

# PEPPERMILL

RESORT ♦ SPA ♦ CASINO ♦ RENO

AGREEMENT FOR: 2022 Social Catering  
DATE: August 25, 2021  
GROUP/EVENT NAME: Truckee Meadow's Fire Protection 50th Anniversary  
GROUP CODE: KFBC50  
MAIN CONTACT: JoAnn Moore  
TITLE:

ADDRESS: 1161 North Fork Trail  
Minden, NV 89423  
E-MAIL: joann@joannmooreweddings.com  
PHONE: (775) 392-0423

Pursuant to this agreement, once accepted, Truckee Meadow's Fire Protection 50th Anniversary ("Group") will hold an event at Peppermill Resort Spa Casino, 2707 South Virginia Street, Reno, NV, 89502, 1-866-821-9996 ("Hotel").

Once this contract is accepted, Hotel will remove meeting space from inventory and consider sold to Group for Group use, pursuant to the following pattern.

## SCHEDULE OF EVENTS

Date	Time	Event Class	Room	Setup	AGR
Thu, 12/01/22	5:00 PM - 11:00 PM	Set Up	Tuscany E, F	Rounds of 10	300
Thu, 12/01/22	5:00 PM - 11:00 PM	Set Up	Tuscany D	Rounds of 10	
Fri, 12/02/22	2:00 AM - 11:00 PM	Hold Space	Tuscany D	Rounds of 10	
Fri, 12/02/22	2:00 AM - 11:45 PM	Event Block Time	Tuscany E, F	Rounds of 10	300
Fri, 12/02/22	5:00 PM - 9:00 PM	Registration	Tuscany Reg #1	Planner Defined	4
Fri, 12/02/22	6:00 PM - 11:00 PM	Reception	Tuscany E, F	Rounds of 10	300
Fri, 12/02/22	6:00 PM - 11:00 PM	Cocktails	Tuscany E, F	Rounds of 10	300
Fri, 12/02/22	7:00 PM - 8:00 PM	Dinner	Tuscany E, F	Rounds of 10	300

## EVENT REQUIREMENTS

All food & beverage items are subject to gratuity (currently 19.5%) and tax (currently 8.265%). Menu prices are guaranteed up to six months prior to the event.

It is the responsibility of the Group to provide the final guaranteed number of guests, with applicable split entrée counts, to the hotel by 10am, 3 business days prior to event date. Guarantee counts may not be reduced below 75% of the group's contracted Expected (Exp) number of guests. Client will be charged the greater of the guest guarantee or the actual attendance. The Hotel will set and prepare for 5% above the

guarantee number provided 3 business days prior to event. If Group increases guarantee number between:

- 72-24 prior to event date a \$5++ per person surcharge will be assessed should guest attendance exceed the 5% set.
- 0-24 hours prior to event date an \$8++ per person surcharge will be assessed should guest attendance exceed the 5% set.
- 72-0 hours prior to event date a per person surcharge will be assessed should guest attendance exceed 20% of the contracted agreed number of guests. Surcharge will be evaluated based on labor and meal choice outlined on banquet event order.
- Based on product availability, the Hotel may be required to substitute an alternate meal or item to accommodate increases numbers made up to 72 hours prior to an event.

All food and beverage served for an event must be provided and purchased through the Peppermill. Because of health and liability considerations, no food and beverages can be brought into, or taken from the banquet facility.

#### **MINIMUM EVENT REVENUE COMMITMENT AND ATTRITION**

Group is required to spend a minimum Event Revenue (includes food/beverage and audio/visual expenditures, excluding labor) of \$22,458.33 with the Hotel, exclusive of service charges and tax. Group agrees that a loss will be incurred by Hotel if Group's actual Event Revenue is less than \$22,458.33. If Event Revenue is less than \$22,458.33 Group agrees to pay, as damages, the difference between \$22,458.33 and Group's actual usage.

#### **VENUE SPACE & EVENT TIMES**

If the Group guarantee increases and requires additional space, additional space will be provided based on availability and may incur additional fees based on Event Revenue. Events extending beyond 8 hours total staff service, and/or 10 hours access to the banquet room and/or continue beyond 12am will incur additional fees.

#### **COMPLIMENTARY WIRELESS INTERNET**

Wireless internet access is provided for guests in all public areas and meeting space (30 mbps download speed), and sleeping rooms (70 mbps download speed) for up to 3,000 concurrent users.

