



CATERING AGREEMENT

Hilton Garden Inn Independence
 19677 East Jackson Drive
 Independence, MO 64057

Especially Prepared for:Raytown High School		Event & Hotel Information:	
Group Contact:	Wendy Digironmo	Name of "Event":	Raytown High Senior Breakfast 2022
Title:	Receptionist	Date(s) of Event:	5-20-2022
Company Name:	Raytown High School	Post to Reader Board As:	Raytown High School Senior Breakfast
Address:	6019 Blue Ridge Blvd	Hotel Contact:	Jody Mallinson
City, State, Zip:	Raytown , Missouri 64133	Title:	Director of Sales
Phone:	816-268-7314	Phone:	816-350-3000 Ext 5015
Email:	Wendy.digirolamo@raytownschools.org	Email:	jody.mallinson@ohospitalitymanagement.com

FUNCTION INFORMATION AGENDA/EVENT AGENDA

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
5-20-2022	7:45am	11am	Senior Breakfast	Grand Ballroom	See diagram	330	Set up fee \$200.00

Breakfast Buffet \$12.00 per person includes eggs, Bacon , Biscuits Gravy, Fruits, Yogurts, Pastries, Turkey Sausage, Pancakes Breakfast potatoes , Muffins, Danishes, Toast , Fresh Juices, Milks, Coffee

Food & Beverage Minimum amount	0.00
Room Rental amount	\$200.00 set up fee only

MINIMUM BANQUET FOOD AND BEVERAGE REVENUE REQUIREMENT The client agrees to a minimum banquet food and beverage revenue of exclusive of tax and service charge (the "Minimum Banquet Food and Beverage Revenue"). If the actual banquet food and beverage revenue is less than the Minimum Banquet Food and Beverage Revenue, the difference will be posted to the Master Account.

Room Rental: Function rooms are assigned according to the anticipated number of attendees. If there are fluctuations in this number, the hotel reserves the right to reassign the banquet or function room accordingly. The hotel reserves the right to charge a service fee

for set-up on meeting rooms with extraordinary requirements or if sleeping room pick-up is lower than anticipated. Notice will be given to the client if a charge is applicable.

Meeting Room Terms

ANY QUESTIONS REGARDING THE GROUP WILL BE DIRECTED TO THE GROUP CONTACT ABOVE

AVAILABILITY: Terms and conditions of the contracts are based on current demand and occupancy. If demand and occupancy changes within the time this contract is sent and received, conditions and terms, including rates quoted and inventory offered are subject to change at the hotel's discretion.

Cancellations: In the event that the Group terminates this Agreement other than for Cause as defined in the following Article, the Group shall pay, in lieu of any other amounts due hereunder or otherwise in respect of this Agreement, but subject to reduction as provided below, liquidated damages determined as follows:

Vendors: Subject to Hotel's right of approval (which approval will not unreasonably be withheld) and compliance by any outside contractor with all requirements set forth herein, Group reserves the right to utilize the vendor of its choice for services or rentals in the areas of (but not limited to) audio-visual, exhibit decorating, security, floral, transportation, tours, business center, computer rental, additional tables, additional chairs, pipe and drape, poster boards, etc., with no surcharge from Hotel or from its in-house supplier. Group's contracts with its contractors will all specify that contractor and the group will indemnify and hold Hotel harmless from any and all damages or liabilities which may arise by such Contractors or through their use, and group shall ensure that any subcontractor it retains to perform work at the property shall maintain the same insurance required of the group, as specified below.

Audio-visual: Group reserves the right to bring their own audio-visual equipment with no surcharge from Hotel or from its in-house supplier. Group's contracts with its contractors will all specify that contractor and the group will indemnify and hold Hotel harmless from any and all damages or liabilities which may arise by such Contractors or through their use, and group shall ensure that any subcontractor it retains to perform work at the property shall maintain the same insurance required of the group, as specified below.

A minimum \$500 cleaning fee will be assessed for any extensive cleaning

Head Count Timeline

At Time of booking	Anticipated Head Count
30 days prior	Updated Headcount
14 days prior	Updated Headcount
5 days prior	Final guarantee

The Group agrees to provide a minimum listed above in food and beverage or room rental exclusive of service charges and applicable taxes. Should the Group's food and beverage revenue fall below this amount, the Group shall be liable for the difference between the minimum food and beverage revenue and the actualized food and beverage revenue. Group must provide Hotel with 1 month in advance notice of the date(s), time(s) and number of covers with respect to the function(s) it has scheduled, as set forth on the meeting and function space attachment, in providing the above-referenced minimum food and beverage revenue and will provide **final guarantees of this information no later than 5 business days** prior to the scheduled time for each such function. Any amount due for F&B attrition will be placed on the Group's Master Account.

Alcoholic Beverages It is our policy that all liquor, beer, and wine be supplied by the hotel.

Food Service this hotel is responsible for the quality and freshness of food served to all guests. Due to current health regulations, food may not be taken off the premises after it has been prepared and served. No food and/or beverages of any kind is allowed to be brought into the hotel by any guest or function attendee. All food, liquor, wines, and beer must be supplied by the hotel.

GENERAL HOTEL TERMS

DISCLOSURE: Group will be responsible for determining to whom it needs to disclose any terms of this Agreement, including any commission or rebate that it may receive. Group will disclose to all Group attendees the type and amount of all automatic and mandatory charges that will be charged to them by Hotel.

LAWS AND POLICIES: Each party will comply with all applicable federal, state and local laws (including the Americans with Disabilities Act) and Hotel rules and policies. Group will be responsible for providing its disabled members with auxiliary aids in connection with any Group events or activities. Upon Group's reasonable request, Hotel will cooperate with Group to provide services on behalf of Group's disabled attendees.

RENOVATION CLAUSE: The hotel is not financially responsible for group, if renovations delay opening past the group arrivals date or changes current availability and is not able to accommodate the group

CONFIDENTIAL INFORMATION: Group and Hotel will each take reasonable steps to keep all confidential information provided by the other party confidential and to identify information as confidential when shared. Confidential information will not include: (1) information that is publicly available; (2) PII, which will be handled by the parties in accordance with the "Privacy" provision above; or (3) information that is left or discarded in event rooms, public space or guest rooms.

INSURANCE: Each party will maintain insurance sufficient to cover any claims or liabilities which may reasonably arise out of or relate to its obligations under this Agreement and will provide evidence of such insurance upon request.

INDEMNIFICATION: Each party will indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims resulting from its breach of this Agreement or the negligence, gross negligence or intentional misconduct of such party or its officers, directors, employees, agents, contractors, members or participants when acting within the scope of their employment or agency. Neither party will be liable for punitive damages.

DISPUTE RESOLUTION: The parties will resolve any claim or dispute arising out of or relating to this Agreement through binding arbitration before one arbitrator conducted under the rules of the American Arbitration Association or JAMS in the state and city in which Hotel is located. The law of the state in which Hotel is located will be the governing law. The arbitration award will be enforceable in any state or federal court. In any arbitration or litigation arising out of or relating to this Agreement or the enforcement of any arbitration award, the prevailing party will recover attorneys' fees and costs including expert witness and arbitration fees and pre- and post-judgment interest. Each party will be responsible for attorneys' fees and interest associated with the other party's efforts to collect monies owed under this Agreement.

FORCE MAJEURE: If acts of God or government authorities, natural disasters, or other emergencies beyond a party's reasonable control make it illegal or impossible for such party to perform its obligations under this Agreement, such party may terminate this Agreement upon written notice to the other party without liability.

NOTICE: Any notice required or permitted by the terms of this Agreement must be in writing.

ASSIGNMENT: Group may not assign or delegate its rights or duties under this Agreement without Hotel's prior approval.

SEVERABILITY: If any provision of this Agreement is held to be invalid or unenforceable that provision will be eliminated or limited to the minimum extent possible, and the remainder of the Agreement will have full force and effect.

WAIVER: If either party agrees to waive its right to enforce any term of this Agreement, it does not waive its right to enforce any other terms of this Agreement

ACCEPTED AND AGREED TO: This Agreement constitutes the entire agreement between the parties, supersedes all other written and oral agreements between the parties concerning its subject matter, and may not be amended except by a writing signed by Hotel and Group.

***Credit Card Authorization & Contract must be both returned to the sales contact prior to turning definite. The hotel does not hold meeting space prior to getting information back.**

Client's Signature

Name: (Print) Chad Bruton

Title: (Print) Principal

Signature: 

Date: 3-17-22

DR. ANDREA MIXON

ASSISTANT SUPERINTENDENT



4/7/22

Hotels Signature

Name: (Print) Jody Mallinson

Title: (Print) Director of Sales

Signature: Jody Mallinson

Date: 3-17-2022