

Event Terms and Conditions

- Payment; Deposit.** The deposit, if any, is non-refundable for any reason (except as provided in section 16 below) and will be applied to the service fee. If the deposit or any prepayments are made by credit card, client hereby authorizes restaurant to charge the deposit or prepayment on client's credit card, as well as any other uncollected charges for services provided guarantees or any food and beverage minimum. Any charges (including the service fee described below) which exceed the prepaid event charges and deposit shall be due on the same day at the conclusion of the event. Restaurant does not accept personal checks for payment of amounts due under this agreement. Restaurant does not prepare separate checks.
- Service Fee, Delivery Fee, Taxes & Gratuity.** Client agrees to pay restaurant the total charges listed on the applicable order form and any applicable additional charges for operational or administration costs (service fee). Applicable sales taxes will also be added to the final bill. Client understands that gratuity for the service staff is not included in the contract price and client has the unrestricted right to determine such amount, if any. In the event that the food and beverage minimum set forth herein are not reached, the food and beverage minimum will be substituted. Tax exempt organizations must furnish certificate of exemption to the restaurant seven (7) days in advance of event.
- Food Selections.** Choice of food items must be confirmed by client no less than one (1) week prior to the event. All food and beverage items must be supplied and prepared by restaurant. No outside food or beverage of any kind is permitted to be brought into restaurant by the client or its attendees. Restaurant policy does not permit "to-go" boxes for any banquet buffet.
- Guest Count.** Client shall provide restaurant with the number of guests not less than seven (7) business days prior to the event, which number is not subject to reduction when calculating charges for the event and in no event shall the total guest count exceed the room capacity of restaurant. Absent such notification, the number of guests set forth in the agreement shall be used for such purposes. Should client's actual guest count exceed the guest count provided, restaurant will use commercially reasonable efforts to accommodate such additional guests, subject, however to the availability of seating capacity, staffing, food, drink and other necessary items and client shall be charged for each additional guest and any additional work by restaurant. Client recognizes that in the event the room capacity is exceeded, the overcrowding may create a potential health and safety issue for client, client's guests and restaurant, its employees, other guests or invitees or the overcrowding may interfere with the operations of restaurant, its employees, other guests or invitees. Client agrees that in the event the capacity is exceeded, restaurant, in its sole and absolute discretion, may suspend and/or discontinue the event, in which event, client shall remain liable for amounts owing hereunder.
- Rules and Regulations; Conduct; Decorations.** Client and its guests shall abide by all rules and regulations prescribed by restaurant. Restaurant reserves the right to refuse the sale or service of alcoholic beverages to anyone at anytime. Any inappropriate dress, unprofessional behavior or use of vulgar language will be grounds for immediate eviction from restaurant property. All displays and/or decorations proposed by client will be subject to prior approval by restaurant.
- Event Hours.** Should the event exceed the time limits set forth herein, restaurant may, in its sole and exclusive discretion, charge client an additional fee for such excess time.
- Parking.** Self-parking is available, subject to availability, at H-E-B. All parking is at client's risk and restaurant shall not be responsible for any theft or other damage to vehicles when parking at restaurant.
- Contracted Services.** Client shall pay restaurant in advance for any outside services contracted for client by restaurant (floral, audio-visual, bakery, etc). Such payment is non-refundable if such services are unable to be cancelled. Client may not use any outside vendors without restaurant's prior approval.
- Deliveries.** Restaurant does not accept packages sent to restaurant for event. Restaurant assumes no liability in connection with the receipt or storage of such shipments.
- Electricity.** If client requires additional electrical power due to the needs of a band or dj, drayage company, decorator, or lighting designer, then that cost will be added to client's final bill. Electrical requirements must be received no later than seven (7) days prior to the event. Restaurant does not guarantee additional electricity on the day of the event.
- No Subcontracting; Resale; Advertising.** Client shall not contract, sublet or resell any matters related to the event to any third party. Client shall not sell tickets or otherwise market or promote the event to any third party to attract, solicit, or generate attendance at restaurant. No type of solicitation on restaurant property will be permitted at anytime.
- Security, Injury and Property.** Restaurant does not provide security for the event. Client agrees to indemnify, defend, and hold harmless restaurant from any claims, costs or expenses which arise related to any security issues. Restaurant is not responsible for any loss, damage, or injury that may occur to client, client's guests or attendees of the function, or to their property from any cause whatsoever, prior to, during or following the event.

