



Banquet Terms and Conditions

Patron: _____ **Guaranteed # of Attendants:** _____

Contact Person: _____ **Venue:** _____ **Cost:** _____

Contact Phone #: _____ **Deposit Amount:** _____

Date of Event: _____ **Date To Be Paid By:** _____

Time: _____ **Balance Amount Due:** _____ **Date Due:** _____

1. Definitions.

1.1 **Agreement:** "Agreement" shall mean the agreement for facility usage and catering services, including Terms and Conditions, by and between The Old Evangeline Downs, LLC. d/b/a Evangeline Downs Racetrack Casino Hotel (hereinafter referred to as "Evangeline Downs") and _____ herein after referred to as "Patron").

1.2 **Event:** "Event" shall mean the function/event which is the subject of Agreement between Patron and Evangeline Downs.

1.3 **Space:** "Space" shall mean the room(s) of Evangeline Downs which Patron has reserved for Event.

1.4 **Guaranteed Attendants:** "Guaranteed Attendants" shall mean the number of guests expected to attend Event.

2. **Rules and Regulations.** Agreement is subject to, and Patron agrees to fully comply with, rules and regulations of Evangeline Downs as well as all applicable State Liquor and Food laws.

3. **Payments.** Payments shall be made by one of the following methods: Cash, Credit Card, Company Check.

4.1 **Deposits:** At time of booking, Patron shall remit to Evangeline Downs 50% of the total cost of Event. Patron may cancel or postpone Event without penalty with thirty (30) days written notice to Evangeline Downs. However, no refund or credit shall be made to Patron for cancellation or other changes to Agreement within thirty (30) days of Event.

4.2 **Balance of Estimated Total Cost of Events:** Evangeline Downs must receive payment equal to the balance of the estimated total cost of Event no later than fifteen (15) days prior to Event.

4.3 **Guaranteed Number of Attendants:** Guaranteed Attendants may be increased or decreased up to fifteen (15) days prior to Event. Patron may increase the number of Guaranteed Attendants, subject to Evangeline Downs' ability to accommodate any such increase, up to three (3) days prior to Event.

4.4 **Service Charges and Tax.** Patron shall pay nineteen percent (19%) service charge and ten and seven five percent (10.75%) sales tax on all food and beverage charges. A group claiming tax exempt status must submit its tax number and a copy of its official letter of exception prior to the function date.

4.5 **Total Cost of Event:** Total cost of Event will be determined by the final guest count guarantee when paying on a per person basis. Cost will be based on Guaranteed Attendants three (3) days prior to event or on actual guest count, whichever is greater. Price quotes are valid for 90 days. Any agreement formalized more than 90 days prior to the event date are subject to change.

4. **Additional Costs.** There is a room charge for each function. Such amount shall be based in part on food and beverage requirements and will be set forth above. For events requesting a bar, there is a bartender fee in the amount of \$75. In addition, a minimum of \$75 in sales is required. If this is not met, a set up fee may apply. For events not utilizing the bar, a set up fee may be added. Evangeline Downs reserves the right to charge additional fees if the event involves elaborate set-up, special arrangements, exceptional length of function, and/or extraordinary cleanup.

5. **Right of Space Transfer.** There are minimum and maximum capacity limitations (hereinafter referred to as "Capacity Limitations") for all rooms and function areas at Evangeline Downs. If Guaranteed Attendants turn out to be lower or higher than Capacity Limitations, Evangeline Downs reserves the right to transfer Event to another space on premises at a higher rental fee (based on the established Evangeline Downs rental schedule). In no case shall the rental fee decrease.

6. **Displays, Exhibits, and Decorations.** Unless otherwise agreed, all displays, exhibits, and decorations must be free-standing (and otherwise unattached to walls, ceilings, floors, or other fixtures or structures of Evangeline Downs must comply with the rules and regulations of Evangeline Downs, and must comply with any applicable laws, rules, ordinances, orders, directions or codes of the federal or state authorities.

7. **Food and Beverage.** No food or beverage of any kind may be brought into Evangeline Downs by Patron. All food and beverage must be provide by Evangeline Downs. All quoted food and beverage prices are subject to change prior to contract signing based upon availability of menu selections at the time Event is booked. All remaining food is property of Evangeline Downs.

8. **Right to Inspect.** Evangeline Downs reserves the right to inspect and control all private functions.

9. **Indemnification and Insurance** The Patron agrees to protect, defend, indemnify, and save harmless, Evangeline Downs from all suits, actions, claims, demands, damages or losses, expenses, and/or costs of any kind and description to which Evangeline Downs may be subjected to by reason of injury, (including death), to persons or destruction of property, including loss of use resulting therefrom, in connection with, or growing out, of any act of commission or omission of the Patron, its agents, employees, family members, guests, or invitees, or any person whose presence on the premises is due to or in connection with Patron's occupancy or use of the described premises, or in any way growing out of the Patron's activities under the terms of this agreement. The parties acknowledge that the Patron shall be solely responsible for all safety procedures, and/or any other laws and ordinances. The Patron's indemnity shall cover any matters arising as a result of it's use of the premises and/or safety procedures since Evangeline Downs shall have no involvement with or responsibility therefore. This indemnity shall survive the termination of this Agreement with respect to matters occurring during the period covered by this Agreement.

Patron agrees to (1) obtain all legally required permits for the event, including liquor permits and/or licenses, and the like required by regulatory authorities; (2) if required, provide security for the event satisfactory to the Evangeline Downs; and (3) obtain and/or maintain the following insurance coverages: (a) General Liability insurance for Bodily Injury, Property Damage and Personal Injury in an amount not less than \$2,000,000 Per Occurrence, \$2,000,000 General Aggregate, and Medical Payments of not less than \$10,000 Per Person naming Boyd Gaming Corporation, Evangeline Downs, its subsidiaries, affiliated, allied and/or proprietary companies as Additional Insured; (b) If requested, Liquor Liability in an amount not less than \$2,000,000 Per Occurrence, \$2,000,000 Aggregate; (c) Patron's Insurance Certificate must include a Waiver of Subrogation in favor of Evangeline Downs and provide for a thirty (30) day notice of cancellation; and (d) Certificate must note that Patron's coverage is primary and not contributory with any coverage that Evangeline Downs may have.

10. **Laws.** All applicable federal and state laws apply to Patrons and their guests. This includes, but is not limited to, the service of alcoholic beverages to minors or intoxicated persons.

11. **Non-Exclusive Use.** It is understood and acknowledged by Patron that Evangeline Downs is a multi-purpose site and often hosts many events concurrently in the same venue.

12. **Unforeseen Circumstances.** In the event Evangeline Downs shall be delayed, hindered or prevented from performing any act, service or obligation required under this Agreement due to causes beyond its control, including, but not limited to, strike, labor dispute, accident, act of war, act of God, fire, flood, failure of power, or riot, then performance of such act, service or obligation shall be excused and Evangeline Downs may terminate this Agreement without any liability for damages or claims resulting there from.

13. **Cancellation.** Either party may cancel this contract for any reason by providing a minimum of sixty (60) days written notice to the other party prior to the day of the event. Notice shall be deemed delivered if sent either by Facsimile or Certified Mail with proof of delivery.

14. **Consequential Damages.** In the event litigation arises relating to Agreement, and notwithstanding anything herein to the contrary, Patron shall not be entitled to consequential damages of any kind. Any recovery, if determined appropriate, shall not exceed the actual amounts paid by Patron to Evangeline Downs.

15. **Entire Agreement.** This represents the entire Agreement between the parties. Modifications or amendments of this Agreement must be made in writing and executed by all parties.

16. **Representation of Authority to Sign.** If this Agreement is signed in the name of a corporation, partnership, Limited Liability Company, society, organization or other entity (individually and collectively, the "Entity") the individual signing on behalf of Entity represents and warrants to Evangeline Downs that he/she is fully authorized to sign this Agreement and bind the Entity hereby. In the event that the individual signing on behalf of Entity is not so authorized, said individual shall be personally liable for the faithful performance of the terms, conditions, and obligations of this Agreement.

17. **No Waiver.** No waiver of any other provision of this Agreement shall be binding unless reflected in writing and signed by an authorized representative of Evangeline Downs.

18. **Acceptance.** Signature by Evangeline Downs shall constitute acceptance of this Agreement.

Print Name: John Bennett
Phone: 337-594-3088
Fax: 337-594-3199
Date:
Address: 2235 Creswell Lane Ext.
Opelousas, LA 70570
johnbennett@boydgaming.com

Print Name:
Organization:
Phone:
Date:
Address: