



## KAUFFMAN STADIUM EVENT AGREEMENT

This Kauffman Stadium Event Agreement (this "Agreement") is entered into on December 5<sup>th</sup>, 2018, between the Kansas City Royals Baseball Corporation, a Missouri corporation (the "Royals"), and Raytown South Prom Committee ("Licensee").

The parties agree as follows:

1. Event: Premises. Subject to the terms and conditions set forth in this Agreement, on the date(s) set forth below and during the hours set forth below, the Royals hereby grant to Licensee the right to enter upon and use the portion of Kauffman Stadium specified below (the "Premises") for the purpose specified below (collectively, the "Event").

Date(s): Saturday, May 4<sup>th</sup>

Hours: 7:30pm – 11:00pm

Premises: Crown Club

Group Contact: Arianne Henry

Purpose of Event: Prom

Number of Attendees: 300

Rental Fee: \$1200 (plus any applicable sales tax)

Other Event Requirements (if any): Licensee is responsible for all linen charges as well.

2. "Event Ready" Condition of the Premises: Cleaning of the Premises.

- (a) The Royals will deliver the Premises in an "event-ready" condition. Except as provided in the previous sentence, Licensee takes the Premises after examining it in its existing condition and state of repair and without any representation or warranty by or on behalf of the Royals and agrees that the Royals will not be liable for any latent, patent or other defects in the Premises and improvements thereon or the appurtenances thereto.
- (b) Cleaning of the Premises during and after the Event will be the responsibility of the Royals. However, excessive cleanup costs (as reasonably determined by the Royals) will be reimbursed by Licensee or offset against the Deposit. If the cleanup costs exceed the remaining Deposit, Licensee will pay the amount exceeding the Deposit within ten days after notice by the Royals.

3. **Use of the Premises.**

- (a) Licensee may not use the Premises for any purpose other than that stated in Section 1. No other purpose may be substituted without the prior written consent of the Royals. If the Royals determine at any time, in its sole discretion, that Licensee's or the Event's purposes are inconsistent with the goals of the Royals or Major League Baseball or the Event is viewed by the Royals as being detrimental to the character or reputation of the Royals, Kauffman Stadium or Major League Baseball, the Royals may terminate this Agreement at any time and, in such event, will return to Licensee any Deposit paid by Licensee.
- (b) Licensee will not create a nuisance or act in an unreasonable manner that might interfere with the Royals's or any other persons' use and enjoyment within any other area of Kauffman Stadium, or that might, in the sole and exclusive judgment of the Royals, cause appreciable damage to the Royals's goodwill or reputation, or tend to injure or depreciate the Premises or any area of Kauffman Stadium or the enjoyment thereof by other patrons. Licensee will, and will cause all of its guests to, abide by the conditions of use determined by the Royals from time to time. Licensee will be held responsible for its actions, as well as the actions of its guests. Should Licensee or any of its guests create a disturbance in the Premises or any other area of Kauffman Stadium, the Royals, in its sole discretion, may eject the responsible persons from the confines of Kauffman Stadium or the Harry S Truman Sports Complex.
- (c) Licensee or a duly authorized representative of Licensee must be present at the Premises at all times during the Event.

4. **Payments.** On or before the date(s) set forth in Section 1, Licensee will pay the Royals the Deposit and Rental Fee amount(s) set forth therein. All payments must be made in cash or by check or credit/debit card. All payments must be paid when due without notice, abatement, deduction or set-off of any kind. If Licensee cancels the Event or terminates this Agreement less than 30 days prior to the date of the Event, Licensee will forfeit the entire amount paid to date and will pay within ten days of such cancellation or termination an amount equal to the remaining Rental Fee balance set forth in Section 1.

5. **Damages.** If any damage relating directly or indirectly to the Event should occur prior to, during or after the Event, the Royals may repair such damage using such contractors as the Royals may desire. The amount of such repairs will be reimbursed by Licensee or offset against the Deposit. If the amount of such repairs exceeds the remaining Deposit, Licensee will pay the amount exceeding the remaining Deposit within ten days after notice by the Royals.

6. **Decorations.** Use of any decorations (including signs and banners and the use of candles) must meet all safety standards and laws and, except for customary table decorations, must be approved in advance in writing by the Royals. If approved, all candles used indoors must be self-contained within a glass holder. No portion of the sidewalks, entrances, passages, vestibules, walls or ways of access in or about the Premises will be obstructed by Licensee or used for any purpose other than ingress and egress to and from the Premises.

