

## ROOM RESERVATION AND CATERING CONTRACT

This agreement is by and between Abineau Enterprises, LLC d/b/a Abineau Lodge, whose address is 1080 Mountaineer Rd, Flagstaff, AZ 86001 (hereinafter "Lodge") and \_\_\_\_\_, (hereinafter "Guests") whose address is \_\_\_\_\_.

The Lodge is a commercial enterprise that operates under Coconino County hotel and restaurant licensing, is subject to regulations of the Coconino County Health Department and includes the Abineau Lodge Gift Shop that is a State licensed purveyor of beer and wine. Guest acknowledges and agrees that the rental of the facility is limited and restricted by State and Local codes and regulations and by the terms and conditions stated herein.

### I. PURPOSE

Guest desires to hold a special private event, designated the [Guest Name- Reunion, Wedding, Retreat or Other] and to invite participants to the Event at the Lodge and the Lodge is willing and able to rent its facilities, and provide services to Guest for the purpose of such special event on the terms and conditions stated herein. The purpose of this contract is to reserve the facilities for the event and to specify the services to be provided by the Lodge and other terms of the reservation.

### II. TERM/EARLY ARRIVALS/LATE DEPARTURES

The Lodge shall rent its facilities to Guest starting at 4pm on \_\_\_\_\_ (check in) through 11 am on \_\_\_\_\_ (check out). Guest is responsible for advising all of his/her invitees of the check -in and check-out times for the reservation and understands and agrees that Lodge does not guarantee availability of the facility for early arrivals or late departures. Any early arrivals or later departures are subject to a per room fee, if the room is ready and available, over and above the agreed upon group reservation rate set out in paragraph IX below. The additional fee to be applied shall be no less than \$25 per room and no more than the equivalent of one night's additional lodging.

### III. NUMBER/ NAMES OF GUESTS

The number of overnight guests shall not exceed 20 persons. Guest estimates that the number of overnight guests will be \_\_\_\_\_ and that the total number of participants to the event will be \_\_\_\_\_ including overnight guests, photographers, musicians, DJs, speakers, officiants and other persons involved in the event. The number of guests for the event is a guaranteed minimum for purposes of catering prices.

Guest understands and acknowledges that the rates and fees set forth herein are based upon the estimate set forth above and that the rates are subject to change in the event of any deviation in the actual versus the estimated number of participants. Guest agrees that Guest will pay any increased costs

associated with the modification in the estimated number of participants as set forth in the attached Rate and Fee Schedule.

Guest will provide the Lodge with a list of the names, addresses and email (if available) of all overnight guests as well as their assigned room numbers at least one week prior to arrival. Only those individuals listed are authorized to stay overnight at the Lodge. Guest will be responsible for assigning individual rooms to his/her invitees and will provide room assignment information to such invitees. A copy of the room layout is attached hereto.

At least 14 days prior to the arrival date, Guest will provide a final count of invitees to the event and all catering fees will be based upon this count. Any increase of more than 10% to the estimated number of guests may result in a complete modification to the estimated per person costs due to changes in staffing levels that may be needed to ensure the quality and timeliness of catering services. Any decrease in the number of guests from the estimated number will not necessarily result in a reduction to the catering costs.

#### IV. POLICIES

By entering into this Contract, Guest agrees to abide by the rules of use at the Lodge, which are attached hereto and incorporated herein by this reference. Guest is responsible for notifying his/her invitees of these policies and is solely responsible for the violation of any such policy by any invitee. Of particular importance are the following rules of use.

- Smoking is not allowed anywhere inside the building or within 25 feet of any window or door.
- All smoking materials must be extinguished in an appropriate ash tray, ash bucket or other suitable, non-flammable container. No smoking materials may be extinguished or thrown on the ground.
- No dogs or other pets are allowed inside the building without the prior authorization of the Owner except service dogs as allowed by the Americans With Disabilities Act. No pets are allowed anywhere within the dining area of the building.
- To the extent pets are permitted on the property, they must be on leash and under control at all times whether indoors or out. They may not be left unattended at any time except in the dog kennel, by prior arrangement.
- Children under 8 are allowed for special events. No children may be left unattended on the premises at any time and must be appropriately supervised by an adult at all times.

#### V. PREMISES

The premises leased by this Contract include exclusive use of all 9 individual guest rooms, and non-exclusive use of the upstairs and downstairs living rooms, dining room and outside deck areas. This contract does not grant access to the Lodge kitchen, storage rooms, laundry room or gift shop. Guest and all invitees are specifically precluded from entering upon or using the kitchen area in any way, including storage of food, use of utensils, plates, serving ware or other items located therein.