- Indemnification.** Client shall indemnify, defend, and hold harmless restaurant, its principals, shareholders, directors, officers, affiliates, assigns, successors, agents, attorneys, and employees against and from any and all damages, liabilities, claims, or causes of action, including attorney's fees, arising out of client's or restaurant's performance of this agreement or related to the event or any acts or omissions of client or client's guests. The foregoing shall include, but not be limited to, damages to the restaurant, costs for excessive clean-up made necessary by client, client's guests or attendees, florists, decorators, or other outside agencies retained by client.

- Cancellation by Client.** Any cancellation by client shall be made in writing via email to the restaurant representative listed on this agreement. Cancellations made by phone call or by voicemail message will not be considered received unless supplemented by written cancellation. In the event the restaurant does not possess client's written cancellation, client must provide documentation of the original cancellation in order for the cancellation to be honored. In the event that client cancels this agreement or the event for any reason, client shall be liable, as liquidated damages, but not as a penalty to restaurant as follows:

- Seven (7) business days or less prior to the event, one hundred percent (100%) of the greater of (i) the amount invoiced by restaurant as full prepayment for the event, or (ii) the sum of the food and beverage minimum plus service fees and any applicable sales taxes.
- Sixty (60) to eight (8) business days prior to the event, fifty percent (50%) of the greater of (i) the amount invoiced by restaurant as full prepayment for the event, or (ii) the sum of the food and beverage minimum.
- Date of signing to sixty one (61) business days prior to the event, twenty five percent (25%) of the greater of (i) the amount invoiced by restaurant as full-prepayment for the event, or (ii) the sum of the food and beverage minimum.

Client agrees that the foregoing sum is in consideration of the speculative nature of any associated damages and the difficulty of estimating the same, and is bargained for liquidated damages provision and not a penalty, and is furthermore without prejudice to any further claims by restaurant.

- Cancellation by restaurant; Limitation of liability.** In the event that restaurant cancels this agreement for any reason other than a default by client hereunder, a refund of the deposit and any prepayments made will be processed within ten (10) business days. Client's sole and exclusive remedy against restaurant for any claim or lawsuit under any theory under agreement is limited to the return of the deposit and any prepayments. In no event shall restaurant's liability to client or any other person or entity arising out of or in connection with this agreement or the event exceed, in the aggregate, the total sums paid by client to restaurant hereunder with respect to which such liability relates, whether such liability is based on an action in contract, warranty, strict liability or tort (including, without limitation, negligence) or otherwise.

- Force Majeure/Act of God.** The obligations of the parties under this agreement shall be excused in whole or in part, as necessitated based on the circumstances, by acts of God such as fires, storms, rain, cold, water quality or conditions, lightning, or floods; confiscations or restraints of government (civil or military, including but not limited to inability to have access to roads or pathways); strikes or labor disputes, civil disturbance; or any other cause or combination thereof that is not within the reasonable control of the parties, and not otherwise due to any negligence or willful misconduct by the parties. If as a result of the foregoing the event restaurant is unable to perform its obligations under this agreement, such non-performance is excused and restaurant may terminate the agreement without further liability of any nature, upon return of client's deposit, less any out-of-pocket costs expended on client's behalf. In no event shall restaurant be liable for consequential or punitive damages of any nature for any reason whatsoever.

- Governing Law.** This agreement shall be governed by and construed in accordance with the laws of the state of Texas.

