

Buffalo Bill CULTURAL CENTER

3083 US Hwy 83, Oakley, KS 67748 · (phone)785.671.1000 · (fax)785.671.1244
Wild West Historical Foundation · events@buffalobilloakley.org · www.buffalobilloakley.org

Contact Information

Event Name & Description: _____

Company/Organization/Person: _____

Contact Name: _____ Phone Number _____

Address: _____

Email: _____

Thank you for choosing the Buffalo Bill Cultural Center (BBCC) for your event. This letter will confirm the reservation agreement made on _____ (date).

Event Information

Alcohol Non-Alcohol

Event Date(s) _____

Arrival Time(s) _____ Start Time: _____

End Time(s) _____ Departure Time: _____

Of People _____

Room(s): Buffalo Bill Annie Oakley Sitting Bull

Kitchen Lobby

Event Requirements

Tables # _____ Chairs # _____ Linens _____ Color _____

Microphone Dance Floor Projector Flip Chart

Podium Stage Wifi (# _____)

Cater Contact: _____

Beverages: (Complimentary) Coffee Tea Water
Soda (\$1 each) _____ Other _____

Additional Needs: _____

Fees and Deposit

Room Fee \$ _____

Kitchen Fee \$ _____

Food & Bev \$ _____

Other Fees \$ _____

Non-Profit \$ _____

Total Due \$ _____

Deposit \$ _____

Cash Check Credit Card

Rec'd by _____

Date _____

Total Due \$ _____

Less Deposit \$ _____

Balance Due \$ _____

Balance Rec'd \$ _____

Community Economic Impact:

Overnight Hotel Stays: _____ Local Florist / Décor: _____

Local Catering: _____ Other: _____

Office Use Only

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TERMS AND CONDITIONS

Following are the terms of this agreement, made on _____ between the Buffalo Bill Cultural Center (BBCC) and _____ (herein referred to as "Client").

MEETING ROOMS

- ✓ BBCC will assign meeting room(s) based on the contracted number of guests and other requirements as specified in the contract.
- ✓ In the event of an increase or decrease in the number of guests, a room, or rooms may be substituted.
- ✓ BBCC must be notified by Client in advance of any changes in the delivery and set up time(s) specified in the contract, and shall communicate final delivery and set up times to BBCC two (2) days prior to the event.
- ✓ BBCC will make every effort to honor all requests. Changes in the set up or tear down time required, made less than two (2) days prior to the event may incur additional fees.
- ✓ Contract includes one (1) event coordinator to assist with organization, set up and tear down.
- ✓ Contract includes one (1) BBCC staff member on site for the duration of the event. Additional staff members can be provided for an additional charge.
- ✓ Event must end and premise be cleared of guests no more than one (1) hour after the end time specified on the contract. Events that run into the following day and exceed the 1 hour grace period will be charged for an additional day's rental.
- ✓ Client will be responsible and shall reimburse BBCC for any damages it (or its employees, agents or contractors) causes persons or property located at BBCC.

CATERING SERVICES / FOOD / BEVERAGES

- ✓ BBCC provides complimentary coffee, water and tea for all events. Soda can be furnished for an additional charge.
- ✓ BBCC can transport light snacks for an additional charge; however, Client will contract a caterer for meal service. Client may also make or bring in food to serve their guests.
- ✓ BBCC will provide Client with a list of local caterers that they can work directly with for their food service needs.
- ✓ Client and Client's catering services have full use of the kitchen facilities (if contracted). The kitchen must be cleaned by Client or Client's catering services and all food brought it must be removed from the premises at the conclusion of the event. BBCC will charge a minimum of \$100 if kitchen is not returned to its previous condition.
- ✓ Client may bring in alcoholic beverages for their guests. Alcohol may not be sold to the guests nor can it be served to anyone under the age of 21. Minors are the responsibility of Client, and if minors are found in the possession of alcohol, the event may be immediately ended. Client must provide BBCC with proof of home owner or renter insurance before alcohol can be brought into the center.
- ✓ If an event requires the sale of alcohol to guests, Client must obtain a temporary liquor license for the event. Client must file with the city and the state and obtain these licenses prior to the event. BBCC must have a copy of the licenses on the premise during the event.
- ✓ Alcohol may not be consumed outside BBCC.