VI. STAFF

Lodge staff will be present on the premises each day from 7 am until 11 am and from 2 pm until 6 pm. Staff's duties include the ongoing operations of the business and they are available to provide services normally associated with a bed and breakfast stay. Any extra services or requests of staff should be directed toward the owner and additional fees, including an hourly rate may be assessed.

VII. NO OUTSIDE FOOD

The Lodge operates a licensed restaurant. Prepared foods, including cheese plates, sandwiches, dinners, appetizers must be arranged through the restaurant and no outside prepared foods may be brought on premises. Guest may bring prepackaged snacks that do not require assembly for consumption on premises. Guest is responsible for providing plates, cups, glasses, napkins and clean up of all such snacks. No items brought onto the premises by guest may be stored, assembled or served from or by the Lodge kitchen or staff. No food items may be left open in any common area or outside.

VIII. EVENT SCHEDULE

The schedule for the event, and times for meal service, are as set forth on the attached event schedule. In order to ensure appropriate staffing and quality of food served Guest will inform Lodge of any changes to the schedule at least 14 days in advance of the day of arrival. If no changes are made within that time frame Lodge will serve all meals as of the times indicated.

IX. CATERING

The Lodge agrees to provide catering services based upon the attached event schedule. Guest has set an initial budget of \_\_\_\_\_ for catering services. Lodge will provide a proposed menu for each requested meal service based upon the budget provided and the estimated number of guests. The final cost will be based upon the guest list provided in accordance with paragraph III above.

Any additions to the catering schedule shall be ordered at least 7 days in advance of the date of arrival. The estimated costs are based upon the number of invitees listed on the attached schedule for each meal and the following basic criteria:

Type of Service:	Sit Down	Buffet	Cocktail
Theme:	Casual	Country	Elegant
Main Course:	Beef or Pork	Chicken	Fish or Seafood
Special Requests:	Family Favorite	Vegetarian	Gluten Free

Leftover food items from the event will be disposed of by the Lodge. Because of health and safety regulations, and variables in maintaining safe temperatures and storage of food items there can be no exceptions to this rule.

X. ALCOHOL

Guest agrees that any and all wine and/or beer to be consumed during the term of the agreement shall be purchased from or through the Abineau Lodge Gift Shop. No wine or beer purchased off site may be brought upon the premises by any event participant or invitee. Alcohol other than wine or beer may be brought in from outside. Special order wine or beer may be ordered at least 7 days in advance. Any beer and wine that has been purchased through the Lodge Gift Shop may be taken home by Guest at the end of the event.

XI. FEES

The Lodge agrees to provide the following services and Guest agrees to pay for such services in the following amounts based upon the attached fee and rate schedule subject to any increase in the actual guest count at the time of the event.

- Lodging: \_\_\_\_\_
- Facility fee: (Estimated – to be determined by final guest count) \_\_\_\_\_
- Clean up and waste disposal fee: \_\_\_\_\_
- Additional staffing fees: (@ \$50 per hour): \_\_\_\_\_
- Catering Budget: \_\_\_\_\_
- Wine and Beer Allowance: \_\_\_\_\_
- Other: \_\_\_\_\_
- Service Charge: \_\_\_\_\_
- Sales Tax: \_\_\_\_\_

Estimated Total \_\_\_\_\_

The above total is subject to Guest requested modifications, the final catering menu and final guest count.

XII. PAYMENT TERMS

Guest shall pay a \$250 non-refundable booking fee at the time of making the reservation which will be credited against the total due upon arrival. Payment of \_\_\_\_\_ (all lodging costs) shall be made on or before \_\_\_\_\_ (90 days in advance of the day of arrival).

Guest shall pay the remaining balance on or before \_\_\_\_\_, (14 days in advance of arrival). Any additions to the total amount agreed to above shall be paid prior to departure.

XIII. CANCELLATION

Guest may cancel this Group Reservation/Event Agreement up to 90 days in advance of the day of arrival by written notice to the Lodge. In the event of cancellation by Guest pursuant to this paragraph all deposits and pre-payments except the \$250 non-refundable booking fee shall be returned to Guest.

In the event of a cancellation by Guest later than 90 days in advance of the day of arrival but more than 14 days in advance, all costs and fees except the fees for lodging and the non-refundable \$250 booking fee shall be refunded to Guest.

Guest shall be responsible for paying for all fees and costs pursuant to this Agreement if cancelled less than 14 days in advance and such a cancellation shall be considered a breach of this Agreement.

XIV. DAMAGES

Guest shall be liable for any and all damage, loss, theft and/or excess cleaning caused by Guest or any invitee of Guest. Excess cleaning includes cleaning for odor removal, dry cleaning, repainting, carpet replacement caused by Guest or Invitee pets, children or selves. Any violation of the Lodge's pet policy or no-smoking policy will be assumed to require excess cleaning costs. The Lodge will provide Guest with an itemized list of any damages or excess cleaning caused during the Event and Guest authorizes Lodge to charge the costs of such damages to the Guest credit card on file in lieu of taking an advance damage deposit.

