



Banquet & Catering Contract

Thank you for considering Tesuque Casino to host your event. We are confident that we will provide you with great hospitality while providing authentic fresh food and attentive and graceful service.

This Contract needs to be signed and returned to us with a deposit before space will be reserved for your function, _____. If not received within ten calendar days before the scheduled event or by _____, Tesuque Casino reserves the right to release the function space to another client.

Please see the following policies that apply to your function with Tesuque Casino.

MEETING SPACE

By signing the Banquet Event Order (BEO) and/or the banquet check for food, beverage and services, you acknowledge and accept the charges as itemized and you are responsible for full payment. For all general events, a deposit of 10% of the estimated cost shall be paid to Tesuque Casino at the time of signing the Contract. Customer must pay either 50% of the estimated total or cancel the rental request on or before _____. The balance due on the full amount of the estimated total shall be paid no later than _____. Any additional balance incurred during your event is due in full at the conclusion of your event, unless prior billing arrangements have been made.

Should the event need to be canceled, Tesuque Casino will collect a cancellation fee according to the following schedule:

- 0-45 days before the Event, 25% refunded
- 46-90 days before the Event, 50% refunded
- 91-120 days before the Event, 75% refunded
- 121+ days before the Event, 100% refunded

GUARANTEES

A guarantee is confirmation of the number of guests that are expected to attend your event. This is the number that will be used to prepare the event space and food and beverage order. The Catering Office needs to receive guarantees for all functions at least seven business days prior to the function in order to prepare properly for the event. If no guarantee is received, the last received number of persons provided by the Event Planner will be used as the guarantee. Your final bill is based on the guaranteed number, or the number of people actually served whichever is greater. In addition, we will attempt to, but cannot promise that we can serve or set for more than 5% above your guaranteed number.

MEETING SPACE

Meeting space will be assigned on an as-available basis. If lunch or dinner is included in your meeting, all or a portion of meeting space fees may be waived. Tesuque Casino reserves the right to increase room fees if the anticipated food & beverage minimums are not met or your meeting rooms are required for additional time.

*Council's Room \$5000 per 4-hour rental

*Cottonwood Kitchen Patio \$2500 per 4-hour rental

*Tesuque Terrace \$3500 per 4-hour rental

The Tesuque Casino Catering Department will be the exclusive provider of all food and beverage served in the banquet facilities. You need to provide our Catering Department your menu choices 30 calendar days prior to your scheduled event. All food and beverage prices listed are current and are subject to change due to uncontrollable market fluctuations. Items listed on our menus are by no means the only items available. The Tesuque Casino Executive Chef is most willing to discuss alternative menu selections specially designed for your event.

Due to Board of Health regulations, no food or beverage is to be brought in or removed from your event except for wedding cakes. Wedding cakes may be provided from an outside source for a fee of \$100 (to cover plates, silverware, napkins). Wedding cakes may be delivered to Tesuque Casino the day of the event, but we cannot be responsible for lost or damaged cakes.

Culinary chefs for food station presentations are available for \$150.00 per chef.

LIQUOR SERVICE

Due to liquor regulations, we must provide all alcohol products and services. No outside liquor is allowed.

The number of bartenders required is determined by the number of guests and services requested. The standard fee for your event is \$100.00 per bartender. All bar sales charges incurred will be the responsibility of the group or individual hosting the event.

Tesuque Casino reserves the right to refuse service to any person who visibly appears to be intoxicated. All liquor must be consumed in the designated event space, as liquor on the gaming floor is a violation of the Pueblo of Tesuque and New Mexico State gaming laws.

SERVICE CHARGES AND SALES TAXES

A 22% service charge and 7.125% sales tax will be applied to all food, non-alcoholic beverages and meeting space charges. The sales tax on all alcoholic beverages is 10%. If you have tax-exempt status, please submit a tax exempt certificate thirty (30) days prior to your function date in order to give us time to verify your tax-exempt status. Otherwise, we are required to apply taxes to the final bill.

AUDIO VISUAL EQUIPMENT

Audio Visual and associated services (such as assembly) are available for an additional charge. Subcontracting of A/V is not allowed. The A/V price list is available upon request. At the conclusion of your event, a reconciliation of all rented A/V equipment must be coordinated with the Banquet Captain to ensure return of all rented A/V equipment. If any equipment is missing or damaged you will be charged at the full replacement value.

SEATING

All seating requirements need to be submitted to the Catering Department two weeks prior to your event. Any last minute changes to room set up upon arrival may result in additional room set up fees. A formal head table, gift table or registration table will be provided upon request.

DISPLAYS, SIGNS, & DECORATIONS

Displays, signs, and decorations must be pre-approved in writing by the Banquet Department to ensure they conform to applicable building and fire codes. Affixing any material to the walls, floors, ceilings, or furnishings is not permitted unless preapproved by the Banquet staff. Please discuss your display needs with your Banquet salesperson. Upon written approval, banners that need to be displayed must be hung by the Tesuque Casino staff for a charge of \$20.00 per banner. All signage to be displayed or hung in the banquet facilities must be of professional quality. No candles, sparklers or other items that involve a flame are allowed in the banquet facilities. No confetti, rose petals, mini-gem or gel crystals are allowed. Favors may be placed on tables by the Banquet staff for a charge of \$25.00 or your event team may place them approximately one hour prior to the event. If you plan to assign your guests to numbered tables, please advise us at least two weeks before the event so that we may accommodate your request. White boards, flipcharts, cork boards or like items are not permitted in public areas without preauthorization from your Banquet salesperson. In addition, solicitation or distribution of materials to non-event attendees is not permitted.

