



Raytown High School Prom

The Gallery Event Space

Event Coordinator:
McCall Bodenhamer
mccall@thegalleryeventspace.com
(816) 885-8685

EVENT DETAILS

GENERAL NOTES

Date of Event: April 23, 2022
Day of Week: Saturday
Time of Event: 8:00 PM - 11:00 PM CDT
Estimated Guests: 400
Guaranteed Guests:
Location: The Gallery Event Space
Room/Space: The Gallery
Minimum Spend: \$ 0.00

Tax Exempt number: 12495239

CUSTOMER DETAILS

Booking Contact: Jordan Jamerson
Company Name:
Title:
Email: jordan.jamerson@raytownschools.org
Phone: (816) 977-3630

Approved: August 30, 2021, 2:04 pm CST





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FINANCIALS

Space Rental Fees- The Gallery		\$ 6,000.00
Beverage Station		\$ 2,000.00
Desserts		\$ 760.00
Appetizers		\$ 1,240.00
Total Charges		\$ 10,000.00
Event Mgmt Charge	21%	\$ 2,100.00
Convention & Tourism Tax	2%	\$ 200.00
Subtotal		\$ 12,300.00
Estimated Total		\$ 12,300.00
Amount Paid		\$ 0.00
Amount Due		\$ 12,300.00

SUMMARY

	PRICE	QTY	SUBTOTAL
Space Rental Fees- The Gallery			\$ 6,000.00
- SPACE RENTAL FEE: 36 66 Inch Banquet Round tables, 400 House Chairs, 12 Cocktail Tables, Black or White Linens, 3 Portable Bars, China, Silverware, and Glassware, Skirted Stage, Podium, Mic Stand, 2 Projectors, Projection Screen and Wall, 4 Wireless Mics or 4 Lapel Mics, House Sound System, White Lounge Furniture	\$ 6,000.00	1	\$ 6,000.00
Beverage Station			\$ 2,000.00
- water, lemonade & soda self-serve beverage station	\$ 5.00	400	\$ 2,000.00
Desserts			\$ 760.00
- ASSORTED CAKE SHOOTERS	\$ 24.00	10	\$ 240.00
- ASSORTED COOKIES	\$ 22.00	10	\$ 220.00
- ASSORTED BROWNIES	\$ 30.00	10	\$ 300.00
Appetizers			\$ 1,240.00
- SMOKED TURKEY PINWHEELS: Served with Scallion Cream Cheese	\$ 30.00	20	\$ 600.00
- NEW POTATOES: Twice Baked	\$ 32.00	20	\$ 640.00





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Contract

Client Name:	Jordan Jamerson	Minimum Spend:	\$ 0.00	The Gallery Event Space
		Total Charges:	\$ 10,000.00	61 E. 14th Street
Company Name:		Estimated Total:	\$ 12,300.00	Kansas City, MO 64105
Date of Event:	April 23, 2022	Total Paid:	\$ 0.00	(816) 842-1045 [main]
Day of Week:	Saturday			
Time of Event:	8:00 PM - 11:00 PM CDT			
Number of Guests:	400 Estimated Guests			
Room/Space:	The Gallery			

EVENT AND FACILITY LICENSE AGREEMENT

THIS EVENT AND FACILITY LICENSE AGREEMENT (this "Agreement") is entered into by and between KCL CATERING, LLC, a Missouri limited liability company having an address of 601 East Pratt Street, 6th Floor, Baltimore, MD 21202 ("Venue"), and the Account and Contact listed on the Event Summary ("Client"). Venue and Client are referred to individually as a "Party" and collectively as "Parties".

1. LICENSE OF FACILITY.

(a) Venue hereby grants Client a license to use the facility or facilities detailed in the Event Summary (the "Facility") for the presentation of the event detailed in the Event Summary (the "Event") on the date and times listed in the Event Summary (the "Event Date"). In connection with the Event, Venue shall provide the services detailed in the Event Summary.

(b) The allocated time for the Event (excluding set-up and take-down time) shall be no more than the predetermined hours listed on the Event Summary. The Facility shall be made available to Client at the time listed on the Event Summary for preparatory and set-up work by Client. Promptly upon conclusion of the Event, Client shall remove all of Client's equipment and Event-related property, and except as set out in this Agreement, Client shall restore the Facility to the condition that existed prior to the Event by the time specified in the Event Summary or, if no time is specified in the Event Summary, two (2) hours following the Event.

(c) Client acknowledges that, contemporaneously with Client's Event, other events may be scheduled for other spaces at Venue's premises. Venue warrants that it will use commercially reasonable efforts to ensure any contemporaneously scheduled event does not unduly interfere with Event.

(d) Venue reserves the right to approve the performance, exhibition, or entertainment to be offered at the Event under this Agreement.

2. PAYMENT TERMS.

(a) Payment: Client agrees to pay Venue the charges and fees listed on the Event Summary. Client must execute this Agreement on Venue's event management website and submit a non-refundable deposit equal to 50% of the total cost of services and equipment to reserve the Event Date. The outstanding balance (or remaining 50%) is due no later than seven (7) business days before the Event Date. The total cost of the Event (including applicable taxes, fees, and charges) is contained in the Event Summary. Client may pay





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any amounts due for the Event through a recognized major credit and/or debit card. If so, Client shall complete a Credit Card Authorization Form, which may be found on Client's event management website. If Client fails to pay any amount owed, Venue may charge the credit card on file.

(b)Damage Deposit: Client agrees that it is responsible for any damage, reasonable wear and tear excepted, to the Facility caused by its Event. Venue, within seven (7) days of conclusion of the Event, shall provide Client a listing of damages to the Facility caused by Client's Event and an itemized list of costs of repair. Within seven (7) days of receipt of such listing, Client shall pay Venue the costs reflected on the listing of damages. Client shall have an opportunity to inspect the Facility and note any damages prior to the Event.

(c)Guarantees: Final guaranteed attendance and menu for food and beverage selections should be received no later than seven (7) business days prior to the Event Date and will not be subject to reduction beyond that point. If the guaranteed attendance is not received, the original estimated attendance will be used as the guaranteed attendance. The guaranteed attendance cannot be lowered more than 15% from the attendance listed on the Event Summary at the time Client executes this Agreement. In the event of a substantial increase in the number of attendees, additional charges may apply.

(d)Cancellation: The initial 50% deposit is nonrefundable. If Client cancels less than seven (7) business days before the Event Date, Venue will retain the full contractual amount; however, if Venue is able to schedule and conduct a replacement event at the same or more cost than the contractual amount of Client's Event then Client will be entitled to a refund minus the Event Management fees charged and any amounts expended by Venue for specialty items and deposits on Event-specific equipment.

(e)Non-Payment: Client agrees to reimburse Venue its costs and/or fees incurred by Venue in the collection of any outstanding amount owed under this provision, including reasonable attorney's fees.

3.FOOD AND BEVERAGES.

(a)Due to state law, Client shall not have the right to bring, provide, or sell food, beverages (including alcoholic beverages), or merchandise at the Event without the prior written approval of Venue. Venue must receive such requests at least thirty (30) days in advance on the Event Date.

(b)There may be increases in food and beverage prices due to unforeseen changes in market conditions at the time of your Event. Venue will communicate these increases to Client as soon as possible. If Venue notifies Client of a price increase, Client shall have the option of either paying the increased prices or allowing Venue to make reasonable substitutions in menu selections to offset the increased prices.

(c)If alcoholic beverages are to be sold or served at the Facility during the Event (or elsewhere under the Venue's alcoholic beverage license), such beverages shall be dispensed only by Venue's designated personnel. Venue shall request proper identification (photo ID) of any person of questionable age and refuse alcoholic beverage service if the person is either under the legal age or cannot produce proper identification. Further, Venue shall refuse alcoholic beverage service to any person who, in the Venue's judgment, appears intoxicated.

4.ADVERTISING, PROMOTION, AND PUBLICITY.

Other than materials prepared for Client's internal promotion of the Event, Client agrees that any visual material, whether created for television, newspaper, outdoor advertising, handbills, or otherwise, prepared by or for Client using the Venue's name or logo shall be submitted for approval in advance of production or execution. Client shall allow adequate time (not less than five (5) business days) for Venue to approve, comment upon, or express its disapproval. No signage or other advertisement of the Event may be displayed or placed on or about the Facility by Client without the prior written approval of Venue.

5.FAILURE TO VACATE AND REMOVE EQUIPMENT.

If the performance of the Event continues beyond the allocated time set forth in the Event Summary, Client shall reimburse Venue for all incremental direct labor costs incurred by Venue due to continuation of the Event. Further, without limiting any other remedies available to Venue, if Client fails to quit and surrender the Facility by the time specified in Section 1(b) of this Agreement, all





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Event related property shall be deemed abandoned by Client, and Venue shall have the right to remove from the Facility all Event-related property and dispose of such property in its sole discretion. Client shall reimburse Venue for all incremental direct labor costs and other costs incurred by Venue related to its removal and disposal of Event-related property. Nothing in this Section shall in any way be construed to limit Venue's right to recover all actual damages incurred in the event Client fails to timely quit and surrender the Facility.

6.COMPLIANCE WITH LAWS.

(a)Both parties shall comply with all applicable laws, orders, regulations and requirements of federal and state authorities as well as those of the City and County, and with any lawful direction or order of public officers that impose any duty upon Venue or Client with respect to the Event and use of the Facility.

(b)Both parties shall comply with all applicable rules, orders, regulations, or requirements of the applicable fire and police departments or any other similar body and shall not do or permit anything to be done in or about the Facility or adjoining venues, if applicable, or bring or keep anything therein except as permitted by the County, the City, or any other authority having jurisdiction over the Facility or adjoining venues, Venue, or Client. No pyrotechnics, gasoline, acetylene or other fuel or other combustible will be permitted in the Facility without the prior written approval of Venue.

7.ALTERATIONS AND DECORATIONS.

Client shall not mark, paint, drill into or in any way mar or deface any part of the Facility or adjoining venues. Client shall not display or erect any lettering, signs, pictures, notices or advertisements upon any part of the outside or inside of the Facility or adjoining venues or make any alterations or improvements in or to the Facility without the prior written consent of Venue, which consent may be withheld in Venue's sole and absolute discretion. Any decorations relating to the Event created or furnished by Client or at Client's direction shall be subject to Venue's prior written approval in its sole and absolute judgment and, if necessary, the prior approval of the County/City's Fire Department and other local authorities. Any item not so approved shall not be permitted in the Facility and if it is already in the Facility, Client shall remove it immediately at Client's expense. If Client fails to immediately remove any unapproved item from the Facility, Venue may cause such item's removal at Client's expense. All decorations and other combustible materials must be fireproofed. Client shall deliver to Venue, if Venue so requests, a flameproofing certificate in the form specified or required by and satisfactory to any applicable local government body. All requests for approvals required under this Section shall be submitted to Venue at least five (5) business days prior to the Event.

8.ENTRANCES AND EXITS.

Venue has the sole and absolute right to determine if, when and to what extent the entrances and exits of the Facility may be locked, secured, or barricaded during the Event, subject to all applicable laws, rules, and regulations, and any lawful direction of public officers. Articles, fittings, fixtures, materials, and equipment required for the Event shall be brought into or removed from the Facility by Client only at entrances and exits designated by Venue. In no event shall access to any restaurant, retail space or other facility adjoining the Facility be blocked, impeded, or otherwise limited by reason of the Event. All sidewalks and all ways of access to public areas shall be kept open and unobstructed (subject to the rights of Venue herein to barricade the entrances or exits as it so deems).

9.EJECTION.

Venue, or any servant, employee, contractor, or agent of Venue shall have the right, within its sole and absolute discretion, to refuse admission to any person or to cause any person to be removed from the Facility. Any artisans or workmen employed by Client shall be under the general supervision and control of Venue (but not as an agent, servant, or employee of Venue) while in or about the Facility and may be refused entrance by Facility for non-compliance with this provision of the Agreement or for objectionable or improper conduct in Venue's sole and absolute discretion. Venue shall not incur any liability for such refusal or ejection under this Section.

10.VENUE'S USE OF FACILITIES.





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Venue, its affiliates and their respective officers, directors, servants, employees, agents, concessionaires and such concessionaires' servants, employees and agents shall at all times have free and open access to the Facility.

11. DEFAULT.

In the event that either Party defaults in the performance or observance of any of its material obligations contained herein, the non-defaulting Party may terminate this Agreement upon written notice to the other Party, if the defaulting Party does not remedy the default within ten (10) days after receiving notice of the default from the non-defaulting Party. If Client is the breaching Party, Client shall immediately quit and surrender its rights to the Facility to Venue, but Client shall remain liable for all of its covenants and agreements set forth herein. If Venue is the defaulting Party, Client shall only be entitled to recover an amount equal to the sums of all monies actually paid under this Agreement. Client's failure to make payment in accordance with the Agreement will constitute a material breach of this Agreement.

12. INSURANCE AND INDEMNITY.

(a) Each Party shall maintain during the term of this Agreement: (i) a commercial general liability policy (or its equivalent) with single limits of not less than \$1,000,000.00 from a good and reputable insurer licensed to do business in the state where the Event takes place; and (ii) to the extent required by applicable law, a workers compensation policy in an amount and form as required by applicable law.

(b) Each Party shall provide to the other Party Proof of Insurance upon request. If requested by Venue, Client must name Venue as an additional insured under Client's commercial general liability policy. Client's insurance will be considered primary of any similar insurance carried by Venue.

(c) TO THE EXTENT PERMITTED BY LAW, CLIENT AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS VENUE, ITS LANDLORD, THEIR PARENTS, SUBSIDIARIES, AND OTHER AFFILIATES, AND EACH OF THEIR MEMBERS, OWNERS, OWNERS, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL CLAIMS, LOSSES, OR DAMAGES TO PERSONS OR PROPERTY, GOVERNMENTAL CHARGES OR FINES, AND COSTS (INCLUDING REASONABLE ATTORNEYS' FEES), ARISING OUT OF OR IN CONNECTION WITH THE EVENT, EXCEPT THOSE CLAIMS ARISING OUT OF THE SOLE ACTIVE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE VENUE.

13. LIMITATION OF LIABILITY.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. FURTHER, VENUE'S AGGREGATE LIABILITY TO CLIENT UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY CLIENT TO VENUE.

14. DISPUTE RESOLUTION.

If there is any dispute or controversy between the parties arising out of or relating to this Agreement, including the determination of the scope or applicability of this agreement to arbitrate, the parties agree that such dispute or controversy will be arbitrated before a sole arbitrator proceeding under the Streamlined Arbitration Rules & Procedures of JAMS Inc. (or any successor to JAMS Inc.), and such arbitration will be the exclusive dispute resolution method under this Agreement, except that either party may choose to pursue claims in court if the claims relate solely to the collection of any debts owed by Client to Venue. The decision and award determined by such arbitration will be final and binding upon both parties. Except as otherwise provided in this Agreement, all administrative fees and expenses of any arbitration will be divided equally between the parties, unless otherwise prohibited by law, and each party will bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence at the arbitration. VENUE AND CLIENT EACH WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE WHICH MAY ARISE UNDER THIS AGREEMENT AND ANY RIGHT TO PURSUE ANY CLAIMS ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY.

15. FORCE MAJEURE.

No Party shall be liable in damages and either Party shall have the right to terminate this Agreement for any delay or default in





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performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to, acts of God (such as hurricanes, earthquakes, flooding), fire, wars, terrorist acts and/or any other cause beyond the reasonable control of the Party whose performance is affected. Should Clients' Event be cancelled, postponed, or otherwise adversely impacted as a result of a force majeure event, whether Client is entitled to a refund and if so how much shall be determined in accordance with this Agreement and only after a good faith effort on the Parties' in rescheduling or otherwise accommodating to allow the Event to occur (e.g., substitution of similar facility). A Party seeking relief under this Paragraph shall provide written notice (specifying the basis for its sought relief) to the other Party as soon as possible but no later than five (5) days of such occurrence.

16.COVID-19

(a)An inherent risk of exposure to the virus that causes COVID-19 exists in any public space where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. According to the Centers for Disease Control and Prevention, senior citizens and those with underlying medical conditions are especially vulnerable. Please visit the CDC website (www.cdc.gov) for the latest guidelines and information. By signing this Agreement and conducting the Event, Client voluntarily assumes all risks related to exposure to the virus that causes COVID-19 by Client and any of Client's guests at the Event.

(b) Notwithstanding anything in this Agreement to the contrary, if Client or Venue is required to postpone the Event as a result of any order by any applicable federal, state, or local government entity, Client and Venue shall negotiate in good faith to reschedule the Event or to otherwise find accommodations to allow the Event to occur. If the parties are unable to reschedule or otherwise accommodate the Event, Client shall not be responsible for paying any remaining balance due under Section 2 of this Agreement and shall be permitted to apply any deposits previously paid toward any future event at the Facility within one year of date of the Event or within any other time period mutually agreed upon in writing by the parties.

(c)CLIENT AGREES TO RELEASE, FOREVER DISCHARGE, INDEMNIFY, DEFEND, AND HOLD HARMLESS VENUE, ITS LANDLORD, THEIR PARENTS, SUBSIDIARIES, AND OTHER AFFILIATES, AND EACH OF THEIR MEMBERS, OWNERS, OWNERS, OFFICERS, EMPLOYEES, AND AGENTS ("RELEASEES") FROM AND AGAINST ALL CLAIMS THAT CLIENT OR ANY OF ITS GUESTS AT THE EVENT MAY HAVE THAT RELATE IN ANY WAY TO EXPOSURE TO THE VIRUS THAT CAUSES COVID-19, INCLUDING ANY CLAIMS BASED ON ANY NEGLIGENCE OR FAULT OF ANY RELEASEE.

17.MISCELLANEOUS:

(a)Governing Law.

(b) This Agreement shall be governed by and construed in accordance with the laws of the state where the Event takes place. Client hereby consents to the personal jurisdiction and venue of any state or federal court located in the state where the Event takes place and the service of process by any means authorized by any such state or federal court.

(c)Assignment.

(d) Venue may, at its sole discretion, assign the benefits and/or delegate its duties of this Agreement. However, any such assignment shall not affect the location of the Event unless Client agrees to such change in location.

(e)Counterparts.

(f) This Agreement may be executed in counterparts, each of which together shall constitute one and the same agreement. Client acknowledges and agrees that affixing an electronic signature has the same binding legal effect as if this Agreement was physically signed. By affixing an electronic signature Client hereby waives any right or opportunity to later contest the validity of the e-signature under any applicable federal or state law, including E-SIGN and UETA.

(g)Severability.

(h) If a court of competent jurisdiction determines that any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

(i)Notices. All notices and other communications required hereunder shall be in writing and shall be deemed given if delivered





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personally, mailed by registered or certified mail, return receipt requested: (i) if to Venue at 601 E. Pratt St., 5th Floor, Attn: General Counsel, with an electronic copy to Venue's Event contact; and (ii) if to Client, to the Account and Contact listed on the Event Summary.

(j) Approval.

(k) Whenever any provision of this Agreement requires the approval of Venue, such approval may be given or withheld in Venue's reasonable discretion unless otherwise stated.

(l) Relationship of the Parties.

(m) Nothing contained herein shall be deemed or construed to create a partnership or joint venture of or between the parties, or to create any other relationship between the parties hereto other than that which is specifically provided for in this Agreement.

(n) Entire Agreement.

(o) This Agreement and the Event Summary (which is incorporated into and made part of this Agreement) represent the entire understanding between the parties with respect to the subject matter contained herein and supersedes all other negotiations, agreements, representations, and covenants, oral or written, and any other agreement(s) executed by Venue and Client in connection herewith. This Agreement may not be modified except by a written instrument signed by both parties.

(p) Waiver.

(q) A Party's failure to seek redress for violation of, or to insist upon strict performance of, any covenant or condition of this Agreement shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of an original violation. No provision of this Agreement shall be deemed to have been waived by either Party unless specific waiver thereof shall be in writing.

IN WITNESS WHEREFORE, Client and Venue executed this Agreement on the date reflected on Venue's event management website.

Signature

Josh Reichert

PRINTED NAME

Josh Reichert

DATE

Digitally signed on August 30th 2021, 2:04:50 pm

