



Event Facility Rental Agreement

This Agreement is made and entered into as of **Date** by and between the WindRiver Golf Club (hereinafter referred to as “WindRiver”) and **Client Name** (hereinafter referred to as “Group”). Group agrees that the terms of this Agreement are based upon the information provided by **Client Name** below. In the event that the information provided by Group materially changes or is incorrect, then this Agreement may be terminated or modified by WindRiver.

Company/Organization or Sponsor’s Name:			
Event Name and general description of event:			
Contact Name:			
Contact Phone:	Day:	Cell:	
	Fax:	Email:	
Contact Address:			

Club Facilities

Upon the signature of this Agreement, WindRiver reserves and Group guarantees payment for the following Club Facilities for the specified days/times:

Day, Date	Start Time	End Time	Function	Location	# of People	Set-up	Rental Fee

Special Request by Group:

Notes:

FACILITY RENTAL FEE INCLUDES:

NOTIFICATIONS:

- ❖ Function rooms are assigned based on the contracted number of guests. In the event of fluctuations in the number of guests, a function room other than what appears on the contract may be substituted. Additional set-up fees may apply.
- ❖ If Group will be arranging for the delivery and set-up of equipment and facilities for the Meeting Room. Group must notify WindRiver in writing in advance of any delivery and set-up and shall coordinate all such deliveries/set ups with sufficient advance notice to WindRiver. Group will be responsible and shall indemnify WindRiver for any damages it (or its employees, agents or contractors) causes to persons or property located at WindRiver.
- ❖ If a room set-up change is requested on the day of event, an additional charge of \$100 will be added to the final bill.
- ❖ Event set-up and teardown must coincide with times as listed on contract. The WindRiver will make every effort to honor requests. Additional set-up fees may apply.

BILLING/CREDIT PROCEDURES

PAYMENT BY CREDIT CARD: The WindRiver accepts Visa, MasterCard, Discover and American Express.

DEPOSIT: WindRiver requires a non-refundable deposit of **\$\$\$\$** (50% of total facility rental fee) to reserve the date, along with a signed contract.

PAYMENT: Full payment is due on **DATE**(2 weeks prior to event date). Payment of all invoices is due upon receipt and is non-refundable. Should full payment not be received by **DATE**, (1 week prior to the event date) WindRiver retains the right to refuse access to club facilities contracted above and Group remains liable for all fees. Group shall be responsible for all collection and/or attorneys’ fees, court costs and other costs incurred by WindRiver in collecting all amounts due hereunder or as otherwise may be required for WindRiver to enforce this Agreement.

GROUP CANCELLATION POLICY

CANCELLATION: Group agrees that if it cancels this Agreement for any reason, the WindRiver will suffer damages. The closer in time the cancellation occurs, the greater the damages will be. Therefore, Group agrees to pay WindRiver at the time of cancellation a liquidated damages fee, as follows:

Date WindRiver is Notified of Cancellation	Fee
From Date of contract signing to 121 days prior to arrival:	25% of the total anticipated revenue
From 120 days to 61 days prior to arrival:	50% of the total anticipated revenue
From 60 days to 31 days prior to arrival:	75% of the total anticipated revenue
Less than 30 days prior to arrival:	100% of the total anticipated revenue

PAYMENT OF CANCELLATION FEE: In the case of cancellation, the Cancellation Fee and any related taxes are payable within 30 days of the date of cancellation after which time the Cancellation Fee will bear interest at the rate of 1 1/2% per month (18% per annum) until paid, unless this rate exceeds the maximum rate permitted by applicable laws, in which event the maximum legal rate shall apply. Deposits paid by Group will be applied against the Cancellation Fee owing.