SECURITY

Tesuque Casino may require security officers for certain events. Only Tesuque Security and or Tesuque Tribal Police may be used, at an hourly rate of \$25.00 per guard per hour.

LOSS OR DAMAGE TO PERSONAL, PROPERTY, EQUIPMENT OR FACILITIES

The event host is responsible for the conduct of all persons in attendance and for any damages incurred by Tesuque Casino or its guests caused by individuals associated with or representing the group's organization or attending a hosted function. This includes, but is not limited to, damage or need for excessive clean up made by florists, decorations, or outside installation agencies during set-up or tear-down. Tesuque Casino is not responsible for loss or damage to any property left unattended by event host or its guests before, during, or after the use of the facilities.

SHIPMENT OF PACKAGES

We are pleased to receive and store up to two boxes prior to your event. If you need us to store more than two boxes there will be a storage fee of \$5.00 per box. All packages for meetings or functions should be addressed as follows:

Tesuque Casino
Attn: Food and Beverage Director
Guest's/Group's Name
Group Arrival /Event Date

We are unable to accept any packages earlier than seven days prior to your group's arrival. Packages weighing more than 70 pounds cannot be accepted unless prior arrangements have been made through the Banquet Department. Guests are responsible for all arrangements made for handling incoming and outgoing packages. Packages must be shipped by a recognized and approved shipping and freight company, i.e., FedEx, UPS, or the United State Postal Service.

CANCELLATION DUE TO ISSUES BEYOND OUR CONTROL

If, for reasons beyond the control of Tesuque Casino, including but not limited to, labor strikes, government restrictions or regulation on travel, acts of war or acts of God such as, but not limited to, extreme weather or fire, Tesuque Casino is unable to perform its obligations, then such non-performance is excused upon return of deposit, with no other liability. In no event shall Tesuque Casino be liable for consequential damages for any reason whatsoever. The undersigned hereby agrees to save and hold Tesuque Casino, its affiliates, officers, directors, shareholder, employees, and the Pueblo of Tesuque harmless for, from, and against all liabilities, loss cost, expenses, including attorneys' fees, judgments, claims and demands of accident, injury, or damage whether to individuals or personal property which occurs before, at, in, upon, about, or in any manner connected with Tesuque Casino, except to the extent such claim is proven to result solely from the gross negligence of Tesuque Casino.

If, for reasons beyond the Event Group's control, including but not limited to labor strikes, government restrictions or regulation on travel, acts of war or acts of god such as extreme weather or fire, the event cannot occur, Tesuque Casino will work with the Event Group to re-schedule the event. If rescheduling cannot be accommodated due to unrelated issues that cannot be controlled, Tesuque Casino will refund your group's deposit.

GOVERNING LAW

This Contract shall be construed and interpreted in accordance with the laws of the Pueblo of Tesuque and, in the absence of applicable law, with the laws of the State of New Mexico, *provided* that reference to and use of state law does not waive the immunity of Tesuque Casino, its shareholder Cottonwood Gaming Enterprise, LLC, or the Pueblo of Tesuque.

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ATTORNEY'S FEES

The parties agree that in the event that any dispute arises out of this Contract, each party shall bear its own attorneys' fees and costs.

DISPUTE RESOLUTION. Any claim or dispute arising out of this Agreement or the breach thereof shall be resolved solely in the Pueblo of Tesuque Tribal Court. Each party shall bear its own attorneys' fees and costs.

LIMITED WAIVER OF SOVEREIGN IMMUNITY. Tesuque Casino is a business operated by Cottonwood Gaming Enterprise, LLC ("CGE"). CGE is a single member limited liability company formed under the laws of the Pueblo of Tesuque, whose single and managing member is the Pueblo of Tesuque Development Corporation ("POTDC"), a federal corporation, which in turn is wholly owned by the Pueblo of Tesuque, a sovereign federally recognized Indian tribe. As such, and pursuant to CGE's Articles of Organization, Tesuque Casino possesses sovereign immunity from suit, which immunity is expressly asserted. Notwithstanding the foregoing, Tesuque Casino agrees to waive its own and only its own immunity for the limited and sole purpose of permitting the undersigned Event Organizer to enforce its contractual rights under this Agreement, subject to the following limitations:

- This waiver runs solely to the benefit of the undersigned Event Organizer;
- This waiver extends only to contractual claims arising directly under this Agreement;
- This waiver is limited to the total amount payable to Tesuque Casino under this Agreement, and under no circumstances includes consequential, incidental, or punitive damages, costs, and attorneys' fees;
- Any judgment that may be entered on the claim shall be satisfied only from funds held in the name of Tesuque Casino;
- Nothing in this waiver shall be construed as a waiver of the sovereign immunity of Cottonwood Gaming Enterprise LLC, of Pueblo of Tesuque Development Corporation, of the Pueblo of Tesuque, or of any other instrumentality of the Pueblo of Tesuque, nor shall it create any liability on the part of any of the foregoing.

AMENDMENTS/CHANGES

Any amendments or changes to the arrangements described in this Contract must be made in writing and signed by the event planner and The Tesuque Casino Food and Beverage Director.

Agreed to/ Accepted By:

Tesuque Casino

Event Organizer Signature

DeVere Jones, Food & Beverage Director

Date

Date