

Contract & Policies

Group Booking, Policies & Catering Contract

Thank you for choosing the Lodge at Cliff Castle for your upcoming event. Making your event a successful experience is important to us. This contract is to protect both you "The Client" & The Lodge at Cliff Castle, insuring agreement between both parties.

Group Booking

1. This agreement contracts for Meeting Space of adequate size to comfortably accommodate said group & may be relocated by The Lodge at Cliff Castle depending on group's size. Final head counts for meeting space and food & beverage will be required five (5) business days PRIOR to arrival.
2. The Lodge at Cliff Castle will overset for (5%) of all guaranteed head counts. Above the (5%) overset the Group will be charged 25% more for each additional person above overset. Should the head count decrease within the (5) day from arrival window, group will be charged for all guarantee numbers given at final head count.
3. All Event Orders must be signed and a 50% deposit paid, from Event Order totals, no less than (30) days prior to arrival. All Event Order balances will be due and paid no less than (5) days prior to arrival, unless prior arrangements have been made. No event is considered definite prior to paying deposit & signing Event Orders.
4. Room rental, set-up and service charge (currently 20%) will apply. Our state-of-the art AV usage is complimentary; Requirements and AV specifications are required 5 business days prior to arrival and any AV equipment not returned or returned damaged to The Lodge at Cliff Castle will incur a replacement fee to Group.
5. No outside food & beverage is allowed in any meeting or banquet space. The only exception is a special occasion cake. At no time will food & beverage be removed from conference space by group. No outside alcohol is allowed on premises.
6. Under Age Drinking Policy: any guest that is under the age of (21) will not be served any alcoholic beverages. If a guest looks to be under the age of (35), any Lodge at Cliff Castle Team Member has the right to check their identification to confirm they are of age to consume alcohol.
7. In the event that you wish to order special alcoholic beverages that are not in The Lodge at Cliff Castle inventory, these items must be ordered by the case. Please be aware that these items may not be returned and must be paid for in their entirety. Due to Arizona regulations and The Lodge at Cliff Castle liquor license, unused cases may NOT be sent to guestrooms or leave premises.
8. Cancellation of any group's functions must be made (14) days prior to the scheduled date for a deposit refund. Cancellations received less than 14 days prior to event date will result in (80%) payment of the anticipated food and beverage costs.
9. Loss or damage to Groups displays, decorations & other property brought into The Lodge at Cliff Castle is the sole responsibility of the Group. All displays & decorations must conform to Fire Ordinances and be approved by Conference Department.
10. Group assumes responsibility for any and all damages that may occur to the Conference Space used by its participants, invitees or other persons attending event.
11. The Lodge at Cliff Castle will require Security Personnel for any social event, with a bar and over 75 attendees, to be paid by Group. One Security Person is required for every 75 attendees. A cleaning fee of \$300.00 may be required, all cleaning fees are nonrefundable. Additional cleaning will be charged at a rate of \$50.00 per hour, as deemed needed by The Lodge at Cliff Castle.
12. Any Group with (8) or more children or if any Bar is set up for your Event, Babysitters are required. Group will hire & pay (1) Babysitter 15 years old or older for every 8 children attending Event. Room rent will apply to space used for children. If at any time children are not being controlled by a Parent or Babysitter, Event will be shut down with no refund of money.

Group Attrition Policy

1. This agreement contracts for Lodging rooms for said group & the Client. The Client agrees that a loss will be incurred by The Lodge at Cliff Castle should there be a reduction greater than 10% in total room nights actually used.
2. Should the room nights actually used by Client be less than 90% of the total room nights agreed upon, the Client agrees to pay as liquidated damages, not as penalty, the difference between 90% of total room nights and Client's actual usage of rooms, multiplied by the best available room rate. At or before the cut-off date, the Client may elect to reduce the room amount.
3. Duty to Mitigate: Liquidated damages will only apply to rooms that are not resold and remain available for sale. The Lodge agrees to make a reasonable effort to resell all rooms which are available for sale. The Lodge agrees that rooms that are sold from agreed block will not be included in liquidated damages. The determination of whether room nights have been "resold" will be made on a "last-sale" basis, separately for each day of the Room Block.

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4. This agreement and all other function agreements must be signed by the authorized representative of the group. All business checks (no personal checks accepted) are to be made out to The Lodge at Cliff Castle. The Lodge at Cliff Castle, nor its owners or operators, shall not be liable for failure to carry out any group arrangements, which are cancelled due to fire, acts of god or other conditions beyond reasonable control of The Lodge at Cliff Castle. The group has had ample time to read and review this Agreement and hereby agrees to all of the terms and conditions contained herein.
5. The undersigned _____ ("Company") and the Yavapai-Apache Nation dba The Lodge at Cliff Castle ("Lodge"), parties to the attached agreement, hereby agree to incorporate the following additional terms and conditions as an addendum to the Agreement and further agree that such terms and conditions will supersede any conflicting terms and conditions in the attached Agreement.
6. Company recognizes that the Yavapai-Apache nation is a sovereign nation and immune from civil jurisdiction of state and federal courts in the United States of America. In consideration for the Company entering into this Agreement and related agreements, the Lodge waives its sovereign immunity for the limited and sole purpose of resolving any disputes between the Lodge and Company related to this Agreement. Company acknowledges that the Lodge's limited waiver of sovereign immunity does not extend to disputes between the Lodge and any other party, nor does it extend to other disputes between Company and the Lodge which are unrelated to this Agreement.
7. Subject to the foregoing, the parties agree that any and all disputes arising from the Agreement shall be resolved according to the laws of the Yavapai-Apache Nation. The Yavapai-Apache Tribal Courts shall have exclusive jurisdiction.

Representative for Group

Group Name: _____

Authorized Signer: _____

Date: _____

Title of Signer: _____

Date of Arrival: _____

Representative for Yavapai-Apache Nation / The Lodge at Cliff Castle

Authorized Signer: _____

Date: _____

Title of Signer: _____