- Miscellaneous.** Should either party prevail in litigation to enforce the terms and conditions of this agreement, such party shall be entitled to recover its costs of litigation and its reasonable attorney fees as fixed by the trial court and, if any appeal is taken from any decision of the trial court, such further sum as may be fixed by the appellate court. The parties hereby waive trial by jury in any action, proceeding, or counterclaim brought by either party against the other (except for personal injury or property damage) on any matters whatsoever arising out of or in any way connected with this agreement. Client agrees that it shall comply with all applicable laws. This agreement is not assignable and any deposits or monies received on account are non-refundable except as provided herein. This agreement may not be altered or amended except in writing and signed by both parties. Customer acknowledges and agrees that this agreement is between customer and restaurant, and that none of the affiliates of restaurant shall be responsible for any obligations or liability arising under this agreement.

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FOR CATERING ORDERS CALL (210) 651-0415

For more information visit heb.com/3009

BREAKFAST BOXES *per person



ALL BREAKFAST BOXES INCLUDE:

- Seed & Fruit Granola
- Vanilla Bean Greek 100 No-Fat or Noosa Vanilla Bean Yogurt
- Banana, Mandarin Orange, Gala Apple or Red Grapes

Biscuit Sandwich Box\$7.75
with or without cheese

- choose from:** ○ Bacon Egg
○ Sausage Egg
○ Egg

Bagel Box\$5.75
Choice of bagel & cream cheese spread

- choose from:** ○ Plain Bagel
○ Cinnamon Raisin
○ Blueberry
○ Everything Bagel

- choose from:** ○ Plain Spread
○ Strawberry
○ Cinnamon Honey Pecan
○ Jalapeño

Kolache Box\$7.75
Choice of Kolache

- choose from:** ○ Sausage
○ Sausage & Cheese
○ Jalapeño Sausage & Cheese

Muffin Box\$5.25
Choice of muffin

- choose from:** ○ Blueberry
○ Chocolate Chip
○ Double Chocolate
○ Banana Nut
○ Cinnamon Chip
○ Zucchini Carrot

Taco & Salsa Box\$6.75
Choice of taco with or without cheese & salsa

- choose from:** ○ Bacon Egg
○ Sausage Egg
○ Potato Egg
○ Chorizo Egg

Texas Style Smoked Salmon & Bagel Box....\$8.75
Choice of bagel & cream cheese spread served with post oak smoked salmon, chopped egg, red onions & capers

- choose from:** ○ Plain Bagel
○ Sesame Seed
○ Everything Bagel

- choose from:** ○ Plain Spread
○ Chive & Onion
○ Jalapeño

BREAKFAST BAR *per person

Yogurt & Pastries\$7.00
Season's freshest fruit served with granola, assorted Greek 100 yogurts, breakfast muffins & Danishes

Homestyle Breakfast.....\$9.00
Crisp bacon, smoked sausage, scrambled eggs, breakfast potatoes & biscuits

Bagels & Smoked Salmon.....\$11.00
Assortment of bagels and cream cheese spreads, served with post oak hot smoked salmon, chopped eggs, red onions & capers



Breakfast Tacos.....\$9.00
Crisp bacon, smoked sausage, scrambled eggs, breakfast potatoes, cheddar cheese, salsas and flour & corn tortillas

Want a bar, but individually packaged?

We can do that!

50¢ per guest

(speak with catering manager for details)

SNACK BOX *per person



Snack Time.....\$2.75
Choose four of your favorite snacks packed in your own personal box

CHOOSE FOUR:

- Hummus, plain or red pepper
- Kettle Chips
- Pita Chips
- Pretzels
- Carrot & Celery Cup
- Artisan Cheddar
- Banana
- Gala Apple
- Mandarin Orange
- Red Grapes
- Seed & Dried Fruit Trail Mix
- Mixed Nut Snack Mix
- In-House Baked Gourmet Cookie
sugar, chocolate chunk or walnut chocolate chunk



LUNCH BOXES \$9.00

Your favorite lunch item packed in its own box, served with choice of two sides & sweet heat pickles

CHOOSE ONE

- Chipotle Turkey**
House smoked turkey breast, crispy bacon, avocado, tomatoes, red onions, lettuce, Pepper Jack & chipotle aioli served on toasted sourdough
- Chicken Club**
Smoked chicken, applewood bacon, provolone, lettuce, tomatoes & mayo served on toasted sourdough
- Vegan Delight**
Tomatoes, cucumbers, avocado, sunflower sprouts, pickled red onions, arugula & vegan aioli served on toasted sourdough

