

PLEXPOD

EVENT BOOKING AGREEMENT

FACILITY INFORMATION

Facility: Plexpod Westport Commons
Address: 300 E. 39th St. Kansas City, MO 64111
Facility Contact: Joe Dugdale
Phone: 816-935-7904
Facility Phone: 844-753-9763
Email: jdugdale@plexpod.com

EVENT CONTACT INFORMATION

Client (Renter): Raytown High School
Contact: Felecia Taylor
Email: felecia.taylor@raytownschools.org
Phone: 816-268-7300
Space(s) Reserved: The 1923 Room
Event Date: April 27th, 2024 - 10am to Noon and then again from 7pm to 11pm

PAYMENT INFORMATION

Booking is considered 'booked' upon receipt of signed agreement and payment.

In addition, a credit card authorization form is required and will only be charged in the event there are damages to spaces rented under this agreement or Overages are made and charged as stated below. Any final charges and TBD items are due at the final meeting which takes place approximately 2 weeks before the event. A 3% fee will be added if using a credit card to make payment. VISA, MasterCard, American Express, and Discover are accepted. All prices are listed as US Dollars.

If paying with a check . Please make checks payable to Plexpod (Attn. Joe Dugdale) and mail to: 10000 Marshall Drive Lenexa KS 66215.

PARKING

There is free parking in the North Lot, Upper Level parking lot and an overflow lot on 39th and Warwick.

EVENT BOOKING AGREEMENT

(continued)

ROOMS & SETUP(S)

To be determined at the final meeting. Rental includes round tables and chairs needed for guests not to exceed maximum seating capacity for each space (Theater 150 - 1923 Room 300),

FEES: The following is a list of fees incurred.

	Description	Total
1	<p>Includes:</p> <ul style="list-style-type: none"> ● Access to the 1923 Room on April 27th, 2023 from 10am to Noon and then again from 7pm to 11pm (Additional hours are \$250/hr) ● Room set with 15 tables of 10 and bar high tables ● Food and beverage tables ● Event Staff ● Access to on site Ice Machine ● Access to Google Fiber WiFi ● Post Event Clean Up 	
2	EVENT SPACE FEES	\$2545

TOTAL FEE AMOUNT: \$2545

Payment due with signed booking agreement: \$1272.50

Payment due on March 27th, 2024: \$1272.50 JB (please initial)

RENTER UNDERSTANDS AND AGREES AS FOLLOWS:

The Renter is responsible for the conduct of guests, vendors, and all aspects of the event. All persons in attendance must comply with all City, State and County laws at all times.

OVERAGES

If the event exceeds the identified scheduled time of the booking, Renter agrees to accept and pay additional rental charges for the facility. These rates will reflect the rates in this agreement and will be prorated to cover any excess times above and beyond the agreed rental booking agreement.

CHANGE ORDERS

Final Event Planning should be concluded and communicated in full one week prior to your event. Any Change Orders within the final week leading up to the event will incur an additional \$500.00 change order fee and you will be notified with each Change Order. This is to ensure we have adequate staff resources to properly address changes and successfully accommodate any additional work required for your event.

EVENT BOOKING AGREEMENT

(continued)

TEAR DOWN

All items (e.g. decorations, vendor supplies, etc) must be removed **within the time allotted for tear down** following your event. No overnight storage is available. Any items remaining past the allotted tear down timeframe are subject to being removed and discarded. Plexpod is not liable for any items left onsite following your event.

DECORATIONS

The Client assumes responsibility for all damages to the facility, property and furnishings incurred by any guest or contracted vendors before, during, or after the event. The affixing of decorations to the event space walls and floor are not allowed. No tape should ever be used including command strips. Rice, confetti, glitter, real rose petals and bird seed is prohibited. **Real candles are not allowed to be used. Helium balloons are prohibited inside any of the facilities. They will set off the fire alarm** JS (please initial).

SECURITY

Security is mandatory for events when alcohol is served. Security personnel must be present 30 minutes before and must maintain presence until the client exits the facility.

CATERING

Plexpod has an open catering policy. There is no heating or cooking equipment on site, so everything must be brought in by the caterer.

BAR

No Alcohol will be served at this event

INSURANCE

The facility carries no insurance to cover your personal property in the facility and has no liability for any attendee's personal property on the premises at any time.

Facility currently maintains and agrees to continue to maintain the following insurance coverage: General liability insurance in the amount of no less than \$5,000,000 combined single limit per occurrence for bodily injury loss. Workers' compensation insurance provides statutory benefits in the state of operation, including employer's liability insurance in the amount of no less than \$1,000,000.

INDEMNIFICATION

Each party hereby indemnifies and holds the other party harmless from and against any and all claims arising out of any action of either party's employees, vendors, invitees in, upon or at the Premises, and in each case from and against any and all damages, losses, claims, actions, liabilities, lawsuits, costs, and expenses, including, without limitation, attorneys' fees and loss of life, personal injury and/or damage to property, arising in connection with any such claim or claims as described in this paragraph, or any action brought thereon.

RESTORATION

Renter agrees to pay for any repairs and/or maintenance caused by damage to the facility as a result of the Renters event or actions. Cost for repairs are not limited to the amount of the security deposit.

EVENT BOOKING AGREEMENT

(continued)

TERMINATION & CANCELLATION POLICY

Client understands that this agreement may be canceled by Plexpod at any time, if any of the conditions are not met and/or not followed. Cancellation of event by Client for date contracted will result in the forfeit of any/all monies paid to Plexpod. 1/16 (Please initial) If Plexpod, for any reason other than Force Majeure, cannot fulfill the contracted date stated above, 100% of monies paid by Client will be refunded. Written notification will be given to Client and a refund will be issued within 30 days of notification. Notwithstanding the foregoing, if Plexpod cannot fulfill the contracted date stated above because of Force Majeure and the conditions causing Force Majeure continue for more than 60 days, then Client may elect to cancel without further penalty, except for deposits or payments owed prior to the Force Majeure, which shall still be owed and/or not refunded.

CREDIT CARD AUTHORIZATION FORM

Form needs to be filled out and turned in at the final meeting. If damages do occur, the client will be notified of said damages and credit card on file will be charged. Clients shall be held responsible and liable for all charges incurred and for reasonable attorney fees and other costs required to recover such damages. No smoking in restricted areas. \$100 will be charged to Client for violations as well as cigarette butt clean-up. Client agrees to pay for damaged linens. (\$30 for round and \$40 for fitted). There is a \$50.00 returned check charge.

FORCE MAJEURE

The term "Force Majeure" shall mean an act of God, strike, lockout or other industrial disturbance, act of the enemy, war, blockade, curtailment of travel, public riot, catastrophes, fires, explosion, acts of terrorism, outbreaks of disease, travel advisories, failure to receive necessary governmental approvals on a timely basis, government restraint (including but not limited to orders of civil authorities), unavailability of equipment or labor, or unusual weather conditions, which is not reasonably within the control of the party claiming the suspension.

Except for the timely payment of fees owed under this agreement, if a party is rendered unable to perform its obligations under this agreement as a result of Force Majeure, then the party impacted by Force Majeure shall give prompt written notice to the other party of the Force Majeure including reasonable description of the conditions causing it. Upon a notice of Force Majeure, the obligations of the party giving notice to perform, so far as they were affected by the Force Majeure, shall be suspended until the occurrence or condition of Force Majeure ceases or is otherwise removed. The affected party shall use all commercially reasonable diligence to remove the condition of Force Majeure as quickly as possible. In the event Force Majeure suspends performance of the agreement until after the contracted date, Plexpod shall have the right to reschedule the event to another date as long as reasonable accommodation is given to the Client in selecting said alternate date. Except as stated below, the failure to hold the event on contracted date during Force Majeure shall not entitle Client to cancel this agreement. Notwithstanding the foregoing, if Plexpod cannot fulfill the contracted date stated above because of Force Majeure and the conditions causing Force Majeure prevent Plexpod from rescheduling the event for longer than 90 days from the contracted date, then Client may elect to cancel this agreement without further obligation or penalty, except for deposits or payments paid prior to a notice of Force Majeure, which shall not be refunded or returned. Any deposits or payments paid after a notice of Force Majeure may be refunded but only if the conditions causing Force Majeure prevent Plexpod from rescheduling the event for longer than 90 days from the contracted date and thereafter Client elects to cancel in which case a refund would be owed 30 days thereafter.

EVENT BOOKING AGREEMENT
(continued)

AMERICANS WITH DISABILITIES ACT

Both Plexpod and the Client shall be responsible for compliance with the public accommodation requirements of the Americans with Disabilities Act as defined by law. Plexpod shall provide in the extent required by the Act, such auxiliary aids and/or services as may be reasonably requested by the Client, provided that the Client gives reasonable advance written notice to Plexpod of such needs. The Client shall be responsible for the cost of any auxiliary aids and services (including engagement of and payments to specialized service providers, such as sign language interpreters), other than those types and quantities typically maintained by Plexpod.

SIGNATORIES

Signature acknowledges and agrees to this booking agreement and agrees to pay all fees relating to this booking. IN WITNESS WHEREOF, the parties identified hereto receives and accepts this Event Booking Agreement as of the date listed and signs as the authorized agent as follows:

CLIENT (RENTER)

Signature: *Jessica Bassett*
Date of Signing: 8/23/2023
Printed Name: JESSICA BASSETT

FACILITY

Name: **Plexpod Westport Commons**
Address: **300 E. 39th St**
City/State/Zip: **Kansas City, MO 64111**

Signature: *Joe Dugdale*
Date of Signing: 8/22/23
Printed Name: **Joe Dugdale**
Title or Position: **Director of Events**

GENERAL POLICIES & GUIDELINES:

These policies apply to all Members, Patrons, Guests, Visitors, and Contractors of the Facility.

1. **Safety Regulations.** Proper safety measures must be implemented on premises at all times and all work must be performed consistent with OSHA standards and regulations. No person may undertake any improper use of any safety features (such as fire alarms). No bicycles or other personal non-ADA vehicles are permitted to be used in the Building; however they may be stored in designated areas.

EVENT BOOKING AGREEMENT

(continued)

2. **Fire Regulations.** No smoking is permitted inside the facilities. Flammable or combustible liquids are prohibited inside the Building. All materials used in decoration of any space in the facility must be certified as flame retardant. Pyrotechnics of any type on the Property are strictly prohibited unless written approval is obtained from facility personnel. Real candles are not allowed.
3. **Firearms.** There shall be no firearms of any kind on the Property, except with the written approval from authorized Facility personnel; which may be withheld in the absolute discretion of Facility Management.
4. **Alcohol.** If alcohol is being served by a client, said client may provide alcoholic beverages, but they must be opened and served by a licensed bartender hired through Plexpod. Alcohol may never be served to any individual on the Property under the age of twenty-one years old, pursuant to state laws. Facility reserves the right, but shall not have a duty, to remove any person demonstrably under the influence of alcohol. Renter acknowledges responsibility for all local ordinances, guidelines, policies, and laws pertaining to distribution, sales, and consumption. No alcohol is permitted outside the building (except in designated areas according to local ordinances). This agreement does not authorize the sale of alcohol. No person shall sell alcohol at the rented facility without first obtaining any and all necessary permits authorizing such sale from the State Division of Alcoholic Beverage Control, and associated insurance coverages (*See INSURANCE section of this agreement*).
5. **Animals.** No animals or pets of any kind are permitted on the Property except those registered or licensed for use by blind or disabled individuals, or for the purpose of specific events authorized by the Facility. If an animal or pet is requested for an authorized purpose as described above, permission should be requested in advance to the Facility.
6. **Lost or Stolen Property.** The Facility shall not be responsible for lost or stolen property, money, jewelry, or other items of property, including, without limitation, property of Renters, Patrons, or Guests, regardless of whether such loss occurs when the area is locked against entry or not. In addition to providing facility security measures, Renter must provide adequate security for their own property (*See INSURANCE section of this agreement*). PLEXPOD is not responsible for any items rented from outside sources or personal property that is lost, damaged, or stolen on the premises. This includes any items that are left on campus overnight or post-event.
7. **Loitering.** There shall be no loitering by any unrelated party on the Property at any time. Also, refer to Patrons & Guests policy.
8. **Disturbances.** There shall be no disturbances to cause interruption of facility workplace productivity. Fighting or other physical altercations are expressly prohibited on the Property, and may be the basis for removal of persons from the Property. There shall be no threats of physical violence made by any party against another. There shall be no offensive material displayed. It shall be the sole discretion of the Facility to determine what materials are offensive. There shall be no use of public explicit profanity on the Property.
9. **Appearance.** Proper and appropriate clothing are required at all times according to environment and activity. The Association reserves the right to exclude anyone from the Property if their appearance is deemed objectionable.
10. **Physical Characteristics of Property.** There shall be no alteration of the Property without advance written approval of the Facility. Sidewalks, doorways, vestibules, halls, stairways, and other similar Common Areas shall not be obstructed for any purpose other than ingress and egress. No signs, advertisements, or notices shall be painted or affixed on or to any windows or doors or any other part of the Building, without permission of authorized Facility personnel.

EVENT BOOKING AGREEMENT

(continued)

11. **Good Neighbor Policy.** Please be courteous and considerate of all Plexpod Members, Patrons, and Guests at all times. This includes: Reasonable care for shared common areas and resources; Appropriate use of music or other media as not to intrude or disturb others; Picking up and cleaning up after yourself, leaving an area better than you found it; Replace chairs that you have moved and position chairs appropriately around tables; Pick up and dispose of any trash you see on the floor or left behind by others; Appropriately greet others and their guests; Give attention to Meeting room schedules and adhere to your own scheduling;; Considerate parking as to not incur or cause damage to other vehicles; Be courteous and appreciative to your facility personnel as they are your best advocate; and report anything that appears unusual or problematic to Facility personnel immediately.
12. **Attendees & Guests.** As a matter of safety and courtesy to others, Attendees & Guests should be encouraged to register for an event. It is the Renter's obligation to monitor Attendees & Guests' movement throughout the space in order to restrain access to designated Event Spaces only. ATTENDEES & GUESTS ARE NOT ALLOWED IN THE NON-EVENT SPACES OF THE FACILITY AFTER BUSINESS HOURS, which are Monday thru Friday, 8:30am – 5:30pm, unless otherwise approved and accompanied by facility personnel. It is the Renter's responsibility to provide necessary signage, and adequate personnel throughout the duration of the event to manage the flow of Attendees & Guests throughout the facility and monitor doors for entry and exit. Doors required to remain unlocked during an event must be programmed in advance, however it is the Renters responsibility to monitor entry and exit for security. **Doors should never remain propped open at any time.**
13. **Performance of Music.** If any copyrighted music is to be played or publicly performed, the Renter must obtain necessary licenses from the copyright owner or licensing agency representing the copyright owner. The Facility is not responsible for licensing any music performances throughout the Facility.
14. **Internet Use & FCC Requirements.** Renter's Attendees & Guests shall not publish, post, upload, distribute, or disseminate any inappropriate, profane, defamatory, obscene, indecent, or unlawful topic, name, material, or information on or through the Facility's internet access or servers. Renter shall not upload, broadcast, or otherwise make available, files that contain images, photographs, software, or other material protected by intellectual property laws, including, by way of example, and not as a limitation, copyright, trademark laws, (or by rights of privacy or publicity,) unless you own or control the rights thereto or have received all necessary consent to do the same. Renter shall not use any material or information, including images or photographs, made available in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party. Clients shall not upload files that contain viruses, trojan horses, worms, time bombs, bots, corrupted files, or any other like or similar software or programs that may damage the operation of another computer. Renter shall not download any file that you know, or should reasonably know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner. Renter should take adequate protective measures to eliminate viruses, spyware, and/or malware from their computers. Clients shall not restrict or inhibit any other user from using and enjoying the Facility's Internet access services. Renter shall not harvest, or otherwise collect information about others, including email addresses, without the authorization or consent of the disclosing party. Renter shall not create a false identity for the purpose of misleading others. Electronic equipment that uses radio frequency energy must meet Federal Communications Commission (FCC) regulations.
15. **Illegal Drugs and Substances.** Illegal drugs and substances are not permitted on the Property in any form.

EVENT BOOKING AGREEMENT

(continued)

16. **No Interference with Others.** Renter shall use the facility in a way as to not interfere with any other portions of the facility or neighboring facilities. Renter agrees to not impact the facility with any additional expense of maintaining the facility. No person shall be permitted to unduly disturb others as a result of sounds or other activities. All radios, cellular telephones, and other beeping and ringing devices are to be kept at a low level of volume, or in silent mode, while on the Property.
17. **Garbage and Waste.** There should be no littering on the Property. Please deposit all trash and garbage in the appropriate location or in such other areas specifically designated by the Facility.
18. **Removal from Property.** The Facility reserves the right to remove any individual, including Patrons and Guests, from the Property at the discretion of Association representatives.