#### **CONCESSIONS**

Item	Description
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## **PHOTOGRAPHY/VIDEOGRAPHY RELEASE**

If photography and/or videography services are contracted by the group via the Hotel, no additional professional or amateur photography/videography will be permitted during the contractual time frame. The Hotel reserves the right to remove anyone from event if they do not abide by this policy. Photography contracted time frame begins at the time scheduled. If the event is delayed due to group related circumstance, photography/videography time will not be adjusted; the scheduled end time will remain the same unless photographer's availability and scheduling permits, and/or applicable fees may apply. Hotel photographers/videographers are not responsible for capturing certain guests in images. It is the group's responsibility to make sure these guests are available and included if so desired. Hotel shall not be held responsible for its failure to perform, or to complete videography, photography or related services due to equipment failure, act of God, force majeure, or other circumstances beyond our control. Group hereby release, discharge and agree to save harmless the photographers, their heirs, legal representatives or assigns, and all persons functioning under their permission or authority, or those for whom is functioning, from any liability or virtue of any damage, loss or defect occurring during the photography, videography, packaging, shipping or otherwise handling of the film, digital files, VHS tape, slide, DVD, CD or negatives. Recovery of any damages is excluded, excepting a refund for the cost of any prepaid photos or services.

Hotel reserves the unrestricted right and permission to copyright and use, re-use, publish, and re-publish photographic portraits of group for which may be included intact or in part, composite or distorted in character or form, without restriction as to changes or transformations in conjunction with fictitious name, or reproduction hereof in color or otherwise, made through any and all media now and hereafter known for illustration, art, promotion, advertising, trade or any other purpose whatsoever. Group permits the use of any printed material in connection therewith. Group hereby release, discharge and agree to save harmless the photographers, their heirs, legal representatives or assigns, and all persons functioning under their permission or authority, or those for whom is functioning, from any liability or virtue of any blurring, distortion, alteration, optical illusion, or use in composite in the taking of said picture or in a subsequent processing thereof, as well as any publication thereof, including without limitations any claims for libel or invasion of privacy. Photos will only be stored for six (6) months after event date.

## **BILLING PROCEDURES AND DEPOSIT SCHEDULE**

Group agrees and acknowledges that all Event charges will be applied to the Master Account.

Hotel requires a non-refundable Confirmation Deposit for Anticipated Group Revenue for any Hotel event(s) or service(s), unless a Direct Bill Account has been established.

A Direct Bill Account may be arranged no less than 30 days prior to Group event with credit approval from Hotel Credit Department for organizations or companies. If direct billing is approved, no deposit is required, and Group payment is due in full within 30 days of invoice date. Charges not paid within 30 days of the invoice date will bear interest at the rate of 1.5% per month, compounded monthly, or the highest rate permissible by law. Should the Hotel, in its sole discretion, deem collection action necessary in regard to outstanding balances hereunder, all costs associated with that collection action, including attorney's fees, shall be posted to the master account.

If Direct Bill application is not approved, pre-payment of total Anticipated Group Revenue will be due prior to Group Event Date, in accordance with deposit schedule outlined below. Deposits will be applied towards payment of Event.

- CREDIT CARD PAYMENT- Due three (3) business days prior to Group Event. Credit card payments will not be accepted for balances over \$5,000.00.
- CHECK PAYMENT-No deposit required. 100% of estimated charges are due fifteen (15) business days prior to event.

Remit payment to:  
Peppermill Resort Spa Casino

Attention: Convention Billing  
2707 South Virginia Street  
Reno, NV 89502  
775-689-7215

### **PAYMENT SCHEDULE**

Estimated charges will be determined by the hotel based on Event Revenue and/or Meeting Space rental. 180 days prior to event, 25% of estimated charges due.

- 90 Days prior to event, 50% of estimated charges due.
- 30 days prior to event, 75% of estimated charges due.
- 15 business days prior to event, 100% of estimated charges due.
- 3 business days prior to event, any additional estimated balance based on client changes is due.

All taxes and fees are subject to change.

### **BREACH OF AGREEMENT**

If Group does not provide an effective cancellation notice prior to the scheduled Group Event date or otherwise essentially abandons its planned use of the Event Minimum Commitment, this action would constitute a breach of this Agreement. In the event of a breach of this Agreement, Group shall be responsible for one hundred percent (100%) of the "Anticipated Event Minimum Commitment figures.

