

Tumwater Valley Lodge

Banquet Facility Rental Agreement

(360)705-9391 fax (360)786-8474 buddbaycafe.com

Event Date _____ Type of Event _____
 Event Hours _____ Apx Number of Attendees _____
 Contact Person _____ Email _____
 Home Phone _____ Other Phone _____
 Address _____
 Will alcohol be served at the event? _____ Yes _____ No

A. Rental Fees:

Monday through Friday Day	\$500.00	8:00am - 4:00pm	Govt. \$350.00
Monday through Thursday Evenings	\$500.00	5:00pm - 12:00am	
Friday Evening	\$900.00	5:00pm - 12:00am	
Saturday All Day	\$1,900.00	8:00am - 12:00am	
Sunday All Day	\$1,200.00	8:00am - 12:00am	
Upstairs Hotel Room	\$150.00		
Sitting Room	\$135.00		
Additional Hotel Rooms (each)	\$85.00 - \$105.00		

Prices are negotiable in off-season or for short notice, un-booked dates if available.

B. Payment Terms and other fees:

A deposit of 50% must be made to reserve the facility. One half of the deposit is non-refundable, and one half is refundable if notice of cancellation is given 6 months prior to the event. The balance and \$200.00 security deposit must be paid in full one week prior to the event. The deposit will be returned within one month of the event provided there is no damage or additional fees or costs incurred during your event, at the sole discretion of the Tumwater Valley Lodge. There is no deposit required for meetings.

Cleaning fees:	Banquets under 50 people \$50.00	Meetings under 50 people no charge
	Banquets over 50 people \$75.00	Meetings over 50 people \$50.00

Setup and breakdown of tables and chairs: Under 50 people \$50.00
 Over 50 people \$100.00

Accepted Payments: Cash, checks, all major credit cards. A 3% fee will be added for credit card transactions. All payments payable to:

Budd Bay Café
 525 N Columbia
 Olympia, WA. 98501

A \$50.00 fee will be charged for non-sufficient funds.

C. Policies:

1. The Tumwater Valley Lodge, Triway Enterprises, Capital Valley LLC, or Budd Bay Café, and any of its officers or representatives shall not be liable for any and all accidents or injuries within the building or outside the building.
2. The Tumwater Valley Lodge, Triway Enterprises, Capital Valley LLC, or Budd Bay Café, and any of its officers or representatives are not responsible for any stolen or lost articles.
3. No property can be removed from the premises for any reason.
4. **Not Allowed:** Tapered candles, confetti, glitter, rice, silly string, screws, hooks, nails, thumbtacks, tape

or adhesives. We do have hooks installed for hanging decorations. Zip ties, ribbon, twine or string may be used to attach items to hooks or railings. An additional charge of \$150.00 will be added to your final bill if, any of the described items are used without previous approval by facility manager. The facility is to be used with great care and respect.

5. **No Smoking** is allowed inside the facility or on any of the decks.
6. **Damages:** The party/organization signing this agreement is responsible for all guests and must reimburse facility for all damages.
7. **Disposal of Trash:** The party signing this agreement is responsible for cleanup of all paper, decorations, garbage, food, etc... If it was brought in, it needs to be taken out. There is a dumpster behind the carport. If full, please leave bagged and tied bags beside dumpster.
8. **Cleaning:** The cleaning fee includes routine cleaning only. Any cleaning beyond routine tasks - sweeping, mopping, dusting, trash removal, washing of linens, etc will be charged and deducted out of the damage deposit. Intensive cleaning is not included.
9. **Insurance:** Renter hereby acknowledges notice that Renter is not insured for "Host Liquor Liability" coverage. If using a licensed caterer, they must provide proof of insurance. If the Renter furnishes alcoholic beverages at the event, Renter **REQUIRES** the Renter to acquire a \$1,000,000 insurance policy. This can usually be obtained as a rider on your homeowner's insurance. Pursuant to Washington State Law, Renter is required to obtain a permit from the Washington State Liquor Control Board. In any event, Renter hereby agrees to indemnify and hold Renter harmless from and against any and all claims, including any claimed litigation expenses, court costs, or attorney fees arising out of Renter's said use of these premises and to indemnify and hold said Renter harmless from and against any judgment based on any such claims.
10. **Furnishings:** The lodge has 150 chairs, 18 each 60 inch round tables (8 persons each), 12 each 8ft rectangle tables. Please provide the Tumwater Valley Staff with the preferred table arrangements prior to the event. Please do not drag tables or chairs on floor as they will scratch or leave scuff marks.
11. **Catering:** Triway Enterprises has a list of preferred caterers. If an outside catering company is brought in, they must be on this list, or must be approved by the property manager. All caterers must be licensed with Thurston County Environmental Health and must carry a minimum of \$500,000 liability insurance. The facility's kitchen may not be used for food production by non-licensed caterers. All caterers are responsible for the clean up of all kitchen equipment, food and food related waste.

D. Waiver, Release & Indemnification:

You (Lessee, and all guests) agree that if you, or any of your guests use any part of the premises referred to as the Tumwater Valley Lodge, you do so at your own risk. This includes, without limitation, your use of the Banquet Facility, hot tub, dry sauna, parking area, sidewalk and any equipment stored and/or used at the facility. You agree that you are voluntarily using these facilities and premises and assume all risk of injury to you or the contraction of any illness or medical condition that might result, or any damage, loss or theft of any personal property. You agree on behalf of yourself (and your personal representatives, heirs, executors, administrators, agents and assigns) **to release and discharge Lessor (the Tumwater Valley Lodge, Triway Enterprises, Capital Valley, LLC, and Budd Bay Café), and our affiliates, employees, agents, representatives, successors and assigns, from any and all claims or causes of action (known or unknown) arising out of our negligence.** This Waiver and Release of liability includes, without limitation, injuries which may occur as a result of (a) your use of any of the equipment or facilities which may malfunction or break, (b) improper maintenance of any equipment or facilities, and (c) you slipping and falling while on the premises or using the facilities. **You acknowledge that you have carefully read this Waiver and Release and fully understand that it is a release of liability. You are waiving any right that you may have to bring legal action to assert a claim against us for our negligence. You further agree to indemnify, defend and hold Lessor harmless from and against all claims, losses, costs and damages, including but not limited to attorney's fees, and actions pertaining to your occupancy and use of the premises, including any claim made by a guest or invitee of the Lessor, arising out of bodily injury, disease, death or property damages, including loss of use, whether it is caused in whole or in part by the negligence of Lessor.**

I have read this agreement and hereby agree to the above terms and policies for the use of the Tumwater Valley Lodge.

Signature _____ **Date** _____

Print Name _____

Facility Rental fee: _____

50% Deposit to reserve: _____
½ refundable if cancelled 6 months prior to event.

Extra Room fees: _____

Setup fee: _____

Cleaning fee: _____

Refundable damage deposit _____

Total Facility Charges: _____

Minus Reservation Deposit _____
(if any)

Total Due: _____
(one week prior to event)