

# REDSTONE GATEWAY

## CONFERENCE CENTER

### Event Agreement

This event agreement between Redstone Gateway Conference and Dining Center which we will refer to as RGCDC and the client listed on page three (3) is made subject to the Event Agreement Terms and Conditions listed below

#### Taxes/Gratuities/Service Charges

All pricing and minimums stated in this contract and the minimum revenue do not include applicable taxes, fees, assessments, service charge or gratuity, and which are subject to change. If client claims tax exemption, proper documentation of exempt status to Restaurant must be provided at least 2 weeks prior to the event. Client agrees to pay all applicable taxes, service charges and gratuities which are currently stated as Sales tax 9% and Service and Gratuity Charge 20%.

#### Deposits

In order to secure the event date, client must provide a \$300 deposit at the time of signing the contract. The deposit will be applied to the total balance on the event. If any deposit is not paid when due, RGCDC reserves the right to require the payment of additional deposits. In addition, if any deposit is not paid by seven days after the due date, RGCDC will have the right, in its sole discretion, to consider the Contract cancelled by client and will be entitled to a Cancellation Processing Fee of twenty five (\$25) dollars. Failure to pay any deposit when due will not otherwise impact the enforceability of this Contract.

The total remaining balance must be paid no later than seven (7) days prior to the first day of the Event unless otherwise specified. Any overpayment will be refunded by RGCDC within fourteen days after the parties reach agreement on the final charges.

#### Payment Schedule

- Payment 1 - \$300 deposit due when signing the contract.
- Payment 2 – 50% of the remaining balance is due no later than thirty (30) days prior to the event date unless otherwise specified by RGCDC
- Payment 3 – The total remaining balance is due 7 days prior to the event date unless otherwise specified by RGCDC

#### Cancellation

If event cancellation occurs:

- More the (30) days prior to event date 25 percent (25%) of the deposit will be refunded.
- Less than (30) days but more the (7) days prior to the event date, the full deposit shall be forfeited by client and retained by RGCDC
- Less than (7) days prior to the event, the full deposit shall be forfeited, and the client is responsible for the contracted event agreement amount and any remaining balance

This cancellation policy remains in effect regardless of the weather. If RGCDC and client are able to come to an agreement on rescheduling the event, the rescheduled event must take place within six (6) months of the original scheduled date.

#### Attorney Fees

In any legal action to enforce the terms hereof or relating to the RGCDC event contract, regardless of the outcome, the client shall be held responsible for all costs incurred in connection with such action, including a reasonable attorney fee and court costs. Client acknowledges all attorney fees shall be classified and billed to client as “added cost”.

## **Guest Count**

Guest count cannot be reduced below the guest minimum required for the event. Expected (planned) guest count may only be reduced by 20% in the time between signing the contract and confirming the final guest count 7 days before event. \*Client agrees to at no time exceed the occupancy limit designated by the fire code and controlled by the fire-marshal's office. Client is responsible for any fines imposed by the Fire Marshal for exceeding this limit during their event.

The Final Guarantee (including special meal requests like vegetarian or gluten free) must be confirmed at least 7 days prior to the event. Guest count decreases will not be accepted after this deadline.

If client requests to add guests or submit special meal requests after the Final Guarantee or while on site, client agrees that RGCDC may provide substitute menu items based on availability and special meals may not be available. Client will be charged based on the Final Guarantee or actual number of persons served, whichever is higher.

## **Catering**

Due to RGCDC licensing and safety requirements, all food and beverage (including alcohol) served on RGCDC premises must be provided by RGCDC. No outside food or beverages allowed except for store bought cakes which must be in a sealed container with the ingredients clearly labeled. All catered menus have a minimum of 12 guests. Buffets do not provide unlimited or all you can eat servings. Based on availability, buffets may be replenished the day of an event for an additional fee. Not all buffet items are available to add-on at the time of the event. Leftover buffet food and beverage cannot be packaged "to-go" and must be consumed on site. Plated meals are charged per guest.