GENERAL PROVISIONS

- ❖ If guarantees or minimums are required, all must be met in order to hold an event at WindRiver. Certain minimums and/guarantees may be required for your event. They are dependent upon the number of guests and special requirements, and vary from event to event. Please refer to your estimate for the established minimums for your event.
- ❖ The client/lessee is responsible for notifying WindRiver of all the activities that are planned for the event. Staff will be on hand to open and close the facility or as necessary upon request. All decorations and/or items brought in for the event must come in no earlier than 3 hours prior to the event and must be removed no later than 1 hour after the event.
- ❖ Alcohol is allowed. All responsibility and liability for serving alcohol is incurred by the client/lessee. All state and federal laws concerning the serving and consumption of alcohol must be strictly abided by. Alcohol must be served by a State of Tennessee ABC registered permit holder. WindRiver is in no way responsible or liable for any alcohol related incident. WindRiver reserves the right to terminate the serving and consumption of alcohol at any time before, during or after the event. By signing on the provided alcohol and damage waiver, the client/lessee fully acknowledges and assumes all responsibility associated with the serving of alcoholic beverages.
- ❖ WindRiver and its representatives will not be held responsible for undesirable weather conditions, unforeseen acts of man, nature, disaster or noise.
- ❖ All music must conform to good neighbor noise levels (thus determined by WindRiver) and WILL NOT BE ALLOWED past 12:00 am. WindRiver reserves the right to regulate any music for loudness at any time.
- ❖ Any use of candles, lanterns, luminaries or torches must be approved by a WindRiver representative prior to the event. Sparklers are permitted but are regulated by WindRiver staff members.
- ❖ Only live flower petals, bubbles, and supervised sparklers may be used to celebrate a wedding. Confetti, birdseed, fake flower petals and/or rice are not permitted.
- ❖ Vehicle parking will be directed by a WindRiver representative if necessary and upon request. Parking is only allowed in designated areas.
- ❖ WindRiver reserves the right to refuse entrance to the facility by any client/lessee, guests or vendors that arrive earlier than their designated time.
- ❖ If a client/lessee must cancel an event and desires to re-book a date, the deposit and/or total property rental fee will apply to the new date. THIS WILL ONLY BE DONE ONCE as long as the event is re-booked within three (3) months of scheduled event.
- ❖ The client/lessee who signs the Property Rental Agreement is the designated contact for the event. Any additional charges by the client/lessee incurred after the balance due date will be added to the miscellaneous items needed section of the agreement. Additional charges will be collected on the day of the event.
- ❖ A returned check fee of \$25.00 will be charged in addition to all legal and collection fees associated with failure to pay in full the Property Rental Agreement contract fee.
- ❖ **LIABILITY:** As a part of the WindRiver policies and procedures the client/lessee will be responsible for any and all injury to persons or damage to property during your use of the premises, including the payment of reasonable attorney’s fees., and you agree to hold the owners, employees, agents, servants and under contract persons harmless as a result of any damage or injury suffered by the client/lessee, your guests, invitees, attendees, agents, servants or employees caused by you while on the

property. Furthermore, the client/lessee agrees to indemnify WindRiver, it's owners, employees, agents, servants & other contracted persons in the event they incur any liability as a result of your acts or omission while utilizing the property.

- ❖ **DAMAGES:** The client/lessee will be responsible for all costs and expenses incurred by you in connection with your use of the facility to comply with all county and state laws and regulations. Should WindRiver be required to undertake any repairs to the buildings or grounds as a result of your use of the premises, you agree to pay for the expenses involved to repair said damages to the buildings or grounds, including payment of any reasonable attorney fees.
- ❖ **SMOKING:** Smoking is permitted in designated areas. Please ask your guests to pick up their cigarette trash.
- ❖ **CATERING:** WindRiver and Citico's Restaurant are responsible for all catering. Final number are due no later than two (2) weeks prior to your event
- ❖ **RENTALS:** All rentals are handled by the Wedding and Event Sales Director.
- ❖ Non-negotiable prices and policies are subject to change. Group will receive notification in writing with a justifiable reason for the change.
- ❖ The Property Rental Agreement must be signed at booking and is a requirement to reserve the facility.

TERMS AND CONDITIONS

SHIPPING AND PACKAGES: In the event Group will be shipping packages to WindRiver, Group must notify WindRiver at least one week in advance. All packages sent to WindRiver must include the name of Group, date of program and number of items. Shipment should arrive no earlier than three (3) days prior to event. WindRiver has no liability for the delivery, security or condition of the packages. All items brought into the WindRiver must be removed from the property upon conclusion of event.

SIGNS AND DISPLAYS/USE OF WINDRIVER NAME: Group shall not display signs or banners in WindRiver nor use the name/logo of the WindRiver in any promotional brochures or ads without prior written approval of the General Manager of WindRiver. WindRiver must approve any signs and banners prior to their use. It is further agreed that no sign, banner or display shall be affixed to any part of WindRiver. Any damages caused to the walls, fixtures or carpet will be billed to Group. The use of nails or staples is prohibited. Return of all signs and banners are the responsibility of Group at the end of the event.

SECURITY: Group is responsible for security for certain events. The WindRiver reserves the right to require security for any event deemed necessary. All charges for security will be billed to the Group.

OUTSIDE CONTRACTORS: Outside contractors may include, but are not limited to event coordinators or consultants, photographers, videographers, florists, decorators, bands and DJ's. Upon prior reasonable notice to WindRiver from Group, WindRiver shall cooperate with such contractors and provide them with facilities at the premises to the extent that the use and occupancy of the facilities by the contractor does not interfere with the use and enjoyment of WindRiver premises by other guests of WindRiver. Group's contracts with its contractors will all specify that contractor and Group will indemnify and hold WindRiver harmless from any and all damages or liabilities, which may arise by such contractors or through their use. If Group uses outside contractors, any such contractor must provide WindRiver with evidence of their commercial general liability insurance policy with limits equal to those required of Group, in the manner required of Group as noted below. Group bears all responsibility for the payment of any charges incurred at WindRiver by its contractors.

GROUP'S PROPERTY: Group agrees WindRiver will not have any responsibility for damage or loss of any merchandise, equipment, supplies, signs, banners, written material or any other items left in function rooms, guest rooms or anywhere on WindRiver property prior to, during or following the event. Group is responsible for securing any such aforementioned items and hereby assumes responsibility for loss thereof. Group may not rely on any verbal or written assurances provided by WindRiver staff, other than as provided in this Agreement.