CHOOSE TWO

- Kettle Chips**
- Pretzels**
- Cole Slaw**
- Potato Salad**
- Apple**
- Banana**
- Mandarin Orange**
- Grapes**
- Banana Pudding**
- In-House Baked Gourmet Cookie**
choice of: sugar, chocolate chunk or walnut chocolate chunk

TRUE TEXAS BBQ® LUNCH OR DINNER BAR *price per guest

All-natural in-house smoked meats served with choice of two sides, bbq sauce, onions, pickles & sliced bread

Two Meat

meeting (1/4 lb. meat portions) \$12.29

event (1/3 lb. meat portions) \$14.00

Three Meat

meeting (1/4 lb. meat portions) \$14.79

event (1/3 lb. meat portions) \$16.00

CHOOSE MEAT

- Brisket**, sliced or chopped
- St. Louis Ribs** (additional \$2.50 per person)
- Carolina Style Pulled Pork**
- Turkey Breast**, sliced
- Chicken Quarter**
- Sausage Link**, sliced

CHOOSE TWO

- Creamed Corn**
- Potato Salad**
- Brisket Beans**
- Coleslaw**

Additional Side
\$2.00 per guest
(speak with catering manager for details)



BBQ Sandwiches

Served with bbq sauce, sliced onions, pickles, Martin's buns & one side

- choose from:**
- Creamed Corn**
 - Potato Salad**
 - Coleslaw** or
 - Brisket Beans**

Chopped Brisket \$6.00

Sliced Brisket \$7.50

Pulled Pork \$5.00

Sliced Turkey \$5.50

Loaded BBQ Baked Potato Bar \$8.00

Baked potato served with toppings of shredded cheddar cheese, chopped green onions, whipped butter, sour cream, one side & one meat

- choose from:**
- Creamed Corn**
 - Potato Salad**
 - Coleslaw** or
 - Brisket Beans**

- choose from:**
- Chopped Brisket** or
 - Turkey Breast**, diced

Broccoli & Queso Potato Bar \$8.00

Baked potato served with toppings of broccoli, chili con queso, pico de gallo & one side

- choose from:**
- Creamed Corn**
 - Potato Salad**
 - Coleslaw** or
 - Brisket Beans**

Want a bar, but individually packaged?

We can do that!

50¢ per guest

(speak with catering manager for details)

BEVERAGES

Includes cups, napkins, ice, lemons, sweeteners & creamers

PER GUEST

Good Origin Coffee \$1.25

UTZ certified, organic

Bottled Water \$1.00

still or sparkling

Sodas (12 oz cans) \$1.00

Coke, Diet Coke or Sprite

Complete Beverage Package \$3.00

Includes iced tea, coffee, water, lemonade and soda (Coke, Diet Coke & Sprite)

Unlimited service for 3 hours ~ requires a beverage station attendant.

PER GALLON *serves 8 guests

Iced Tea Gallon \$4.00

sweet or unsweet

Lemonade Gallon \$4.00



LUNCH OR DINNER BAR *price per guest

Classic Tacos\$8.00
Beef picadillo served with Spanish rice, charro beans, chips, salsa, pico de gallo and crispy & soft corn tortillas

Mango Caribe Tacos\$14.00
Blackened Alaskan pollack & shrimp served with Spanish rice, charro beans, mango pico de gallo, Caribe sauce and flour & corn tortillas

Tacos al Carbon.....\$14.00
Chicken & beef fajitas served with Spanish rice, charro beans, caramelized onions, poblano peppers, sour cream, guacamole, pico de gallo and flour & corn tortillas



Prime 1 Burgers.....\$8.00
Quarter pound Prime beef served with shredded lettuce, sliced tomato, pickles, mayonnaise, mustard, house kettle chips, Martin's buns & choice of 2 cheeses
○ American ○ Cheddar ○ Swiss or
○ Pepper Jack

Chicken Alfredo.....\$10.00
Sliced chicken breast served with cavatappi, Alfredo sauce, bread sticks & choice of salad ○ Caesar or ○ Garden