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BILLING

BBCC accepts VISA, MasterCard, Discover, business and personal checks, as well as cash. BBCC requires a minimum deposit of \$50 or 25% whichever is greater. Deposit must be received with a signed contract to reserve the date. Full payment is due prior to the event. In the event there is a dispute related to any amount or charge, only the disputed amount shall be withheld from payment.

CANCELLATION OR RESCHEDULING OF EVENT

Client may cancel or reschedule the date of their event within two (2) months of the event with no cancellation charge. Client will receive 100% of their deposit back for any event cancelled two months (60 days) or more prior to the event. Client will receive 50% of their deposit back for any event cancelled less than two months (60 days), up until two (2) weeks prior to the event. Deposit will not be refunded for any event cancelled two weeks or less prior to the event. Client agrees to pay BBCC for any expenses incurred by BBCC for cancellation or rescheduling of an event. If event exceeds the specified departure time, client will be charged \$100 per hour at a minimum of 1 hour. Non-adherence to departure time impacts schedule of paid staff to clean and reset after the event. _____

GENERAL PROVISIONS

PACKAGES: In the event Client will be shipping packages to BBCC, Client must notify BBCC at least one (1) week in advance. Packages should be sent to BBCC one to two days prior to the event and include the event name and date. BBCC has no liability for delivery, security or condition of package. All items brought into BBCC must be removed from the property upon conclusion of the event.

SMOKING: BBCC is a non-smoking facility. Smoking in the facility is prohibited. Additionally, Kansas prohibits smoking within fifteen (15) feet of the building. If any guest of Client violates this policy and smoke or fire alarms are activated, any fines or other charges that are incurred shall be charged to Client.

SIGNS: Signs and banners cannot be displayed without prior approval from BBCC. No signs, banners, decorations or displays may be attached to ceilings, walls, fixtures or carpet with nails, staples or tacks. Hook system may be used with 4 inch display rail located at top of walls. Any other means of securing decorations will not be allowed unless prior approval from BBCC Director is obtained.

DAMAGES: Client shall be responsible for all damages and losses caused to BBCC, employees or property by Client or Client's guests. Credit Card information is required prior to start of event.

Card number: _____ Exp. Date: _____ Billing zip code: _____ CVC: _____

DISPUTE RESOLUTION: BBCC and Client agree to use best efforts to resolve any disputes under this agreement through informal means. It is BBCC's intention to resolve disputes with Clients in a timely and professional manner with a mutually agreeable outcome for both parties.

FORCE MAJEURE: The performance of this agreement is subject to any circumstances making it illegal or impossible to provide or use BBCC facilities. Acts of God, war, terrorism, government regulations, disaster, civil disorder, curtailment

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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 BBCC. This agreement may also be terminated for any of the above reasons by written notice from BBCC.

INDEMNIFICATION AND HOLD HARMLESS: Client agrees to defend, indemnify, and hold harmless BBCC, its board members, affiliates, employees, agents and representatives from and against all claims, actions, causes of action, liabilities, costs and expenses, including without limitation reasonable attorney’s fees, arising out of or resulting from or in any way related to the Client’s even, and/or any act or omission of Client, its attendees or invitees, or any contractors hired or engaged by Client.

ENTIRE AGREEMENT: This agreement is the entire agreement between BBCC and Client and any changes to this agreement must be made in writing and signed by authorized representatives of BBCC and Client. The person signing this agreement on behalf of Client warrants that he/she is authorized to bind Client.

COMPLIANCE WITH LAWS: Client shall comply with all Federal, State and Local laws, rules and regulations with respect to their activities while on BBCC property, including obtaining permits required for activities during the event. BBCC relies on Client to observe regulations regarding room capacity limitations and health, safety and fire codes. BBCC reserves the right to take actions necessary to cause the event to be in compliance with all laws, rules and regulations, including; closing the event, asking certain guests to leave, restricting access to event, restricting the consumption of alcoholic beverages, and monitoring the event.

RIGHT OF ENTRY: BBCC has the right to enter and inspect all functions. If BBCC observes any activity which it determines may be illegal or inappropriate, or that may result in harm to persons or objects, BBCC has the right to immediately terminate the event and ask Client and guests to vacate premises.

ACCEPTANCE OF CONTRACT:

BBCC and Client have executed this agreement in a manner and form sufficient to bind them as of the date and year set forth on page one (1) of this agreement.

BBCC

Signature: *Kirsten Dutton*

Name/Title: Kirsten Dutton, Director

Date: _____

CLIENT

Signature: _____

Name/Title: _____

Date: _____