INSURANCE: Group agrees that it has procured sufficient insurance to cover the loss of all property of Group and its attendees and invitees as well as all liability associated with the event. Group waives any claims under WindRiver's insurance policy for the loss of Group's property or the property of any of its attendees or invitees.

FORCE MAJEURE: The performance of this Agreement is subject to any circumstances making it illegal or impossible to provide or use WindRiver facilities, Acts of God, war, terrorism, government regulations, disaster, civil disorder, curtailment of transportation facilities, strikes, lockouts, or labor disputes, inability to obtain labor or materials, or reasonable substitutes therefore, or other conditions beyond the reasonable control of WindRiver. This Agreement may also be terminated for any one of the above reasons by written notice from WindRiver.

DISPUTE RESOLUTION: WindRiver and Group agree to use its best efforts to resolve any disputes under this Agreement through informal means. In the unlikely event that formal action must be taken, this Agreement will be interpreted in accordance with the laws of the State in which the WindRiver is situated and the exclusive venue for any dispute arising out of this Agreement shall be in the county or city in which the WindRiver is situated.

ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any previous communications, representations or agreements, whether written or oral. Any changes to this Agreement must be made in writing and signed by an authorized representative of each party.

MISCELLANEOUS: The person signing this Agreement on behalf of Group warrants that he/she is authorized to bind the Group. Any provision of this Agreement that is deemed unenforceable shall be ineffective to the extent of such unenforceability without invalidating or rendering the remainder of this Agreement invalid.

COMPLIANCE WITH LAWS: Group shall comply with all Federal, State and local laws, rules and regulations with respect to their activities while on WindRiver property, including obtaining any permits required for activities during the event. WindRiver may require proof of such compliance prior to the event. WindRiver relies upon Group's attendance projections in reserving the appropriate room(s) and in observing all federal, state and local regulations regarding room capacity limitations and health, safety and fire codes. WindRiver reserves the right, in its sole discretion, to take any and all actions it deems necessary to cause the event to be in compliance with all laws, rules and regulations, including without limitation, (1) closing the event, (2) requiring certain guests to leave the event, (3) restricting access to the event, (4) restricting the consumption of alcoholic beverages, and (5) monitoring the event. Such actions of WindRiver shall be without penalty and Group shall remain liable for all obligations under this Agreement.

NO ASSIGNMENT: Group may not assign or transfer this Agreement or any part thereof without the written consent of WindRiver. Any attempted assignment or transfer by Group without such consent may, at the option of WindRiver, be deemed to be a cancellation of this Agreement by Group, in which case Group shall remain liable for all cancellation charged set forth herein.

RIGHT OF INSPECTION/ENTRY: WindRiver will have the right to enter and inspect all functions. If WindRiver observes any activity which it determines, in its sole discretion, may be illegal or inappropriate, or that may result in harm to persons or objects, WindRiver has the right to immediately cancel the event, in which case all of Group's guests and invitees must immediately vacate the premises. In such event, Group will remain liable for all fees and charges related to the function pursuant to the terms of this Agreement.

ACCEPTANCE OF CONTRACT:

If a signed original of this Agreement has not been received by WindRiver prior to _____, WindRiver shall have the right to contract with other parties for the use of the rooms, meeting space and catering services without further notice to Group. In the event WindRiver has a request for the rooms, meeting space and catering services requested by Group prior to _____, and WindRiver has not received Group's signed Agreement, WindRiver will contact the Group for a decision. In such event, if WindRiver does not receive Group's signed Agreement within five (5) working days, WindRiver will have the right to contract with another party without any further notice to Group.

IN WITNESS WHEREOF, Club and Group have executed this Agreement in manner and form sufficient to bind them as of the date and year set forth on page one of this Agreement:

WindRiver

Group / Event

Signature: _____

Signature: _____

Name: Kevin Michael

Name: _____

Title: General Manager

Title: _____

Date: _____

Date: _____

E-Mail: KMichael@kempersports.com

E-mail: _____

**Alcohol and Damage Waiver
2014**

EVENT NAME

WindRiver and its facility, Overlook Manor, are a private rental facility. We reserve the right to NOT purchase and/or serve alcoholic beverages for your event. By signing this waiver, said client/lessee releases WindRiver and its facility of any liability associated with alcohol.

I/We, the client(s), do hereby acknowledge and agree that I/we shall be solely responsible and liable for possession and/or use of alcoholic beverages and fully release WindRiver and its facility of any damages, loss or injury to persons or property that may be caused by or result from use of alcohol. The charge for damage is the cost of repair (including a cleaning fee of \$25/hour) or replacement value of the damaged item(s).

CLIENT/LESSEE:

Name (print): _____

Name (print): _____

Title: _____

Title: _____

Signature: **X** _____

Signature: **X** _____

Address: _____

Address: _____

Date: _____

Date: _____

Email: _____

Email: _____

Phone: _____

Phone: _____