

# ARIZONA SNOWBOWL BANQUET AND FACILITIES POLICIES AND PROCEDURES

*The following policies and procedures have been established to enable the Snowbowl to accommodate the booking of your next event/function at the Snowbowl.*

**FACILITIES:** Facility assignments are based on the anticipated number of guests. Requested locations will be honored, however, relocation may be required if there is an unanticipated event. Guests will be admitted to and expected to depart from the facilities in accordance with the specified times. Events which last longer than 7 hours will be charged at \$150 per hour unless prior arrangements have been made.

**FOOD AND BEVERAGE SERVICES:** All food and beverage must be supplied and prepared by Snowbowl (with the exception of wedding cakes). As is customary, all food and beverage prices are subject to change due to fluctuating costs. Menus are to be finalized in writing 21 days prior to the event.

The attendance for the event must be specified and communicated in writing to the Snowbowl by 12:00 pm 14 days in advance of the event. This will be considered the guarantee, not subject to reduction. If the guarantee is not timely given, the expected number will automatically become the guarantee. The patron will be billed for the number of persons guaranteed or the number actually served, whichever is greater. If the actual attendance count on the day of the event/function exceeds the guarantee, and additional 5% per meal per guest in excess of the guarantee will be charged.

**ALCOHOL:** The sales, service and consumption of alcoholic beverages are regulated by the Arizona Department of Liquor License and Control. Snowbowl, as an alcohol beverage licensee, is subject to regulations which prohibit alcoholic beverages from being brought into the facilities from outside sources. All alcoholic beverages must be supplied and served by Snowbowl. Snowbowl's license requires Snowbowl to request proper identification and to refuse service to any person who cannot produce proper identification and to any person who appears, in the judgment of the Snowbowl, to be intoxicated.

**DEPOSITS AND PAYMENT:** To secure a definite booking, a lodge rental fee is payable in advance and is non-refundable but applied to the final invoice for the event/function. The full cost (100%) of the food and beverage is due 10 days prior to the event/function. The balance is due and payable by the conclusion of the event/function. All payment shall be made in US dollars in cash, by traveler's check, by credit card or by cashier's check. All past due amounts will be charged simple interest at the rate of 18% per annum.

**TAXES:** All federal, state and local taxes which may be imposed or be applicable to the rental or the services rendered by Snowbowl shall be in addition to the charges imposed by the Snowbowl and shall be paid separately by the patron. The current tax rate is 6.725%.

**GRATUITY:** Food and beverage sales are subject to an 18% gratuity charge.

**CANCELLATION:** In the event of cancellation in writing with 96 hours (4 days) prior to the event/function, 50% of the food and beverage deposit, less any expenses incurred through the date of cancellation, will be refunded.

**SHIPPING AND RECEIVING:** If it is necessary to ship or deliver materials or equipment prior to the commencement of the event/function, special arrangements must be made in advance and all expenses for shipping and delivery shall be patron's responsibility.

**ENTERTAINMENT:** Patrons may provide for their own live music or disc jockey. Snowbowl reserves the right of advance approval of all outside contractors. Proof of insurance may be required. Special requirements must be specified in writing 21 days prior to the event/function and charges will be based on labor involved and the nature of the requirements.

**DECORATIONS:** To avoid damage, Snowbowl does not permit the affixing of anything to walls, floors or ceilings by any means without prior approval. Glitter, confetti, rice or birdseed are not to be used anywhere in or around the facilities. All materials set up by patron, including decorations, tables, chairs and other items, are subject to the approval of Snowbowl and must be removed by the conclusion of the event/function or an extra clean up charge will be assessed based on the labor involved.

**OUTDOOR FUNCTIONS:** Snowbowl reserves the right to make the final decision regarding outdoor events. The decision on whether the event/function will be indoors or outdoors, with regard to current and projected weather conditions, will be made prior to the scheduled commencement of the event/function.

**REGULATIONS:** Patron agrees to comply with all laws, ordinances and regulations governing its activities while on Snowbowl property and patron agrees to indemnify and hold harmless Snowbowl from all penalties, damages or other losses resulting from Patron's failure to so comply. Snowbowl reserves the right to inspect and control all events/functions and to modify services as necessary.

**GENERAL LIABILITY:** Patron agrees to be responsible for any damage done to the Snowbowl premises or equipment by the patron or patron's guests, invitees, or outside contractors. The facility will be inspected immediately before and after the event/function. Any damage will be charged accordingly. Snowbowl cannot assume responsibility for damage or loss, no matter what the cause, of any merchandise, equipment or personal effects left on the Snowbowl premises prior to, during or following the event/function. Security arrangements should be made for all items left unattended for any time. Patron agrees to release Snowbowl, its officers, directors, shareholders, employees, agents and representatives from any and all liability or responsibility for injuries or damages sustained in connection with the event/function.

**CONTRACT LIABILITY:** Snowbowl shall not be liable for nonperformance if the nonperformance is attributable to labor troubles, disputes or strikes, accidents, government requisitions, restrictions on travel, transportation, foods, beverages or supplies, acts of war, national emergencies, acts of nature or god, and other causes, whether enumerated herein or not, beyond the control of management preventing or interfering with performance. In no event will Snowbowl be responsible for collateral or consequential damages whether based on breach of contract, warranty or otherwise.

**NON-SMOKING FACILITY:** Snowbowl facilities are non-smoking.



## EVENT CONTRACT

**Date of Contract:** \_\_\_\_\_

**Parties:** The Arizona Snowbowl Limited Partnership, an Arizona limited partnership ("Snowbowl").

\_\_\_\_\_, ("CONTRACTING PARTY")

### EVENT INFORMATION

**Contact Person:** \_\_\_\_\_

**Address:** Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

**Date of Event:** \_\_\_\_\_ Location of Event: \_\_\_\_\_

**Time:** Start: \_\_\_\_\_ Completion: \_\_\_\_\_

Additional charge if over 7 hours: \_\_\_\_\_

**Deposits:** Nonrefundable lodge rental fee: \$ \_\_\_\_\_

100% food and beverage deposit due: \_\_\_\_\_

**Menu Selection:** Date of Selection Deadline: \_\_\_\_\_

\_\_\_\_\_ Single Item Function, or \_\_\_\_\_ Multiple Item Function

Menu Alteration Charges: \_\_\_\_\_

Prices: See attached price sheet.

**Attendance:** Estimated: \_\_\_\_\_ Guarantee Deadline: \_\_\_\_\_

**Terms and Conditions:**

The terms, conditions, policies and procedures set forth in the attached "Arizona Snowbowl Contract Terms and Conditions" are incorporated by reference in their entirety. By signing below, the parties agree that they have read, understood and agree to be bound by such terms and conditions.

**Miscellaneous:**

(a) This Agreement shall be governed by the laws of the State of Arizona, without giving effect to its choice of law principles and each party hereby consents to the jurisdiction and venue of any court of competent jurisdiction in Coconino County, Arizona or Maricopa County, Arizona; (b) in the event that Snowbowl employs attorney(s) to enforce the provisions of this Agreement, the non-prevailing party agrees to pay the prevailing party's attorney fees and all expenses reasonably incurred at, before or after trial and on appeal, whether or not taxable as costs, or in any bankruptcy proceeding; (c) this Agreement may be executed in one or more counterparts, each of which may be executed by one of the parties hereto, with the same force and effect as through all the parties executing such counterparts had executed but one instrument; (d) this Agreement contains the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties with respect to such subject matter and may not be modified except by an instrument in writing signed by both Snowbowl and Patron.

**The Arizona Snowbowl Resort Limited Partnership**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Contracting Party:** Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_