## **Alcoholic Beverages**

Redstone Gateway will fully comply with all alcohol beverage control laws including, without limitation:

- requesting proper legal identification of any person
- refusing service of any alcoholic beverages to any person or persons who are underage or cannot produce, upon request, proper identification, in Redstone Gateways' sole and absolute discretion
- Refusing service of an alcoholic beverage to any person or persons, who, in Redstone Gateways sole and absolute discretion, appears to be intoxicated or under the influence of mind altering substance.

If minors attending the event are observed consuming alcoholic beverages on the facility premise, RGCDC, in its sole and absolute discretion, shall have the right to immediately terminate the event without any further obligation to the client or any of the guests of the event.

Client will note that unused drink tickets are non-refundable

## **Banquet Event Order (BEO)**

Upon client providing event details and menu selections, RGCDC will prepare the Banquet Event Orders or BEO. RGCDC will submit the proposed BEO including the menu to client at least 14 days before the Event. The Client will then confirm the menu, event details and pricing and is requested to advise RGCDC of any changes or sign and return BEO no later than 7 days before the event. If BEOs are not signed and returned, they will be deemed accepted by Client. If RGCDC is unable to submit BEOs for approval on schedule because client has not provided menu selections or other required information, additional charges may apply.

## **Outside Contractors/Service Access**

Client may use outside contractors to provide service for the Event, subject to RGCDC advance approval which will not be unreasonably withheld. Outside contractors will be required to provide proof of insurance and sign a Hold Harmless agreement in favor of RGCDC before providing service on RGCDC premises

No outside food or beverages allowed except for store bought cakes which must be in a sealed container with the ingredients clearly labeled

Access to RGCDC is granted 1 hour prior to the designated rental unless otherwise specified on the BEO.

Deliveries and pick-up of rental equipment can be arranged outside of these times with prior notice and approval. RGCDC staff will do the decoration set up on a per quote basis.

**Decorations**

Safety and property damage are of primary concern.

- Any decorations attached to facility structures in any way must be approved prior to installation.
- No confetti, glitter, birdseed, fake rose petals, gumballs, skittles or other candy that could cause damage to the facility are allowed
- No sparklers or fireworks permitted in the facility
- All candles or open flames must be contained
- Any combustible, flammable or explosive material brought into the venue must be identified and approved.

Client is responsible for clearing all decorations and making sure the area is generally clean of trash and materials related to the event. All 3rd party rentals must be cleared to designated areas for pre-approved next day pick-up. The facility is not responsible for items brought in and not removed at the end of the scheduled event.

**Damages**

Client is responsible for all costs to repair the facility to its original condition for missing items or damages that are a direct result of the client or their guests or third-party contractors.

**Event Conduct**

The client should note that some adjacent areas may continue to have tenant/customer activities in progress during their event.

The Client is responsible for the action and property of its guests and vendors present at the facility at all times. Should one or more individuals on the premises prove to be a distraction or a threat to other guests or staff, RGCDC reserves the right to terminate the Event in whole or part if client refuses to cease disruptive actions, or if RGCDC in its reasonable discretion determines that there are unreasonable risks to the health or safety of guests or the property. Client will remain responsible for paying for the Event and RGCDC will have no liability for such termination.

Client is responsible for providing designated drivers or cab service for guests deemed unable to drive safely.

**Smoking Policy**

Redstone gateway is an enforced NON-SMOKING facility

**Photographs**

The facility reserves the right to take and use photographs of the event in promotional materials related to RGCDC. The Client hereby grants such right for the event and the attendees.

**Indemnification / Hold Harmless**

The client, by executing this application form/agreement for the facility rental, agrees to unconditionally indemnify and hold harmless Redstone Gateway Conference and Dining Center, its agents, servants, employees, and Executive Officers from and against any and all claims, damages, injuries, losses and expenses, including attorney fees, resulting from the client’s use of the facilities and their guest’s participation in the scheduled event, including set-up or clean-up or by any acts, directly or indirectly, of the Client, its guests, agents, caterer or other third-parties, related in any way to the rental of Redstone Gateway Conference and Dining Center.

**These terms are hereby agreed to by Redstone Gateway Conference and Dining Center and the Client**

\_\_\_\_\_  
RGCDC (print) Date

\_\_\_\_\_  
Client Name (print) Date

\_\_\_\_\_  
RGCDC (Signature)

\_\_\_\_\_  
Client Name (Signature)