In the event of a breach of this Contract, Hotel shall be free to re-rent the event space to other parties. Hotel and Group acknowledge and agree that any revenues Hotel receives from re-renting the event space shall not reduce or offset any fees owed by Group. In the event of a breach of this Agreement, any Event Minimum Commitment attrition clauses contained in the Agreement will not apply.

### **CANCELLATION OF INDIVIDUAL ITEMS**

Cancellations of individual food, beverage, rental and/or audio/visual items previously agreed to on Banquet Event Orders must be made 15 business days prior to event, or Group will be responsible for payment on all originally contracted items.

### **CANCELLATION**

Group acknowledges that if it cancels its planned use of the Event Minimum Commitment (a "Cancellation"), Hotel would be harmed. Group agrees to notify Hotel, by certified mail within five (5) business days of any decision to cancel. Any notice of cancellation must be delivered to Hotel by Certified Mail (no other method of notice of cancellation will be accepted). Hotel will honor mailing date as Cancellation date. If a Cancellation occurs, the parties agree that:

- It would be difficult to determine Hotel's actual damages.
- The amount of cancellation fees set forth below represents the parties' reasonable estimate of such damages.
- Hotel shall be free to re-rent the event space to other parties and any revenues Hotel receives from re-renting the rooms and facilities shall not reduce or offset any Cancellation fees owed by Group.
- Any Event Minimum Commitment Attrition clauses contained in the Agreement will not apply.
- The Cancellation notice will not be effective until the cancellation fee is paid in full. The cancellation notice shall be deemed effective on the later of the cancellation notice and the delivery of the full cancellation fee.
- If the cancellation notice is received prior to Group Event date and full cancellation fee is not delivered to Hotel on or before the scheduled date of Group Event, then Group shall be responsible for payment of one hundred percent (100%) of the Anticipated Event Minimum Commitment figures (Service charge, and tax not applicable). A late charge equal to 5% of the cancellation fee shall be assessed if the cancellation fee is not paid in full on or before 30 days

after the date of the cancellation notice. This late charge is in addition to, and not in lieu of, costs, attorneys' fees, and any other amounts payable under this agreement and it shall not be considered to extend or excuse the timely payment of all amounts due hereunder.

- Group agrees to pay the hotel within 30 days after any Cancellation, as damages, the amount of cancellation fees set forth below:
- Group Agrees to a Non-refundable deposit.
  - Advanced deposit for booking will be held at a minimum 25% of estimated revenue.

<b>Confirmed Post Date of Certified Cancellation Notice</b>	<b>Percentage of Anticipated Event Minimum Commitment Due</b>	<b>Estimated Charges</b>
<b>Less than 30 Days</b> Between Thursday, December 1, 2022 and Tuesday, November 1, 2022	100%	\$22,458.33
<b>31-90 Days</b> Between Monday, October 31, 2022 and Friday, September 2, 2022	75%	\$16,843.75
<b>91-180 Days</b> Between Thursday, September 1, 2022 and Saturday, June 4, 2022	50%	\$11,229.17
<b>181-365 Days</b> Between Friday, June 3, 2022 and Wednesday, December 1, 2021	25%	\$5,614.58
<b>365 Days +</b> Before Wednesday, December 1, 2021	25%	\$5,614.58

#### **NEVADA LIVE ENTERTAINMENT (LET)**

In accordance with Gaming regulations, the Gaming Control Board imposes a current tax rate of 9% on all admission charges to a facility where live entertainment is provided. Any ticket for live entertainment must state whether the LET imposed is included in the price of the ticket. If the ticket does not include such statement, Group shall be responsible for the LET based on the face value amount of the ticket. To maintain compliance, the Group must provide a copy of the actual ticket prior to the event. After the event, Group must provide a report of tickets sold and revenue generated by the event to the Hotel for tax filings.

#### **EXHIBIT TAX**

The State of Nevada imposes an Interstate Exhibitor/Business Tax of \$1.25 per exhibitor, per day on all out of state participants. The Hotel is required to collect this tax via a charge to the group on the event order.

#### **NEVADA CLEAN AIR ACT**

Nevada Clean Air Act, by law all banquet rooms are non-smoking and non-vaping. This includes the 17th floor Banquet Suites.

## **NO SOLICITATION POLICY**

The Hotel has a strict "No Solicitation" policy. Groups/vendors may not solicit Hotel guests or attendees at adjoining functions. Violations of this policy will result in cancellation of event without refund.

## **HOTEL POLICIES**

- The group shall not use the name, trademark or logo or any other proprietary designation of the hotel in any advertising or promotional material without the prior written permission of the Hotel. Group shall comply with the terms and conditions required by hotel for such use.
- The Hotel is the holder of various gaming licenses issued by the Nevada Gaming Commission. The use, possession, or sale of marijuana or marijuana related products on the premises is strictly prohibited. Additionally, the Hotel will not host any type of show or conference that (i) involve the sale, possession or use of marijuana or marijuana related products, (ii) market or promote marijuana or marijuana related products or market or promote the use, sale, cultivation, display, storage, testing, manufacturing or distribution of marijuana or marijuana related products, or (iii) promote, market, sell, possess, or use or utilize any equipment, product or material of any kind which is intended or designed for use in manufacturing, compounding, converting, concealing, producing, processing, preparing, injecting, ingesting, inhaling, or otherwise introducing into the human body marijuana or any marijuana related product.
- Hotel prohibits the wearing, transporting, storage, or presence of firearms or other dangerous weapons in Hotel facilities or on Hotel property. This policy does not apply to sworn credentialed law enforcement personnel. A contracted Group event that has received approval from Hotel to hold an exhibit, auction, or raffle of firearms, are subject to the rules regarding firearm displays (including Honor Guards Advanced arrangements must be made with Hotel Convention Services Manager or Hotel Catering Manager).

## **FORCE MAJEURE:**

The performance of this contract by either party is subject to (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, terrorist acts, riot, or widespread civil unrest; (d) government order, law, or action; (e) pandemics impacting the host city; (f) declarations of national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (h) lack of adequate power or transportation, to the extent any of which make performance by the impacted party impossible. In the case of a force majeure, the impacted party may terminate the contract without penalty, except as provided below, by written notice to the other as soon as the force majeure event becomes known to the impacted party. In the event of a force majeure that renders performance by Peppermill Resort Spa Casino impossible, the cancellation fees shall be waived, and both parties shall be relieved of their obligations under the contract without penalty. In the event a force majeure renders performance by the Group impossible, the cancellation fees shall be waived by Peppermill Resort Spa Casino only if (i) the Group reschedules the Event at the Peppermill Resort Spa Casino facility on substantially the same terms within the 24-month period following the termination of the contract, or (ii) Peppermill Resort Spa Casino is unable or unwilling to accommodate the Group's Event within the 24-month period following the termination of the contract. Otherwise, the cancellation fees shall be owed by Group upon termination.

## **INSURANCE**

Hotel and Group each agree to carry and maintain and provide evidence of liability insurance on a primary and non-contributing basis and other insurance in amounts sufficient to provide coverage against any and all claims arising from any activities arising out of or resulting from the respective obligations pursuant to this contract. Group's insurance policy shall name the Hotel as an additional insured. Damage to the Hotel premises by the Group or appointed contractors will be the Group's responsibility. Group will accept full responsibility for any damages resulting from any action or omission of their individual attendees or outside contractors in conjunction with organized group activities. The Hotel is not responsible for any loss or damage no matter how caused, to any samples, displays, properties, or personal effects brought into the Hotel, and/or for the loss of equipment, exhibits or other materials left in

meeting rooms, shipped to or from the hotel, or used or owned by outside contractors for this event and the Group and their outside contractors waive any and all such claims.

The Hotel reserves the right to approve all outside contractors hired for use by the Group in the Hotel. The Hotel must be notified in advance of any proposed vendor. The Hotel reserves the right to advance approval of all specifications, including electrical requirements, from all outside contractors, and to charge a fee for outside services brought into the Hotel. The Group and/or outside contractors must provide proof of worker's compensation and agree to waive their right to subrogate for employees who will work on Hotel premises and proof of adequate general liability coverage for the Group and/or outside contractors' activities while on Hotel's premises, and must comply with all other similar requirements the Hotel deems appropriate, in its sole discretion, regarding use of function space, facilities and use of Hotel services. The Outside Contractor must have insurance coverage and limits equal to or greater than what is required by the Group as outlined below. Prior to any work being performed by the Group's outside contractors a certificate of insurance must be provided evidencing this insurance coverage in a form satisfactory to the Hotel. The Hotel shall be named as an additional insured on said insurance policies. The additional insured endorsement must name Peppermill Casinos, Inc. and all allied entities as additional insured and such coverage shall be primary and noncontributory. It is agreed that this insurance shall not be canceled or materially changed without first providing the Hotel thirty days prior written notice of such cancellation or modification. In lieu of the Outside contractor providing said insurance the vendor can be named as an additional insured under all of the groups insurance policies as outlined below.

