



19677 E Jackson Dr, Independence, MO 64057
 Phone: (816) 350-3000

Catering Contract

Date: Wednesday, March 15, 2023
Account: Raytown High School
Name of Group: Raytown High School Senior Breakfast 2023
Email: wendy.digirolamo@raytownschools.org
Contact Person: Wendy Digirolamo
Function Date: 5/19/23

This contract constitutes a tentative booking agreement between **The Hilton Garden Inn Independence, MO** (herein and after the "Hotel") and **Raytown High School** (herein and after the "Client") until signed by both parties and received with deposit, whereupon it is a definite booking agreement. Arrangements of the described facilities and services are reserved on a first option basis until **Wednesday, March 29, 2023**. Without your signed confirmation of this contract and an acceptable method of payment, availability cannot be guaranteed after **Wednesday, March 29, 2023**.

CONCESSIONS

- Service fee reduced to 20%
- Triple Hilton Honors points for planner
- Custom breakfast buffet for \$15++ per person

GROUP FUNCTION ARRANGEMENTS

Date	Time	Event Class	Room	Setup	AGR	Rental
Fri, 05/19/23	8:00 AM - 10:00 AM	Breakfast Buffet	Harry S. Truman Grand Ballroom	Round Tables of 10	330	\$300++

FOOD AND BEVERAGE: The customary Meeting Room Rental is based on the Group spending a minimum expenditure of **\$4,500.00 ++** on food and beverage. This is considered your "Food and Beverage Minimum". Should the food and beverage minimum not be reached the difference will be applied as room rental. This minimum does not include revenue sourced from service charges, tax, meeting room rental, labor charges, cash bar, audio/visual, or any other miscellaneous charges incurred. Should your final count fall below the approximate number of guests listed above, we will be happy to advise you on additional alternatives in food and beverage which will bring you back up to the agreed upon minimum revenue figures for your function.

BANQUET EVENT ORDERS (BEOs): Upon review of your Event requirements, Banquet Event Orders (BEO's) will be sent to you to confirm all final arrangements and prices. These BEO's will serve as a part of this Agreement. If you do not advise us of any changes on the Event Orders by the date requested by Hotel, you agree that the BEO's will be considered accepted by you as correct and you will be billed accordingly.

Menu due date	Due 21 days prior to event start date
Guaranteed guest count due date	Due 5 days prior to event start date

Menu choices received within the 0–20 day window will default to chef's choice. Hotel reserves the right to deny any late additions food, beverage, or A/V related. If late additions are possible, they may be subject to a 35% price increase on those items.

You agree to begin your functions promptly at the scheduled start times and agree to have your guests, invitees and other persons vacate the designated function spaces at the end times indicated on the final BEO. Service fees of \$250 per hour will be incurred due to failure to comply with these requirements. Should extensive meeting room set-ups or elaborate staging be required the day of event, there will be a set-up charge of \$500 incurred to the master bill.

If equipment is necessary that exceeds Hotel's inventory, then you agree to pay for the cost of renting this additional equipment.

Due to state law, you may not bring alcoholic beverages into the Hotel for your Event. You must obtain our prior approval before you bring any food or non-alcoholic beverages from outside sources into our Hotel. If approval is granted by Hotel, you must sign a hold harmless agreement.

PAYMENT SCHEDULE:

Group shall provide a non-refundable (except as specifically provided herein) deposit as set forth in the table below. Hotel will provide a Credit Card Authorization form for scheduled payments made by credit card or ACH.

- \$4000 due by 5/4/2024
- Authorization to verify funds on estimated charges done 3 days prior to event
- Final charges posted to master account within 5 days post event.

Catering Service Charge and Sales Tax: 20% of the rental, food and/or beverage total, audio-visual equipment, and set-up, plus any applicable state taxes, currently 9.35%, will be added to your account as a service charge. This service charge is not a gratuity and is the property of the Hotel to cover discretionary costs of the Event. Service charge, tax percentage, and meal prices are subject to change. The service charge and taxes are denoted by "++".

Display Banners:

No displays or banners may be hung without written permission from hotel. The hotel staff will not be liable for damages.

Parking: Complimentary

Cancellation Policy: The Hotel must receive written notice of intent to cancel your event. Your advance deposit will not be refunded if the Event is cancelled with the Hotel. In addition, a cancellation fee will be charged to you and payable upon invoicing, if you cancel all or part of your Event after acceptance of this booking by the Hotel. The fee will be based on banquet pricing in effect at the time notification of cancellation is received by the Hotel. These amounts are due as liquidated damages and not as a penalty.

