Geysers on The Terrace

FACILITY POLICY

roadgrill@mail.com

307 899 5755

Rental Fee

- 1. The banquet facility rental fee is \$1150.00. This includes the venue room, tables and chairs set up and clean up. Rental equipment and décor are available, see list.
- 2. Bar staff (bartenders / cocktail), \$15.00 / hour per staff.
- 3. Catering kitchen rental fee is \$160.00. \$350 security deposit. Kitchen is insured, inspected and licensed. Obtaining catering is the responsibility of the client. All caterers must be insured and have an insurance certificate of good standing.
- 4. A signed contract, with payment in full, is required to rent our facility and secure your date.
- 5. Additional staff charges may be added per room set up, cleaning or any other specifics and will be discussed and added to your outstanding invoice. This includes rentals, any décor we provide. Set up and tear down of design is charged at \$35/hr.

Cancellation Policy

Since we remove the facility from our booking schedule, cancelation is as follows:

- 1. \$200.00 is nonrefundable.
- 2. Should you cancel more than 6 months prior, this rental / booking fee, minus the \$200 is refundable.
- 3. Should you cancel less than 3 months prior, 50% of this rental / booking fee is non-refundable.
- 4. Should you cancel less than 1 month prior, there is no refund for this fee.

Hours of Operation

Facility rental, 10:00am to 12:00am. Facility rental usage is for the day of event only. Additional hours on the day prior or the day after your event, for set up / removal of items only, can be rented if the facility is not booked at \$50.00 per hour. We release this ability 2 weeks prior to your event.

- 1. Additional hours will be charged \$75.00 per hour if the event and/or cleanup time exceeds 12:00 a.m. or if it exceeds a delegated deadline previously approved by staff.
- 2. All vendors have 1 hour after the designated deadline to vacate the premises. Arrangements must be made by the CLIENT to have all rental equipment picked up and removed from the Facility the same day as the event unless there is prior approval.
- 3. Geysers on the Terrace is not responsible for any damage or theft of any items left by the CLIENT or any guest attending the CLIENT's event.

Vendors

All vendors must be approved.

Vendors may have access to the facility prior to the event start time. It is your responsibility to have the vendor contact us as soon as possible. Equipment strike and removal must be completed by 1 hour after the end of your event time. Geysers on The Terrace is not responsible for overnight storage of items left by vendors. Rental usage is for the day of event only. Vendors must supply proof of insurance or sign an insurance waiver (see vendor waiver below), indemnifying RoadGrill, LLC dba Geysers on The Terrace, KLBG Properties and Karl & Lynn Lampe from damages.

Facility Policy

- 1. Decorations or signage may not be attached to any surface with nails or any duct tape type tape. Painters tape is permissible. All decor must be approved prior to your event.
- 2. Balloons are not allowed unless they are secured.
- 3. Confetti or glitter may not be used! Should you bring glitter or confetti onto the property / building, \$100.00 will be added to your invoice for cleaning purposes!
- 4. Candles may be used on the tables if they are enclosed in glass and protected from wax drippings. The User may be charged \$60.00/per tablecloth for any damage to due to candle wax. Candles may be placed on the fireplace mantle ONLY if they are enclosed in a glass container. Other flammable items such as sparklers, matchbooks, etc. are not permitted within the building.
- 5. Use of the fireplace is not permitted.
- **6.** No fireworks, as this requires a City of Cody permit and a fireworks specialist. **This includes** sparklers.
- 7. Smoking is not permitted inside the building. There is a designated smoking area on the east side of the building.

Unforeseeable Circumstances

The performance of this contract, by either party, is subject to the acts of God, war, terrorism, government regulations, disaster, unauthorized (wild cat strikes) civil disorder, curtailment of transportation facilities, or other emergencies making it impossible/ inadvisable to hold the client's event. If the event is terminated for one or more of the above reasons, all refunds of deposits + fees due Geysers on The Terrace will be negotiated with client.

Damages

The User is responsible for

- (1) supervision and control of group or individuals to prevent injury and ensure safety, before, during and after use of the building,
- (2) payment of fees and charges, and
- (3) damage to equipment, property or grounds which occur because of their scheduled activity. Any damages other than normal wear and tear will be charged to the User and may include charges for repair and loss of use, if applicable. These damages will be reported immediately by telephone and follow up letter. The User must be at least 21 years of age, must be present during the event and will be considered the responsible party in case of damage, theft, injury or disturbances during the event.

Geysers on The Terrace will not be responsible for loss or theft of articles left in the building.

Conduct + Liability

Geysers on The Terrace is not responsible or liable for any injury to persons or damage to property not caused directly by Geysers on The Terrace or its employees. Personal property brought by Client, Clients' guests or Clients' subcontractors is not the responsibility of Geysers on The Terrace. The Client agrees to and hereby indemnifies and holds harmless Geysers on The Terrace against all claims, liabilities or costs and whether by reason of personal injury, death or property damage out of or connected with the Event caused or contributed by the intentional acts or negligence of the Client, Client's guests or Client's subcontractors.

All minors must have adequate adult supervision; parents will be held responsible for their children.

We reserve the right to refuse service at any time.

Celebrate with Care / Bar Services

- Geysers on The Terrace staff reserves the right to make decisions on continued service of alcoholic beverages.
- All alcohol must be purchased through Geysers on The Terrace. **NO other alcohol is permitted**. All alcohol must be consumed at the event and will not be allowed to leave the premises / property. Any other alcohol brought to an event, in which Geysers on The Terrace is providing the bar, will be confiscated.
- Geysers on The Terrace is happy to provide alcohol services for your event anywhere within the State of Wyoming. City or County permits are required and will be added to your bill. Additional bartender hours will be added due to set up and tear down of the bar. This will be portal to portal.
- All alcohol, wine and beer be priced per glass. Glassware will be disposable unless otherwise specified.
- No off sale allowed.

Hosted Bar: the contracted party may purchase alcohol for their guests.

Cash Bar: all guests purchase their own alcohol.

Combination Bar: multiple variations on what is served and who pays. To personalize, ask for details.

- All bars will be staffed with Geysers on The Terrace bartenders, as necessary, 1-2 per 100 guests.
- Tableside service may be arranged and performed by bar / staff; 18 years or older.
- All guests must have a valid ID, if planning to consume alcoholic beverages, including the wedding party. Wrist bands or some age identifier MAY be issued to ALL guests indicating they are 21 or older.
- Any minors drinking alcoholic beverages, both parents and the minor(s) will be asked to leave.
- Any guest caught providing alcohol to any underage guest, will be asked to leave the premises.
- We reserve the right to cease alcohol service to any guest.

Geysers on The Terrace staff will proceed as follows when an alcohol related problem develops:

- 1. Notify the contact person of the event.
- 2. Cease serving individual(s).
- 3. Ask problem individual(s) to leave.
- 4. Close the bar.
- 5. Call the police.

Legal Responsibility

Client shall be solely responsible for any theft or damage to the premises or equipment caused by client, client's guests, independent contractors or other agents of client including excessive clean-up incurred because of damages. Client agrees to indemnify and hold harmless KLBG Properties, LLC; RoadGrill, LLC, dba Geysers on The Terrace, for any damage, theft, or loss of property (including, without limitation, equipment, plates, utensils and motor vehicles) occurring at the Event that is caused by persons attending the Event. This includes all rental equipment. In the event of attorneys' fees or other costs are incurred to secure performance of any of the obligations herein provided for, to obtain damages for breach thereof, or to obtain any other appropriate relief, whether by way of prosecution or defense, the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees and cost herein.

KITCHEN FACILITIES USE AGREEMENT

- A. Provider desires to provide to Client the use of this commercial kitchen facility held for rental to qualified users, which kitchen facility is located at 525 W Yellowstone Ave., Cody WY 82414 (the Site"), and is more particularly described on Schedule "A" to this Agreement (the "Kitchen").
- B. Client desires to rent the kitchen facility or facilities described and contracted for in this Agreement and located at the Site (the "Facilities") under the terms and conditions described herein. NOW THEREFORE, in consideration of the mutual agreements made herein, Client and Provider agree as follows:
- 1. Conditional Use. So long as Client has complied with all of the terms and conditions of this Agreement, and for so long as Client shall continue to so comply, Provider grants to Client the nonexclusive right and license to use the kitchen facilities described in Section 2 below, for the uses, during the times, and in consideration of the rental payments and other promises made herein.
- 2. All food and beverage must be provided by a caterer licensed by the State of Wyoming and/or purchased commercially. The only exclusion is when invited guests only are present. Under that exclusion, a private party renting facility space can bring in food from a source other than a licensed caterer, as long as only invited guests are served. You can serve food you've prepared to your invited guests.
- 3. Client must obtain insurance as we are held to strict audit and procedure guidelines by our insurance carrier, we must set the following requirements for insurance verification purposes. These requirements must be supplied to us before you work in the form of the standard Accord insurance certificate provided by your insurance agent.
- \$1,000,000 General Liability insurance including products/completed operations on a "per occurrence" basis
- RoadGrill, LLC dba Geysers on the Terrace, MUST BE NAMED AS ADDITIONAL INSURED on the certificate
- "Any and all jobs" must be listed on the certificate.

C. Reservation; Reservations are confirmed upon receipt by Provider of the Deposit. Reservations remain valid subject to compliance with this Agreement and the receipt by Provider of written proof of insurance in a form satisfactory to Provider The Deposit will be returned within three (3) days after the end of the Period.

Nature and Conditions of Use. Client shall use the Facilities for the sole and exclusive purpose of preparing food for service in compliance with all laws and sound food handling practices. Client shall vacate the Site not later than the end of the Period of Use, leaving the Site and the Facilities in a clean condition, as "clean condition" is defined according to the policies and procedures of Provider. Client shall comply with all applicable laws with respect to its use of the Facilities, its presence at the Site, its service and the consumption of any food prepared at the Site, and all laws, rules and regulations with respect to food safety and sanitation as may govern the preparation of food at the Site during the Period of Use. Client shall take good care of the Facilities and shall comply with the terms and conditions of any leases, licenses or other agreements relating to the Facilities. Client shall comply with all of Provider's policies and procedures regarding access to and use of the Facilities, including, without limitation, procedures for the cleaning, hygiene and physical security of the Facilities.

Management and Scheduling. Provider retains the exclusive right, in its sole discretion, to manage and schedule the Site, including, without limitation, the establishment of appropriate policies and procedures for use of the Site. Client agrees to comply with such policies and procedures as they are adopted and updated from time to time by Provider.

Included Items and Services. Except as set forth in this Section, no supplies, products, labor, services or other items are supplied for use by Client. In addition to the provision of access to the Facilities pursuant to this Agreement, Provider will provide to Client dish sanitizer, dish soap, cleaning supplies including sanitizer, mops, floor cleaner and access to garbage on site, ovens, grill, stove tops burners, speed rack w 15 sheet pans, 4 large pots, 1 braizer w lid and utilities normally supplied to the Site at no additional charge. Other rental items are available.

Costs of Operation. Except as otherwise provided in this Agreement or as otherwise agreed in writing by Provider and Client, Provider and Client shall each be responsible for any costs and expenses it incurs in connection with the performance of this Agreement or operation of its business.

Indemnity. Client shall defend, indemnify and hold Provider harmless from any liability, loss, claim, action, damage, cost and expense (including, without limitation, reasonable attorneys' fees and court costs) arising out of (i) breach, or any allegation of a breach, by Client pursuant to this Agreement (ii) fault or negligence, or any allegation of fault or negligence, of Client, its employees or agents, (iii) Client's access to or use of the Facilities, (iv) damage to any property or injuries, sickness or death of any person (x) caused by, or alleged to be caused by, any work or operations performed by Client or any other entity under or by reason of this Agreement or (y) which damage, injury, sickness or death occurs on, in or about, or is claimed to have occurred on, in or about the Site, or relate to, or is claimed to relate to, access to or use of the Facilities. The provisions of this section shall survive termination of this Agreement for any reason.

Forces Majeure. Provider shall be excused from perfo	ormance pursuant to	this Agreement for any period it is prevented from performing in whole	
or in part, as a result of an act of God, Renter Initial _	Date	war, civil disturbance, court order, labor dispute or other cause beyond	
its reasonable control. and such nonperformance shall not be a ground for liability to Provider.			

Facility CONTRACT

Date_____

Event		Event Date:		
Organization / Group Nar	ne			
Contact Person		Phone		
Address		email		
Estimated # Guests	Start time	End time		
Tables	Linens	colors		
Rentals:			-	
Bar Service		StartEnd		
\$1150.00 rental for facility \$160.00 Catering kitchen / \$50.00 per hour . Day prior We will • Any additional event cha	ust provide proof of insurance or significant provide proof of insurance or significant provides and states are significant provided. States are significant provided in the set up 1 weeks arges, ie, alcohol sales, broken plates.	anup nt Hours/ s prior to your event. es, glasses, will be billed at the		
int. Booking,int. Client shall be solely responsible for contractors or other agents of client in the harmless KLBG Properties, LLC; Rewithout limitation, equipment, plates This includes all rental equipment. In the event of attorneys' fees or other damages for breach thereof, or to obbe entitled to recover from the losing I have read and agree to the Terms a Facility Use Agreement as is set forthere.	Payment,int. Cancellation Polically the premises or equipment and the premises or equipment and the premises or equipment and the premises of th	icy has been reviewed/agreed upon nt caused by client, client's guests, independent damages. Client agrees to indemnify and hold any damage, theft, or loss of property (including ent that is caused by persons attending the Even y of the obligations herein provided for, to obtain of prosecution or defense, the prevailing party son. The Terrace which are incorporated in the trace with applicable fees and deposits to reserve	g, in shal	
Client	Geysers on The Terrace	Date	_	
Geysers o	Remit payment to: n The Terrace 208 N 44th St.	Cody, WY 82414		

Event Date			

Rental Fee

- 1. Catering kitchen rental fee is **\$160.00**. Kitchen is insured, inspected and licensed.
- 2. A security deposit of \$350 (check) must be paid upon rental of the kitchen. This check will be returned within 3 days after all inventory of equipment / small wares and cleaning inspection. Geysers on the Terrace reserves the right to keep all or part of any deposit value rendered upon inspection of the rental facility and damages, cleaning, or any infractions of the rules are assessed. PERMITTEE assumes full responsibility for and agrees to pay for all costs of repairs & cleaning at \$50 per man hour, plus all repair costs at actual cost-plus labor resulting from damages, cleaning, and/or other liabilities and infractions during the rental period in addition to forfeiting any deposits already paid.
- 3. All caterers must be insured and have a certificate of good standing.
- 4. A signed contract, with security deposit and payment in full, is required to rent our facility and hold your event date.

Cancellation Policy

Since we remove the facility from our booking schedule, cancelation is as follows:

- 1. \$50.00 is nonrefundable.
- 2. Should you cancel more than 6 months prior, this rental / booking fee, minus the \$50 is refundable.
- 3. Should you cancel less than 3 months prior, 50% of this rental / booking fee is non-refundable.
- 4. Should you cancel less than 1 month prior, there is no refund for this fee.

Hours of Operation

Facility rental, **8:00am to 12:00am.** Facility rental usage is for the day of event only. Additional hours on the day prior or the day after your event, for prep can be rented if the facility is not booked at **\$35.00 per hour**.

4. Additional hours will be charged \$35.00 per hour if the event and/or cleanup time exceeds 12:00 a.m. or if it exceeds a delegated deadline previously approved by staff.

Contact Person _____Phone____

5. Geysers on the Terrace is not responsible for any damage or theft of any items left by the CLIENT or any guest attending the CLIENT's event.

NO ALCOHOL consumption is allowed while working, in the kitchen, within Geysers on The Terrace.

Address		email
Rent paid	Security deposit	Date
prior and contemporaneous agreen unless executed in writing by all of to contemporaneous or subsequent circumstare executed simultaneously in one or more coul instrument. This Agreement shall bind and in party's obligation hereunder is unique. If any impracticable to measure the resulting dama specific performance or injunctive relief, and default by any of the parties of any of their recontemplated by it shall be consummated outransaction consummated by it; provided, hounder the law. If any legal action or other arientitled to recover reasonable attorneys' fee All notices, requests, demands and other consumers.	the parties. No waiver shall be deemed to constitute a value. No waiver shall be deemed to constitute a value. No waiver shall be binding unless executed in writing landers, each of which shall be deemed an original, but the benefit of the parties to it and their respective party should default in its obligations under this Agreemed accordingly, the non-defaulting party, in addition to all the parties each expressly waive the defense that a remediate representations, warranties, covenants or agreed in the Closing Date, each of the parties waives any right the powever, that this waiver shall not affect any other rights or bitration or proceeding is brought for the enforcement of each other costs incurred in the action or proceeding, in a munications under this Agreement shall be in writing and whom notice is to be given, or on the third day after mailing epaid, and properly addressed as follows:	by the party making the waiver. This Agreement may be all of which shall together constitute one and the same heirs, legal representatives, successors and assigns. Each ent, the parties each acknowledge that it would be extremely any other available rights and remedies, may sue in equity for edy in damages will be adequate. Notwithstanding any breach or ements under this Agreement, if the purchase and sale
To Client:	priı	nt name
IN WITNESS WHEREOF, the p	arties to this Agreement have duly executed	it on the day and year set forth herein below.

Facility Vendor Agreement / Waiver Geysers on The Terrace

525 West Yellowstone Avenue Cody, WY 82414 307 899 5755

Vendor Name		
Event / Client		
Date:	Start time	End time
Contact Person		phone
Address		email
equipment caused by the up incurred during dama working an event within tharmless RoadGrill, LLC Lynn Lampe for any dame event, as well as all dama Properties, LLC or Karl Terrace for the event. The In the event of attothe obligations herein proappropriate relief, whether to recover from the losing I have read and agree to Terrace which are incorphave provided Geysers or recognize that I am also recognize that I am al	evendor and or his/her employees. NO ALCOHOL consumages. NO ALCOHOL consumages on The Terrace. The daysers on The Terrace ages, theft or loss of Geysers ges or claims asserted against & Lynn Lampe arising from the includes all rental equipments includes all rental equipments or the costs are ovided for, to obtain damages for by way of prosecution or degree by way of prosecution or degree by the Terms and Conditions apported in this Vendor Agree on The Terrace with applicable	incurred to secure performance of any of for breach thereof, or to obtain any other efense, the prevailing party shall be entitled fees and cost herein. oplicable to the use of Geysers on The ment / Waiver as if set forth herein and I e deposits to reserve space for my event. I employees are aware of and will abide by
Signature		Date

Rentals and Services

Facility: \$1150.00 Includes building, tables, chairs, physical bar

Kitchen \$160.00

Event Staff: bartenders, cocktail \$15.00 / hour Event planning, décor set up/tear down \$35.00 / hour

Dinnerware:

Dinner plate (10 ½") \$0.75ea Salad plate (8") \$0.75ea Bread/butter plate (6") \$0.75ea Coffee Cup \$0.75ea \$0.75ea Saucer Water Goblets \$0.75ea Cocktail rocks glassware \$0.75ea Wine, 9 oz \$0.75ea Champagne flute \$0.75ea \$0.35ea Flatware Fork, salad fork, knife, spoon

5 tiered White Cupcake Stand \$20.00

Décor Available

Fireplace Cover, linen, lights \$165.00 Fireplace Mantel Décor TBD

Wall lighting with Linen / each side fireplace \$85.00

Mobile Serpentine Bar w linen \$60.00