7. **Staging, etc.** Licensee must submit in writing all staging, lighting, exhibits, dance floor, and

additional requests to the Royals for approval at least 30 days prior to the Event. Any request must include dimensions, weight and pressure points, and a diagram of how each item will set up. The Royals must approve in writing all requests prior to the Event. Any rental companies from which any floor, stage, lighting, portable generators or other items are rented by Licensee must be approved by the Royals and must adhere to all guidelines set forth by the Royals, including those governing load in and load out procedures. Additionally, any floor, stage, lighting, or other items must be set up and removed by the rental company.

8. **Layout.** Licensee and the Royals will coordinate all exhibit layout and electrical equipment requirements and will finalize all such items at least 30 days prior to the Event.
9. **Audio-Visual.** Unless otherwise agreed in writing, all audio-visual equipment must be rented by Licensee from the Royals. Should equipment be needed outside of that available through the Royals, the Royals and Licensee will mutually agree upon which party will make arrangements with an outside vendor and Licensee will be responsible for the rental fee.
10. **Security.**
  - (a) The Royals may require Licensee to utilize the services of a security company in order to provide security for the Event. To the extent the Royals's normal security company is unable to provide security, the Royals may require security in the form of Kansas City, Missouri police or other appropriate security personnel. Security charges will be based on current applicable rates per hour. Security will be an additional charge that will be billed to Licensee.
  - (b) Licensee and its guests will be subject to all applicable security policies of the Royals, including the searching of all personal items.
11. **First Aid.** The Royals reserve the right to require Licensee to have emergency medical personnel available for the Event and the cost will be billed to Licensee.
12. **Alcoholic Beverage Policy.** No alcoholic beverages may be brought into Kauffman Stadium.
13. **Catering.** All food and beverages served within Kauffman Stadium must be catered by ARAMARK Sports and Entertainment Services, LLC ("ARAMARK"). Should the Event require catering service, a separate agreement must be entered into by Licensee with ARAMARK.
14. **Advertising.** Licensee will not use the name "Kansas City Royals" or "Royals" in any advertising of the Event, and the name "Kauffman Stadium" may only be used if sponsorship identification does not conflict with existing Royals sponsors and is used only to describe the location of the Event. Licensee will submit all printed material, advertising matter, posters and pictures to be used prior to, at, or in connection with the Event that refer in any way to the Royals, Kauffman Stadium or Major League Baseball at least ten days prior to their proposed use and the Royals may edit, modify or reject references to or images of Kauffman Stadium or the Royals or any current or former Royals player, manager or owner at its sole discretion. Should Licensee use an advertisement that, in the sole discretion of the Royals, conflicts with an existing Royals sponsor or otherwise does not meet with the Royals prior approval, Licensee will be in material default of this Agreement and the Royals may cancel the Event and will not be obligated to refund any monies paid by Licensee to the Royals.

15. **Failure of Third Parties to Perform.** If any third party service provider fails to perform its obligations with respect to providing goods or services for the Event, Licensee's sole remedy will be against such third party, and Licensee hereby releases the Royals and its officers, directors, employees and agents from all liability in connection with the obligations of third parties.
16. **Music and Other Copyrighted Property.** Licensee warrants that no music, literary or artistic work, or other property protected by copyright will be performed, reproduced, used, exhibited or exploited in any way during or in connection with the Event without prior written permission of the copyright holder or of an authorized licensing agent for the copyright holder, (e.g., ASCAP, SESCA, or BMI), such permission to be obtained by Licensee at its sole cost and expense. Licensee further warrants that no trademark, service mark, or trade name will be reproduced, used, exhibited or exploited in any manner during or in connection with the Event unless Licensee has obtained written permission from the trademark holder or an authorized licensing agent for the trademark holder, such permission to be obtained by Licensee at its sole cost and expense. Licensee warrants and agrees that it will comply strictly with all laws regarding intellectual property rights, and further warrants that, in staging or promoting the Event, Licensee will not infringe upon the statutory or common law intellectual property rights of any third party.
17. **No Damage.** Licensee will not (a) cause or permit anything to be done whereby Kauffman Stadium or any fixture, exhibit or personal property located therein or thereon will be in any manner injured, marred or defaced, (b) drive, or permit to be driven, nails, hooks, tacks or screws into any part of the Kauffman Stadium or any fixture, exhibit or personal property located therein or thereon, or (c) affix or permit to be affixed by adhesives any signs, posters, notices or graphics of any kind or description without the prior written consent of the Royals.
18. **Cancellation.** For causes beyond its reasonable control, the Royals may, in its sole discretion and with or without notice, postpone or cancel the Event. Such causes may include, without limitation, the laws, regulations, acts, demands or interpositions of any government agency, acts of God, strikes, fire, flood, weather, war, terrorist attack or threat thereof, picketing, rebellion, insurrection, rescheduled baseball games or any other cause beyond its reasonable control. In the event of postponement or cancellation pursuant to this Section 18, the Royals will have no liability for loss or damage of any kind incurred or claimed by Licensee or any service provider or Event attendee. The Royals will refund 100% of all fees paid by Licensee should such cancellation by the Royals occur. In the event of a force majeure event that adversely affects Licensee, Licensee may terminate this Agreement by written notice to the Royals. If the force majeure in question also prevents the Premises from being used for the Event, Licensee will be entitled to a refund of all Deposit and Rental Fee payments previously paid. If the Premises are unaffected by the force majeure in question and Licensee exercises its right to terminate, then Licensee will forfeit all payments made to the Royals as of the date of such termination.
19. **Construction Issues.** From time to time, portions of Kauffman Stadium may be unavailable for use as a result of construction activities in the ordinary course or as part of renovations or repairs being done to Kauffman Stadium. The Royals will keep Licensee informed of the status of any such construction that would impact the Event and will use commercially reasonable efforts to minimize the impact of such construction on the Event.
20. **Compliance with Laws.** Licensee will comply with all federal, state and local laws, ordinances and regulations applicable to Licensee, this Agreement and the Event. Licensee will, at its own

cost and expense, secure and maintain all occupational and professional licenses and permits from public or private sources necessary for the fulfillment of its obligations under this Agreement. Licensee will observe all general requirements that are promulgated and enforced from time to time by the City of Kansas City, Missouri. Licensee will not exceed the occupancy restrictions applicable to the Premises.

21. **Indemnification; Waiver of Liability.**

- (a) Licensee hereby releases, indemnifies and agrees to hold harmless the Royals, the Jackson County Sports Complex Authority, and each of their agents, employees, officers, directors, officials and all of their respective heirs, successors, assigns and insurers (each an "Indemnified Person" and collectively, the "Royals Indemnified Persons") from and against all claims, demands, damages, losses, liabilities, causes of action (whether based on contract, tort, strict liability, personal injury or otherwise), judgments, assessments, penalties, costs, and expenses of every kind or nature, including reasonable attorneys' fees, expenses of litigation and court costs, without regard to amount (collectively, "Losses") to the extent such Losses, directly or indirectly, arise out of, relate to, or are in any way connected with (a) this Agreement or the Event, (b) any action or inaction of Licensee or Licensee's officers, directors, employees or agents, (c) any action or inaction of any Event attendees, caterers, service providers or similar persons or entities or (d) any third-party claims brought against any Indemnified Person or any person or entity claiming rights thereunder.
- (b) No Royals Indemnified Persons will be liable or responsible for any Losses to any person or entity or to any property of Licensee or Event attendees in, upon or about the Premises or areas or facilities at Kauffman Stadium, unless caused solely by the gross negligence or willful misconduct of any of the Royals Indemnified Persons.
- (c) In no event will the Royals or its affiliates (and the respective partners, shareholders, members, employees, officers, directors and agents of each of them) be liable for special damages, loss of profit, or other similar collateral or consequential damages, whether based on tort, breach of contract, warranty or otherwise.

22. **Default.** Licensee will be in default hereunder if Licensee (a) fails to make any payment when due under this Agreement or (b) fails to comply with any of the other terms or conditions of this Agreement. In the event of any default by Licensee hereunder, the Royals may, at its option, terminate this Agreement and cancel the Event without payment or reimbursement to Licensee. In addition, if Licensee fails to make any payment when due, then the Royals may apply the amount of the remaining Deposit to such outstanding amount. Nothing herein may be construed as an election of remedies and the Royals will be entitled to exercise all other rights and remedies available to it at law or in equity on account of such default. Upon default by Licensee, the Royals will be entitled to recover all reasonable attorneys' fees and expenses and litigation costs incurred in connection with Licensee's default.

23. **Insurance.** The Royals will require that Licensee provide proof (in a form satisfactory to the Royals) of the existence of the following insurance coverages and limits in full force and effect during the term hereof:

- (a) Commercial general liability insurance on a current standard occurrence policy form, with coverage for bodily injury (including death), property damage, personal and advertising injury (as defined in the policy), and contractual liability, in an amount no less than \$1,000,000 for each occurrence;
- (b) Workers' compensation insurance covering all of Licensee's employees to the statutory limit and employers' liability insurance in an amount not less than \$1,000,000; and

Any insurance required by the Royals will be placed with responsible Insurance companies authorized to do business in Missouri with a Best's Insurance Reports rating of "A-" or better and a financial size category of "VIII" or higher. Such insurance must name the Kansas City Royals Baseball Corporation as an additional insured. Additionally, any Event that will include food or beverage service must also name ARAMARK as an additional insured. Any liability insurance policies required by the Royals must provide that it is primary and not excess to or contributing with any insurance carried by any of the additional insureds, and must have a separation of insured provision.