Date of Hotel's Receipt of Cancellation Notice*	Percentage of Total Minimum Anticipated Revenue Owed
Cancellation within 30 days of event start date	100%
Cancellation within 89 - 31 days of event start date	50%
Cancellation within 180 - 90 days of event start date	25%
Cancellation from date signed, to within 180 days of event start date	15%

Building & Fire Code Requirements: All displays, exhibits and decorations must conform to the local Building Code and Fire Ordinances and should be free standing without attachment to walls, ceilings or floors.

Damages to Hotel and Indemnity: The Patron shall be responsible for any damages (including property Damages and/or personal injuries) suffered or incurred by the Hotel or any employee or staff member of the Hotel caused by the Patron or any guest of or outside contractor hired by the Patron. The Patron agrees to indemnify and hold harmless the Hotel, the manager of the Hotel, all entities affiliated therewith and their officers, directors and employees (the "Indemnities") from all actions, costs, claims, losses, expenses and/or damages, including reasonable attorney's fees, arising out of or resulting from the Patron's use of the service and facilities of the Hotel unless the same are due to the gross negligence or willful misconduct of the Indemnities or any one or more of them.

Delivery & Pick-up: All displays, exhibits, decorations, equipment and musicians must enter and exit the Hotel through the receiving entrance and/or security office. Delivery and pick-up times must be coordinated with the Hotel in advance.

No Other Food and Beverage: No food or beverages of any kind can be brought into the Hotel by the Patron without the written permission of the Hotel and are subject to a \$500 fee per incident charged to the master bill.

Force Majeure/Acts of God: The performance of this agreement by either party is subject to Acts of God, war, government regulations, government authority, disaster, strikes, civil disorders, acts of terrorism or other emergencies in the United States, any of which make it illegal, impossible or unsafe to provide the facilities and/or services for your event, or any of which put you in a position where cancellation of the event is in the best interest of your attendees due to travel safety concerns. It is provided that this Agreement may be terminated for any one or more of such reasons by written notice from one party or the other without liability.

Indemnification: To the fullest extent permitted by law, you agree to protect, indemnify, defend and hold harmless the Hotel, Hilton Worldwide Inc. and the Hotel's Owner, and their respective owners, managers, partners, subsidiaries, affiliates, officers, directors, employees and agents (collectively, the "Hotel Indemnified Parties"), from and against any and all claims, losses or damages to persons or property, governmental charges or fines, penalties, and costs (including reasonable attorney's fees) (collectively, "Claim(s)"), in any way arising out of or relating to the Event that is the subject of this Agreement, and regardless of negligence, including, but not limited to, Claims arising out of the negligence, gross negligence or intentional misconduct of Group's employees, agents, contractors, and attendees; provided, however, that nothing in this indemnification shall require you to indemnify the Hotel Indemnified Parties for that portion of any Claim arising out of the sole negligence, gross negligence or intentional misconduct of the Hotel Indemnified Parties. In the event that either party should find it necessary to retain an attorney for the enforcement of any of the provisions hereunder occasioned by the fault of the other party, the party not in default as determined by the Court shall be entitled to recover reasonable attorney fees and court costs incurred whether said attorney fees are incurred for the purpose of negotiation, trial, appellate or other legal services.

Overtime Charges: You agree to begin your functions promptly at the scheduled start times and agree to have your guests, invitees and other persons vacate the designated function spaces at the end times indicated on the final BEO. Service fees of \$250 per hour will be incurred due to failure to comply with these requirements. Should extensive meeting room set-ups or elaborate staging be required the day of event, there will be a set-up charge of \$500 incurred to the master bill.

Right to Inspect and Not Liable for Personal Property: The Hotel reserves the right to inspect and control all private functions. The Hotel does not assume liability for any personal property and equipment of Patron or Patron's guests or invitees brought to the Hotel and any personal property brought onto the Premises shall be at the sole risk of the Patron.

Authority to Sign: If this Agreement is signed in the name of a corporation, partnership, association, club or society, the person signing represents and warrants to the Hotel that he/she has full authority to sign such contract and that in the event he/she is not so authorized, he/she will be personally liable for the faithful performance of this contract.

Acceptance by Hotel: Signature by the Hotel shall be regarded as acceptance by the Hotel of the above reservation for the Patron's function.

Captions: Titles or captions of paragraphs are for convenience of reference only and shall not be construed as part of this Application or as defining or limiting in any way the scope or intent of the provisions hereof.

Miscellaneous: All tables, chairs, linens, China, glassware, silver, set-up, and clean-up are included in the menu pricing as noted on the Banquet Event Order.

Execution and Return of Catering Contract: Please sign this contract and return one copy along with a completed credit card authorization form to secure your date and space by **Wednesday, October 5, 2022**. If the application is not returned to the Hotel, the Hotel shall have the right to release this space for another function. Should more time be needed to sign, please contact your catering sales manager to secure other arrangements.



CLIENT SIGNATURE


_____ *DR. CHRIS GREINER*

3/21/2023

Date

HOTEL SALES SIGNATURE

Date