

SPORTSMEN'S LODGE HOTEL TERMS AND CONDITIONS

Menu Selection: All selections should be made fourteen (14) days in advance. If the guest count drops below guaranteed guest count within fourteen days of the event the client will be responsible for paying the amount due for the original guest count guaranteed.

Pricing: Pricing is based upon the prevailing purveyor prices at the time the engager accepts and delivers to the Hotel this contract. Pricing for functions scheduled over 90 days in advance of acceptance and delivery of this agreement are subject to change by the Hotel.

Assignment of Space: Function space will be assigned and reserved by Hotel to meet the requirements of the engager. The Hotel reserves the right to change or substitute the reserved space without notice if necessary due to circumstances reasonably beyond the Hotel's control.

Deposits, Payment and Cancellation: The Hotel will request a non-refundable, non-transferable 25% deposit at the time of booking. The Hotel will establish a payment schedule for each function. Final payment of total estimated charges is due in the Hotel no later than ten (10) calendar days prior to the event and is non-refundable and non-transferable. Payment must be cash or guaranteed funds (i.e., cashier's check, certified check, credit card) unless other written credit arrangements have been made not less than fourteen (14) days prior to the function. Clients with credit arrangements will be billed according to the payment schedule outlined above. The Hotel will estimate the total charges. Any excess moneys paid by engager will be refunded. Any deficit shall be paid by engager at function.

Service Charge: 18% of food and beverage sales will be added to your account that will be distributed at hotel discretion to personnel engaged in the function.

Taxes: All Federal, State and Municipal taxes that may be imposed or be applicable to this agreement and to the services rendered by the Hotel are in addition to the prices herein agreed upon, and the patron agrees to pay them separately accordingly.

Guarantees: **The engager will notify the Catering Office at least fourteen (14) calendar days prior to the function of the final attendance.** The Hotel will set, if requested, for five percent in excess of such number. The Catering Office business hours are 9:00 am to 5:00 p.m. Monday through Friday; phone (818) 769-4700.

Room Rental Charge: All meeting and banquet space is subject to a room rental charge to be determined by the Hotel Catering Office. Request for use of space beyond the time agreed upon and stated in a contract, may incur additional room rental charges.

Beverage and Bar Service: Only alcoholic beverages purchased from the Hotel may be served within the Hotel premises. The engager agrees to abide by all existing Federal, State and local statutes governing the sale and consumption of alcoholic beverages. The Hotel reserves the right to cease beverage service if, in the opinion of the Hotel management, to do so is in the best interests of the Hotel, its Employees, guests or function.

Food Service: No food or beverage may be brought on or taken off hotel property. Requests for double entrees require a surcharge. Delayed meal service will require a surcharge.

Parking: The Hotel offers self-parking on a first come, first served basis. **Self-parking is not guaranteed.** Guests may use Valet parking provided by the Sportsmen's Lodge Restaurant, adjacent to the hotel. Valet parking rates are determined by the Sportsmen's Lodge Restaurant

Audio Visuals: Audio visual needs are the responsibility of the engager. The Hotel reserves the right to control the volume level of all audio displays for all functions.

Beginning and Ending Time: The Hotel agrees to provide the facilities and items as specified on the contract. The Hotel shall not be liable for delays caused by the engager, acts of god, civil disturbance, other persons, utility interruption, or for any delay caused by the late release of the assigned space by a prior occupant having been given proper notice by the Hotel. The Engager agrees to release any and all occupied function space and to remove all non-Hotel property located therein at the ending time specified. Late arrival or late release of space may impose on engager the sum of \$350.00 per hour or any portion thereof.

Right of Access: The Hotel management reserves the right of access to all Hotel function space at all times.

Additional Charges: Additional Charges will be made for any additional items requested by the engager and/or agent whether the request be made in writing or orally. The engager agrees to pay for these items in the same manner as all other charges.

Use of Facilities: The engager agrees to conform to all Federal, State and local laws governing the use of these facilities.

Advertising of Hotel Facilities: Engager may use the business name and address of the Hotel in public announcements advertising this specific function. The typeface used for the Hotel name may not be the predominate typeface of any announcement. The Hotel telephone number and registered log insignia may not be used or displayed. Use of the name and address shall not be considered as an endorsement or sponsorship of any function, but serve only for location purposes.

Damages to Hotel Property: The engager agrees to pay Hotel for any and all damages arising from the occupancy and use of Hotel facilities by the engager, engager's contractors, guests and any persons present at the function. Such payment shall be due upon submission of invoice by Hotel. In addition the Hotel has the right to cancel the event immediately and disburse all persons attending the functions if the Hotel believes that engager or patrons are disturbing the peace and/or nuisance, and/or not abiding by Hotel's rules and regulations, without any monetary refund or compensation and all liabilities and responsibilities of Hotel will be waived.

Defaults and Remedies: Should the engager default in performance of this contract, the Hotel shall have the right to seek all legal remedies necessary in the recovery of damages including a possessory lien on all property of engager for all reasonable legal fees and expenses incurred in seeking relief of damages and any collection fees.

Security: The Hotel may require the engager to use the services of the Hotel security staff or other designated agency approved by the Hotel to provide reasonable security at a function. Engager agrees to be responsible for and to pay for security services that are specifically for the engager's function.

Firearms, Fireworks, Noisemakers, TV Cameras and Mechanical Devices: The engager shall not permit any firearms, fireworks, noisemaker, TV cameras, filming devices and mechanical devices upon Hotel property without prior written approval of Hotel management.

Indemnification: The engager personally and individually agrees to indemnify and hold harmless the Sportsmen's Lodge Hotel, Pacific, their officers, agents and employees as a result of any personal injury, loss cost, damage, property damage, mishap and attorney's fees occurring, claimed or alleged to have occurred in, or adjoining to the function room, Hotel premises, or Hotel property, other than causes occasioned by gross negligence or intentional actions. Engager may, at engager's option, provide Hotel with public liability and property damage insurance without cost to Hotel, in an amount and form approved in advance, in writing, by Hotel.

Any insurance must include all indemnities as named or additional insureds.

Disclaimer: Engager acknowledges that the Hotel has no responsibility for damages or loss to any personal property on or about the premises and that no bailment for personal property is assumed by Hotel.

Terms and conditions of this agreement shall not be changed, altered or canceled except in writing, signed by the Hotel General Manager.

Signature: _____ Date: _____

**** *Please Sign and Return* ****