Additionally, Licensee must require each of its agents, performers, contractors and vendors to maintain in full force and effect during all appropriate times during the term hereof the policies of insurance described in subsections (a) and (b) above.

The insurance policies referred to in this Section 23 must contain an endorsement that a written notice of cancellation or any material change in said policy or policies will be delivered to the Royals at least 30 days in advance of the specified date for cancellation or material change. The cost and expense of changes to such policies will be paid by Licensee. If a change occurs, Licensee must provide the Royals with a certificate of insurance as evidence that any new policies are satisfactory to the Royals at least 14 days prior to the Event.

If Licensee fails to obtain insurance as required by the Royals or fails to furnish to the Royals the certificate evidencing such insurance, the Royals will have the right to affect such insurance and all premiums paid by the Royals will be charged to Licensee as an additional expense.

If Licensee is unable to procure its own insurance under the above clause, the Royals will endeavor to make available such insurance at Licensee's cost through its Tenant User Liability Insurance Policy ("TULIP"). Licensee must request an application from the Royals which will be submitted to the insurance underwriter to determine the cost.

24. **Notices.** Any notice given hereunder will be sufficient and deemed given when in writing, and delivered personally or by overnight delivery service, freight prepaid, to the applicable address below:

If to the Royals:

Bob Rice  
 Kansas City Royals  
 One Royal Way  
 Kansas City, Missouri 64129

If to Licensee:

Attn: RAYTOWN QUALITY SCHOOLS  
RAYTOWN SOUTH HIGH  
8211 STERLING  
RAYTOWN, MO 64138

25. Miscellaneous.

- (a) If any provision of this Agreement is held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, such provision will be enforced, if possible, to the maximum extent permitted by law, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
- (b) Those provisions that by their nature are intended to survive the expiration, cancellation or termination of this Agreement (including the indemnification provision) will survive the expiration or termination of this Agreement.
- (c) Neither this Agreement nor any of Licensee's rights and obligations hereunder may be assigned or delegated by Licensee, directly or indirectly (whether by a sale of Licensee's assets or equity, merger, reorganization or otherwise) without the prior written consent of the Royals.
- (d) This Agreement is governed by and is to be construed under the laws of the State of Missouri without regard to its conflicts of laws principles. Exclusive jurisdiction and venue in any action relating to this Agreement and the subject matter hereof will be in the state or federal courts located in Jackson County, Missouri.
- (e) If any legal proceedings are commenced by the parties that arise out of or relate to this Agreement, the substantially prevailing party in such legal proceedings will be entitled to recover attorneys' fees and costs from the other party.
- (f) This Agreement constitutes the entire agreement between Licensee and the Royals and supersedes all prior agreements and understandings relating to the subject matter hereof. The Agreement may be amended or supplemented only by a writing signed by Licensee and the Royals.
- (g) The relationship of Licensee and the Royals under this Agreement is that of independent contractors and nothing herein or in any related document or representation may be construed to create or imply any relationship of employment, agency, partnership or any other relationship other than of independent contractors.
- (h) **LICENSEE ACKNOWLEDGES THAT NEITHER THE ROYALS NOR ANY OF ITS AFFILIATES OR ANY PERSON OR PERSONS ON BEHALF OF THE ROYALS HAS MADE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE EVENT OR KAUFFMAN STADIUM OTHER THAN WHAT IS SET FORTH IN THIS AGREEMENT, INCLUDING ANY IMPLIED REPRESENTATION OR WARRANTY OF CONDITION, VALUE, MERCHANTABILITY, COMPLIANCE WITH APPLICABLE LAWS OR FITNESS FOR A PARTICULAR PURPOSE.**
- (i) Nothing contained in this Agreement is intended to, or be deemed to, confer a third party beneficiary right upon any person or entity whatsoever.

The parties have duly executed and delivered this Agreement as of the date first written above.

RAYTOWN QUALITY SCHOOLS

By: Kim Bielawski  
Name: KIM BIELAWSKI  
Title: ASSISTANT  
SUPERINTENDENT  
INSTRUCTIONAL  
LEADERSHIP

**KANSAS CITY ROYALS  
BASEBALL CORPORATION**

By: Melissa Blanchett  
Name: MELISSA BLANCHETT  
Title: DIRECTOR OF EVENT SALES