_\_\_\_

Total Value: 44,103.05

\_\_\_\_\_

**I, the undersigned, understand and accept the Contract as described above in addition to Jay's Terms and Conditions. This Contract and all pricing herein is valid for 21 days from the date printed below.**

**CLIENT**

Name:

\_\_\_\_\_

Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_