XV. CREDIT CARD AUTHORIZATION

Guest has provided the Lodge with the following credit card information and authorizes the Lodge to utilize this credit card for payment of all charges and deposits as they become due in accordance with the payment schedule set forth in paragraph XI above.

- Credit Card Number: \_\_\_\_\_
- Type: \_\_\_\_\_
- Expiration Date: \_\_\_\_\_
- Security Code: \_\_\_\_\_
- Name on Card: \_\_\_\_\_
- Billing Address: \_\_\_\_\_
- Zip Code: \_\_\_\_\_

Cardholder Signature: \_\_\_\_\_

In the event any payment or deposit is declined by the credit card company, Guest shall immediately make payment by another method. Any deposit or payment that remains unpaid within 3 days of its due date shall be deemed a material breach of contract entitling Abineau to terminate the contract and retain all payments and or deposits made through the date of such termination.

XVI. WAIVER OF LIABILITY/INDEMNIFICATION

Guest waives any and all liability against the Lodge, its owners and/or employees for any damage, loss or injury to Guest, Guest's personal property, pets, or children caused by any other of Guest's invitees or event participants, their pets and/or children. Guest further agrees to indemnify and hold harmless the Lodge, its owners and/or employees for any damage, loss or injury caused by any Invitee or Event participant, including children and/or pets, to any other Invitee or participant, his/her personal property, pets and/or children.

XVII. ADDITIONAL SERVICES

Responsibility for purchase, coordination and delivery for the following items is solely that of Guest unless otherwise noted below.

- Decorating
- Sound Equipment
- Music
- Photographer
- Officiant
- Flowers
- Cake
- AV Equipment
- Rentals
- Other \_\_\_\_\_

The terms and conditions stated herein have been agreed to by :

Abineau Enterprises, LLC (the Lodge)

\_\_\_\_\_ Date: \_\_\_\_\_  
By: Wendy White

\_\_\_\_\_ Date: \_\_\_\_\_  
Guest

## RATE AND FEE SCHEDULE

- Lodging (from 4pm day of arrival to 11 am day of departure): \$1200 per night
- Early Arrival/ Late Departure: Per person, \$35. (Applied for any Guest or invitee of guest arriving before 4 pm or leaving after 11 am)
- Facility Rental (Price with rental of Lodge):
  - ≤20 guests (\$150);
  - 21-35 guests (\$300);
  - 36-50 guests (\$650);
  - 51-75 guests (\$1000)
- Facility Rental (without overnight rooms)
  - Outdoor only- \$2500
  - Conference Room- \$50 per hour or \$250 per day (9am-5pm)(Max. capacity-18)
- Clean up and garbage disposal fee: \$150
- Additional staffing fees: \$50 per hour (Before 7 am; between 11 am and 2pm; after 6pm )
- Catering:
  - Dinners : Minimum of \$25 per person
  - Lunches : Minimum of \$15 per person
  - Snacks : Minimum of \$5 per person
  - Extra Breakfasts : \$12 per person
- Wine and Beer: Based on bottle/case prices
- Rentals:
  - 10' X 20' Tent (\$150 per tent)
  - Outdoor Heater-TBD
  - Tent lights-TBD
  - Tables -TBD
  - Linens-TBD
  - Chairs-TBD
- Service Charge: 5% Of lodging and 15% of all catering costs.
- Sales Taxes: 7.737% of lodging and 7.725% of catering costs. (Subject to change)

# MULTI DAY EVENT SCHEDULE

(Indicate time of each meal and mark N/A for any service not required ):

**Arrival Date and Time:** \_\_\_\_\_ **Departure Date:** \_\_\_\_\_

1<sup>st</sup> Day:

Lunch: \_\_\_\_\_

Appetizers/Cocktail Hour/Wine Social: \_\_\_\_\_

Dinner: \_\_\_\_\_

2<sup>ND</sup> Day

Breakfast: (Std or Custom?) \_\_\_\_\_

Snacks: \_\_\_\_\_

Lunch: \_\_\_\_\_

Appetizers/Cocktail Hour/Wine Social: \_\_\_\_\_

Dinner: \_\_\_\_\_

3<sup>rd</sup> Day:

Breakfast: (Std or Custom?) \_\_\_\_\_

Snacks: \_\_\_\_\_

Lunch: \_\_\_\_\_

Appetizers/Cocktail Hour/Wine Social: \_\_\_\_\_

Dinner: \_\_\_\_\_