Chicken Parmesan\$10.00
Herb crumb crusted chicken breasts served with shredded mozzarella, tomato sauce, spinach orzo pasta, bread sticks & choice of salad ○ Caesar or ○ Garden

Want a bar, but individually packaged?
We can do that!
50¢ per guest
(speak with catering manager for details)

NIBBLES AND BITES *serves 20-30 guests

Classic Cheese & Charcuterie Platter\$60.00
Aged cheddar, Muenster, Brie, Pepper Jack, Amish Blue cheeses, peppercorn salami, dry cured salami, prosciutto, Boursin salami daisies with marinated olives & rosemary almonds

Seasonal Fruit\$35.00
Pineapple, assorted melons, blueberries, strawberries & kiwi

Crudité & Dips\$40.00
Broccoli, cauliflower, celery, sugar snap peas, baby carrots, cucumbers, green beans, sweet tomatoes with garlic hummus, ranch & love dips

Marinated Mushrooms.....\$20.00
Charred & marinated mushrooms in an herb vinaigrette

DESSERTS

MINI SIZED *serves 10 guests

Banana Pudding Parfait\$10.00

Pan de Polvo Butter Cookies...\$10.00
powder sugar, cinnamon sugar & plain

Brownie Bites.....\$15.00
fudge, walnut & caramel pretzel

Lemon Tart Squares.....\$15.00

Baklava Bites.....\$20.00

Chocolate Dipped Strawberries.....\$25.00

French Macaroons\$25.00



TEXAS SIZED *serves 24 guests

Cobbler.....\$24.00
peach, sour cherry, blackberry or cinnamon roasted apple

Chocolate Oreo Pudding.....\$24.00

Banana Pudding.....\$24.00

OUR SERVICES: We are committed to excellence in serving you and your guests. Our professional and experienced consultants are dedicated to helping you plan a professional event with a personal touch. We will gladly customize any combination of menu and beverage to provide an exceptional event for you and your guests.

STAFF & SERVICE: Menus presented in our brochure include disposable plates, plasticware and napkins. Premium disposable plates, plasticware and napkins are available for 50¢ per guest. Formal china, silver, crystal and linen are available to rent. We offer setup, full buffet service, manned carving stations, manned bars and full-service dining for additional fees. Service costs are based on your specific event and labor needs to deliver an outstanding experience.

\$50.00 setup fee for non-service style catering

\$20.00 per Partner service hour

* If additional clean-up of the event premises is required, a fee will be added to your proposal.

RENTALS & FINER TOUCHES: We are proud to partner with rental and event companies to provide the best quality and prices for all your finer touches. We can coordinate these for you, or we are happy to schedule an appointment for you to make your selections. Our consultants will recommend the number of rentals required for your event.

DELIVERY & TRAVEL FEES: Within 25 miles of our location no delivery fees for menu and beverage services, 20 guests minimum. We are happy to be a part of events outside of this distance and will add \$1.00 per driving mile fee to your proposal. If rentals are a part of your event, delivery and pick-up fees will be added, based on location.

* Buffet setup fee is additional.

* Van rental charges may apply if catering size is 75 people or more.

BOOKING YOUR EVENT: We want to help make your event a success. Although a few weeks' notice is often sufficient, for us to best serve you, we recommend confirming your event as soon as possible. Due to high volume, weekend or holiday events usually require more advance notice. A deposit is required to reserve the date and a signed contract will confirm the details. Due to a limited number of dates the deposit is non-refundable, see contract for cancellation details.

* Prices subject to change prior to booking event.

CHEF PREPARED KITCHEN & IN-HOUSE SMOKED MEATS: Our catering kitchen is run by trained chefs who select the freshest ingredients and ensure the best quality and taste for your event.

We are proud to serve all-natural meats smoked with post oak low and slow to ensure absolute tenderness. Highly-skilled pit masters trim, season and smoke all our meats to perfection in our restaurants daily.

- Our Angus brisket is antibiotic free
- Our natural pork is raised to exacting standards
- Our nitrate-free sausage is custom made in El Campo