Prior to the commencement of the event, The Group shall procure and maintain Worker's Compensation and Employer's Liability Insurance, Commercial General Insurance (CGL), and Business Auto Liability Insurance on a primary, non-contributory basis where applicable and waive their right to subrogate. The Group shall provide a certificate of insurance to The Hotel prior to the commencement of the event evidencing this insurance coverage in a form satisfactory to The Hotel. The Hotel shall be named as an additional insured on said insurance policies. The additional insured endorsements must name "Peppermill Casinos, Inc. and all allied entities as additional insured and such coverage shall be primary and non-contributory." It is agreed that this insurance shall not be canceled or materially changed without first providing The Hotel thirty days prior written notice of such cancellation or modification. The limits of liability on the insurance policies shall not be less than the following: Workers' Compensation and Employer's Liability Insurance, not less than statutory minimums for Workers Compensation and \$1,000,000/\$1,000,000/\$1,000,000 for Employers Liability; Commercial General Liability, \$1,000,000.00, each occurrence and \$2,000,000.00 general aggregate, Business Automobile Liability \$1,000,000.00, each accident, and unmanned Aerial Vehicle Insurance, \$1,000,000.00 per occurrence, and \$2,000,000.00 aggregate.

#### **INDEMNIFICATION**

The Hotel shall indemnify, defend and hold harmless the Group and its affiliates, officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by the Hotel's negligence in connection with the provision of services or the use of the Hotel facilities, except to the extent and percentage attributable to the Group's or its members', agents', employees' or Exhibitors' negligence. The Hotel shall not have waived or be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such claims.

The Group and their contractors shall indemnify, defend and hold harmless the Hotel and its affiliates, officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by the Group's negligence and/or its members', agents', employees', independent contractors' or Exhibitors' negligence in connection with the use of the Hotel facilities, except to the extent and percentage attributable to the Hotel's negligence. The Group shall not

have waived or be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such claims.

#### **ASSIGNMENT OR TRANSFER OF CONTRACT**

Group may not assign or transfer this Agreement, or any of Group's rights or obligations hereunder, without the prior written consent of Hotel, which may be withheld or granted in Hotel's sole and absolute discretion. An assignment of more than twenty-five (25%) of the voting control or ownership interests of Group shall be deemed an assignment by Group. Any assignment by Group without the prior written approval of Hotel shall be deemed a material breach of the Agreement by Group.

#### **AUTHORITY**

The persons signing the agreement on behalf of Hotel and Group each warrant that they are authorized to make agreements and to bind their principals to this agreement.

#### **MISCELLANEOUS PROVISIONS**

This agreement is made and to be performed in Washoe County, Nevada, and shall be governed by and construed in accordance with Nevada law. By executing this agreement, Group consents to the exercise of personal jurisdiction over it by the courts of Washoe County, Nevada. This agreement is the entire agreement between the parties, superseding all prior proposals both oral and written, negotiations, representations, commitments and other communications between the parties, and may only be supplemented or changed in writing, signed by a representative of the Group and the Hotel's representative. No representative of the Hotel has been or is authorized to make any representation which varies from the express terms of this agreement, though this agreement may be supplemented or amended in writing. In the event of litigation arising from or associated with this agreement, the parties agree that the prevailing party therein shall recover its attorneys' fees and costs incurred therein. Any legal action in connection with this agreement shall be brought or maintained only in the courts of the State of Nevada, and only in Washoe County.



**ACCEPTANCE**

This contract shall be deemed accepted only after it has been signed by a representative of the Group and thereafter signed by the Director of Banquets & Catering and the Catering Manager of the Hotel. Acceptance may be made by written transmission to the Hotel and this contract may be executed in one or more counterparts, each of which when fully executed, shall be deemed to be an original, and all of which shall be deemed to be the same Contract. This contract will be null unless signed and returned by Wednesday, September 08, 2021.

By authorized representative of: 2022 Social Catering

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JoAnn Moore  
2022 Social Catering

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Date:

By Peppermill Resort Spa Casino, through its authorized representative:

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Debbie Cotter  
Catering Manager  
Peppermill Resort Spa Casino

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Date:

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Taunya Miller  
Director of Banquets & Catering  
Peppermill Resort Spa Casino

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Date: