



Jackpotranch.org
2025 Reservation Loop Rd
Camp Verde, AZ 86322
Phone: 602-253-1812
Toll-Free: 800-773-1336
Fax: 602- 253-9188
E-mail: info@jackpotranch.org

Contract Agreement

Thank you for choosing Jackpot Ranch as the site to host your upcoming event. This agreement (the "Agreement") between Jackpot Ranch and you, (herein "Customer"), sets forth the terms of our Agreement concerning your use of the Facility (as defined herein), the fees to be paid and the obligations of each other as described herein.

Customer name(s)	<input type="text"/>		
Address	<input type="text"/>		
City	<input type="text"/>	State <input type="text"/>	Zip Code <input type="text"/>
Country	<input type="text"/>		
Home phone	<input type="text"/>	Work phone	<input type="text"/>
		Cell phone	<input type="text"/>
Email	<input type="text"/>		

Event type	<input type="text"/>		
Event date	<input type="text"/>	Event set-up time	<input type="text"/>
Event start time	<input type="text"/>	Event end time	<input type="text"/>

Rehearsal date	<input type="text"/>	Rehearsal time	<input type="text"/>
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Number of guests	<input type="text"/>	Indoor or outdoor	<input type="text"/>
Grounds & facilities	<input type="checkbox"/> Gazebo	<input type="checkbox"/> Front pond	<input type="checkbox"/> Bunkhouse
	<input type="checkbox"/> Homestead	<input type="checkbox"/> Teepee	<input type="checkbox"/> Cimarron
		<input type="checkbox"/> RV/Rig	<input type="checkbox"/> Horse Accommodations
Alcohol on-site	<input type="radio"/> Yes	<input type="radio"/> No	
Name of licensed & bonded bartender or catering service		<input type="text"/>	

Event quote	<input type="text"/>	Reservation deposit	<input type="text"/>
Number of payments	<input type="text"/>	Due the	<input type="text"/>
		of each month	<input type="text"/>
		thru	<input type="text"/>

Please make payments to: Jackpot Ranch, 2200 North Central Avenue, Suite #205, Phoenix, AZ. 85004

1. Definitions. The following terms, as set out in this Agreement, shall be defined as follows:

a. Contract Amount. The "Contract Amount" shall be the total amount due from the Customer for the Customer's obligations under this Agreement. Full payment of the Contract Amount is due thirty (30) days prior to the Event Date, or if this Agreement is executed less than thirty (30) days prior to the Event Date, then the full Contract Amount is due upon execution of this Agreement.

b. Contract Person/Agent for Customer. The "Contact Person/Agent for Customer" shall be the person who is authorized by the Customer to act on behalf of the Customer and authorized to legally bind the Customer. The Contract Person/Agent shall be deemed to have the legal authority to bind the Customer, to change the terms of this Agreement and to act on behalf of the Customer in the same manner as the Customer could.

c. Customer Name. "Customer Name" shall be the person entering into the Agreement and legally liable for payment and performance of all obligations herein.

d. Event. The "Event" for which you are using the Premises and entering into this Agreement.

e. Event Date. The "Event Date" is the date the Event is scheduled and the date for which the Facility has been reserved for you.

f. Event End Time. The "Event End Time" shall be the time upon which the outdoor event(s) end and the Premises be vacated or the event(s) move indoors per this Agreement.

g. Event Set-up Time. The "Event Set-Up Time" will be the time upon which the Premises will first be made available to the Customer.

h. Event Start Time. The "Event Start Time" will be the time in which the Event is scheduled to commence.

i. Facility. The "Facility" shall be deemed Jackpot Ranch grounds & facility located at 2025 Reservation Loop Road, Camp Verde, Arizona 86322, and sometimes referred to as the "Premises".

j. Personal Property. "Personal Property" as used herein shall be deemed to be the Personal Property owned by the Customer, any guests, vendors, employees or agents of the Customer, or any other Personal Property brought on the Premises of the Facility at any time during the Event or otherwise in connection with the Event.

k. Reservation Deposit. The "Non-refundable Deposit" of \$2,500. is required to reserve the Facility for the specific Event date. At the time of the event \$2,500 will be applied to your contract balance. In the event of cancellation the deposit is not refundable regardless of the circumstances.

l. Security Deposit. The "Security Deposit" is a deposit to secure the Customer's performance under the Agreement and shall be over and above such Contract Amount. The Security Deposit amount of \$1000. is due 30 days before the event and can be issued as a check or cash. The security deposit will be returned within seven (7) business days after the Event, less any damages, additional clean-up fees or other amounts retained to satisfy any obligations of the Customer under this Agreement.

m. Cleaning Fee. The non-refundable "cleaning fee" is due not less than 30 days prior to the event. This fee will be determined by the type of event and length of stay. If unusual cleaning is necessary, there will be an additional charge applied to the credit card on file, copies of all charges will be furnished.

2. Reservation. The Facility will be held for you upon receipt of this signed Agreement, which has been approved and accepted in writing by Jackpot Ranch along with the Reservation Deposit. The Reservation Deposit is non-refundable and in the event of a breach of this Agreement by the Customer, the Reservation Deposit shall be deemed forfeited and may be retained in full by Jackpot Ranch. In addition, in the event of breach of this Agreement by the Customer, any amounts paid to vendors to secure their services will also be forfeited by the Customer. In the event this Agreement is canceled by Jackpot Ranch, the Reservation Deposit shall be refunded.

Licensee acknowledges and agrees that the above-referenced start and end times represent the firm time frame of the Event. Should the Event run over the reserved time block, Licensee agrees to pay an additional Three Hundred Dollars (\$300.00) per hour, which will be charged in blocks of one (1) hour and will not be prorated.

initial

3. Payments. Payments will be divided into equal monthly payments beginning the month following contract signing and ending the month prior to the event date. Full payment of account is due 30 days prior to event date. Payments are due on either the 5th or 20th of each month, as selected at contract signing by the client. A grace period of 5 days will be given, however after 5 days there will be a late charge of \$50.00 applied to the payment each month it is late. After 60 days of not receiving payment and no agreement for payment has been worked out, it will be considered that the client's account is delinquent and the deposit and date are forfeited. Checks returned as not sufficient funds will be charged \$25.00 per occurrence.

4. Payment in Advance. All Events require payment of the Reservation Deposit in advance. The Contract Amount shall be paid as provided on Page 1.

5. Responsibilities of Parties

a. Jackpot Ranch. Jackpot Ranch agrees to provide Customer with Jackpot Ranch Grounds & Facilities for the Event as provided on page 1. This includes the Grounds & Facilities along with set amount of tables, chairs and any items or services expressly provided in this agreement. The responsibilities of Jackpot Ranch outside this Agreement does not include food, beverages, catering, table linens, event and/or wedding planning, flowers, photographer services, videographer services, disc jockey services, valet, or any other such incidental event related services or wedding or wedding reception related services unless such services are expressly provided for in this Agreement.

Jackpot Ranch is not liable for any acts of God, including but not limited to weather conditions. In addition, Jackpot Ranch has no control and makes no promises expressed herein in regard to neighboring surroundings including but not limited to sound, aesthetics or conduct of events and therefore cannot be held liable for any of these items.

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b. Customer. Customer is responsible for procuring any services which Customer requires for its Event including:

(1) Personal Property Brought on the Premises.

(2) Vendors. Customer shall be responsible for the actions and/or omissions of any vendors or any other persons which are physically on the Premises at any time in connection with the Event. Vendors can begin to drop off items at the time listed for Event Set-Up Time. Customer must leave the kitchen in a clean state or is subject to clean-up fees.

(3) Removal of Property Brought on the Premises. Customer shall remove all Personal Property which was brought onto the Premises no later than the Event End Time unless otherwise agreed to in writing by Jackpot Ranch. Customer also agrees to the following:

(a) If Customer has failed to remove any Personal Property from the Facility, whether owned by Customer or one of Customer's vendors or otherwise, for a period of twenty four (24) hours after the Event End Time, such Personal Property shall be deemed abandoned and Jackpot Ranch may dispose of such Personal Property in such manner as it deems appropriate, including disposal of the Personal Property, or selling such Personal Property for such amount Jackpot Ranch deems appropriate and Customer and Customer's vendors and any other person shall not be entitled to any of the proceeds from such sale. Any expense incurred by Jackpot Ranch in disposing of any Personal Property left on the Premises by Customer or any of Customer's vendors or other persons shall be the responsibility of Customer

(b) Customer shall be liable for all expenses of any vendors, employees, agents or others for the Event.

(3) Portable Toilets/Mobile Restrooms. Customer shall be responsible for renting portable toilets and/or mobile restrooms for events that exceed 75 guests.

6. Cancellation and Performance. This Agreement may not be canceled. The parties agree that in the event of cancellation by Customer, the parties agree that all amounts paid by Customer prior to cancellation shall be forfeited and shall be retained by Jackpot Ranch and applied to the Contract Amount. Customer understands and acknowledges that the Facility and in some instances vendors have been reserved for Customer and therefore the Facility was unavailable for other persons for other events and that Jackpot Ranch will suffer damages as a result of any such cancellations of this agreement or as result of Customer's failure to perform.

7. Food, Beverages and Alcohol. Jackpot Ranch does not provide any food or beverages for the Event. All food service for Event must be provided by a licensed caterer. Should you decide to have alcoholic beverages at this Event, Arizona State Liquor Law prohibits the selling of such beverages, and imposes other restrictions and limitations with respect to the use and consumption of alcohol by the Customer on the Premises including a prohibition from serving any alcoholic beverages to any persons under the age of twenty-one (21) and other limitations. Alcohol may not be brought on the Premises after the commencement of the Event, in the event alcohol is brought on the Premises Jackpot Ranch will provide a warning and in the case that the problem persists Jackpot Ranch reserves the right to terminate the Event. Customer shall comply with all legal requirements applicable to furnishing alcoholic beverages on the Premises and agrees to hold Jackpot Ranch harmless from and against any and all liability incurred as a result of any such failure to comply. In addition, Customer indemnifies Jackpot Ranch for any liability that Jackpot Ranch may incur as a result of alcohol being furnished at the Event or otherwise on the Premises, including all attorneys' fees and costs incurred in defending such action whether or not such alcoholic beverages were disclosed to Jackpot Ranch and regardless of who brought the alcoholic beverages onto the Premises.

For all events at Jackpot Ranch it is required that Customer use a licensed, bonded & insured bar tending company.

8. Your Property. Jackpot Ranch shall not be liable for any loss or damage to any personal property brought on the premises by you or other nor will Jackpot Ranch have any insurance coverage that will protect you or others against any loss or damage to such Personal Property, and if you desire any insurance coverage to protect you and others or your personal property, such coverage must be obtained by Customer as Customer deems appropriate. Customer accepts the risk of loss to any of its Personal Property or any Personal Property of Customer's vendors, guests, as well as any other Personal Property brought onto the Facility by any other person in connection with Customer's Event.

9. Conduct of Event. Customer shall conduct the Event and use the property in an orderly manner in full compliance with this Agreement and all federal, state, local and applicable laws and regulations, and our Rules. Customer assumes full responsibility for the conduct of all persons in attendance at the Event and for any damage done to any part of the Facility or any Personal Property located at the Facility during the Event. Customer agrees that children will be supervised.

10. Indemnification. Customer shall indemnify and hold harmless A) Jackpot Ranch, LLC, B) Shuster Foundation, Ltd., C) Garry Shuster, D) Sharon Shuster, agents, employees, contractors, representatives, affiliates and their respective owners, officers, directors, shareholders and insurers referenced in A-D above and all such parties collectively also referred to herein as "Jackpot Ranch" from and against any and all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of, resulting from or in any way connected with Customer's Event.

11. Deliveries. Arrangements for delivery or pick-up of any Personal Property to the Facility at any time prior to the Event Time or after the Event End Time shall be made in advance and shall be subject to the sole discretion of Jackpot Ranch. Customer shall prepay all deliveries sent to the Facility.

12. Parking. Customer acknowledges that parking at the Facility is limited and Jackpot Ranch does not guarantee that parking will be for all of Customer's vendors, guests or others. Customer shall indemnify and hold harmless and otherwise indemnify Jackpot Ranch against any claim for damage to vehicles parked on or off the Facility or the loss of Personal Property.

13. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Arizona.

14. Promotional Considerations. Jackpot Ranch has the right to review and approve any advertisements or promotional materials in connection with your function (event) which specifically references the Jackpot Ranch name or logo. Failure to receive written approval on the use of Jackpot Ranch name and logo or any change of "intended use" of the Event will be a default of this Agreement by Customer.

15. Attorneys' Fees. The parties agree that in the event that any dispute arises in any way relating to or arising out of this Agreement, the prevailing party in any arbitration or court proceeding will be entitled to recover an award of its reasonable attorneys' fees and costs.

16. Consequential Damages. Jackpot Ranch shall not be liable to Customer for any consequential damage that may arise out of this Agreement or any action or omission by Jackpot Ranch.

17. Amendments/Changes. The parties agree that any amendments or changes to the arrangements described in this contract must be in writing, signed by both Customer (or Customer's Contact Person) and Jackpot Ranch.

18. Liens. No lien, encumbrance, claim or other charge of any kind shall be permitted, voluntarily or involuntarily, by Customer or its agents or any other party that attaches to property of Jackpot Ranch and Customer shall indemnify and hold Jackpot Ranch harmless from any such liens, encumbrances, claims or other charges.

19. Merger Clause. Jackpot Ranch employees, agents or other representatives may have made oral statements concerning this Agreement. Except as expressly provided herein, any such statements do not constitute warranties, shall not be relied upon by Customer, shall not affect this Agreement nor constitute part of this Agreement.

20. EXCLUSIONS OF WARRANTIES. THE IMPLIED OR EXPRESS WARRANTIES OF MERCHANTABILITY, PERFORMANCE AND FITNESS FOR A PARTICULAR PURPOSE AND ANY AND ALL OTHER WARRANTIES OF ANY KIND UNDER ANY LAW, BOTH EXPRESS AND IMPLIED, ARE HEREBY DISCLAIMED AND ARE EXCLUDED FROM THIS TRANSACTION AND SHALL NOT APPLY TO THIS AGREEMENT.

21. Remedies. Jackpot Ranch shall have all remedies provided in this Agreement or by law in connection with any breach or default of this Agreement by Customer.

22. Additional Terms and Conditions. For additional terms and conditions see Exhibit A.

Jackpot Ranch, LLC an Arizona limited liability company

Name Date
Signature , it's authorized party

Customer

Name Date
Signature

Exhibit A

Second Floor Plan Bunk House

