

### Rental Fee

1. The banquet facility rental fee is **\$750.00**. This includes tables, chairs and bar / bartenders.
2. Catering kitchen rental fee is **\$160.00**. Kitchen is insured, inspected and licensed. Obtaining catering is the responsibility of the client. All caterers must be insured and have a certificate of good standing.
3. A signed contract, with payment in full, is required to rent our facility and hold your event date.
4. Additional staff charges may be added per room set up, cleaning or any other specifics and will be discussed prior to contract signing.

### 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, **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 set up, can be rented if the facility is not booked at **\$50.00 per hour**.

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. All 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.

**NO ALCOHOL** consumption is allowed per any vendor, while working an event, within Geysers on The Terrace.

## **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 insure 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. 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 deemed 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 performance 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

Event \_\_\_\_\_ Date: \_\_\_\_\_ Start \_\_\_\_\_ End \_\_\_\_\_

Organization / Group Name \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ email \_\_\_\_\_

Table set up \_\_\_\_\_

Other \_\_\_\_\_

Bar Service \_\_\_\_\_ Start \_\_\_\_\_ End \_\_\_\_\_

Vendors: \_\_\_\_\_

All vendors must provide proof of insurance or sign a waiver of responsibility.

- **\$750.00** rental for facility, includes tables and chairs
- **\$160.00** Catering kitchen / **\$350** Safety deposit paid by caterer
- Any additional event charges, ie, alcohol sales, broken plates, glasses, discarded silverware will be billed at the conclusion of the event and are due upon receipt of an invoice.

\_\_\_\_\_int. Booking, Payment and Cancellation Policy has been reviewed and agreed upon.

\_\_\_\_\_Special set up instructions:

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.

I have read and agree to the Terms and Conditions applicable to the use of Geysers on The Terrace which are incorporated in the Facility Use Agreement as is set forth herein and I have provided Geysers on The Terrace with applicable fees and deposits to reserve space for my event. I recognize that I am also responsible to ensure that my guests or my organization are aware of and will abide by the terms and conditions surrounding the use of Geysers on The Terrace.

Client \_\_\_\_\_ Geysers on The Terrace \_\_\_\_\_ Date \_\_\_\_\_

Remit payment to:

Geysers on The Terrace 208 N 44th St. Cody, WY 82414  
events@geysersontheterrace.com 307 899 5755

# Geysers on the Terrace Kitchen Rental

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.
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.

Contact Person \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ email \_\_\_\_\_

Rent paid \_\_\_\_\_ Security deposit \_\_\_\_\_ Date \_\_\_\_\_

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter herein and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No modification hereof shall be binding unless executed in writing by all of the parties. No waiver shall be deemed to constitute a waiver of the same or any similar provision in any contemporaneous or subsequent circumstance. No waiver shall be binding unless executed in writing by the party making the waiver. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument. This Agreement shall bind and inure to the benefit of the parties to it and their respective heirs, legal representatives, successors and assigns. Each party's obligation hereunder is unique. If any party should default in its obligations under this Agreement, the parties each acknowledge that it would be extremely impracticable to measure the resulting damages; accordingly, the non-defaulting party, in addition to any other available rights and remedies, may sue in equity for specific performance or injunctive relief, and the parties each expressly waive the defense that a remedy in damages will be adequate. Notwithstanding any breach or default by any of the parties of any of their respective representations, warranties, covenants or agreements under this Agreement, if the purchase and sale contemplated by it shall be consummated on the Closing Date, each of the parties waives any right that it or they may have to rescind this Agreement or the transaction consummated by it; provided, however, that this waiver shall not affect any other rights or remedies available to the parties under this Agreement or under the law. If any legal action or other arbitration or proceeding is brought for the enforcement of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in the action or proceeding, in addition to any other relief to which it or they may be entitled. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and properly addressed as follows:

To Provider: Geysers on the Terrace, 525 W Yellowstone Ave., Cody, WY 82414

To Client: \_\_\_\_\_ print name

**IN WITNESS WHEREOF, the parties to this Agreement have duly executed it on the day and year set forth herein below.**

Geysers on the Terrace: \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

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 \_\_\_\_\_

\_\_\_\_\_

The Vendor shall be solely responsible for any theft or damage to the premises or equipment caused by the vendor and or his/her employees or partners including excessive clean up incurred during damages. NO ALCOHOL consumption is allowed per any vendor while working an event within Geysers on The Terrace. The Vendor agrees to indemnify and hold harmless RoadGrill, LLC dba Geysers on The Terrace, KLBG Properties, LLC and Karl & Lynn Lampe for any damages, theft or loss of Geysers on The Terrace's property during the event, as well as all damages or claims asserted against Geysers on The Terrace, KLBG Properties, LLC or Karl & Lynn Lampe arising from the Vendor's use of Geysers on The Terrace for 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.

I have read and agree to the Terms and Conditions applicable to the use of Geysers on The Terrace which are incorporated in this Vendor Agreement / Waiver as if set forth herein and I have provided Geysers on The Terrace with applicable deposits to reserve space for my event. I recognize that I am also responsible to ensure that my employees are aware of and will abide by the terms and conditions surrounding the use of Geysers on The Terrace.

Signature \_\_\_\_\_ Date \_\_\_\_\_