



TOWN PAVILION

EVENT LICENSE AGREEMENT Dated: September 26, 2019

1. **License Number:** 19-109
2. **Project:** Town Pavilion, 1111 Main, Kansas City, Missouri 64105
3. **Event:** RAYTOWN HIGH SCHOOL PROM
4. **Event Date:** Saturday, April 25, 2020
5. **Event Time:** Between the hours of: **TBD (event time is five hours)**
6. **Licensor:** Town Pavilion, LLC, a Missouri limited liability company
7. **Licensee:** Raytown High School (Veronica Shackelford)
8. **Licensee Address:** 6608 Raytown Rd., Raytown MO 64133
9. **Licensed Area:** Rotunda of Town Pavilion
10. **License Fee:** \$5000 as the base License Fee of Rotunda due by **January, 2020**
11. **License Deposit:** \$500.00; refundable after Event if no damage, subject to the terms of this Agreement; and non-refundable if Event is cancelled for any reason after the date of this Agreement. (WAIVED)
12. **Additional Fees:** Additional Hours: \$350.00 per hour for each additional event hour over and above the base 5 hours for the event. \$350 charge to flip room from ceremony to reception.

\$125 charge to use the video monitor **(No Charge)**
13. **Grant of License:** Subject to the terms of this Agreement, Licensee shall have the right to use the Licensed Area for the Event on the Event Date and during the Event Time.

14. Payment of License Deposit:

The License Deposit shall be paid by Licensee to Licensor simultaneously with Licensee's execution and delivery of this Agreement and shall secure Licensee's performance of its obligations under this Agreement. If Licensee fully performs all of its obligations under this Agreement, then the License Deposit shall be refunded to Licensee within 30 days after the Event. If Licensee does not fully perform all of its obligations under this Agreement, then Licensor may apply the License Deposit toward any unpaid amounts due and payable under this Agreement and any damages incurred by Licensor by reason of Licensee's failure to perform its obligations under this. The License Deposit is non-refundable if the Event is cancelled for any reason after the date of this Agreement.

15. Payment of License Fee and Additional Fees:

The License Fee and Licensor's estimate of the Additional Fees shall be paid by Licensee to Licensor as follows: (a) **The base License Fee shall be paid 90 days (January, 2020)**; (b) Licensor's estimate of Additional Fees shall be paid 15 days on or before the date which is prior to Event Date. Licensee shall pay to Licensor the amount by which the actual Additional Fees exceed the estimated Additional Fees paid by Licensee on the day immediately succeeding the Event Date. If the actual Additional Fees are less than the estimated Additional Fees paid by Licensee, such excess shall be refunded by Licensor to Licensee at the same time Licensor returns the License Deposit to Licensee.

16. Interest; Late Payment; and Bad Check Fees:

If Licensee fails to pay, when the same is due and payable, any License Fee, Additional Fees or other sums payable under this Agreement, Licensee shall, upon demand, pay Licensor interest at the "Interest Rate" (defined below) on any such past due amounts from the due date thereof until paid, plus a late fee equal to 5% of such past due amounts. The term "**Interest Rate**" means a rate of interest, per annum, equal to the lesser of (a) the highest lawful rate of interest that may be charged Licensee under the laws of the State in which the Project is located or (b) 4% in excess of the "Prime Rate" (defined below), determined as of the date any such amount is due and unpaid. The term "**Prime Rate**" means the per annum interest rate from time to time published by The Wall Street Journal as the "prime rate". If The Wall Street Journal should cease to publish the Prime Rate, the Prime Rate shall be the prime, base or reference rate of the largest bank (based on assets) in the United States which announces such rate. If any check delivered by Licensee to Licensor is returned by Licensor's bank as "returned for insufficient funds," then Licensee, in addition to Licensee's other obligations under this Section, shall pay to Licensor the greater of \$30.00 per bad check or the actual bank charge to Licensor for such bad check.

17. Condition of Licensed Area. Licensee shall accept the Licensed Area (Rotunda) in its "as-is" condition, without representation or warranty.

18. Use:

Licensee shall use the Licensed Area only for the Event and for no other use or purpose. Licensee shall cause the Event to be conducted in a first class manner. Licensor will designate the means of access to the Licensed Area for the Event participants, guests, caterers and other workers, and Licensee shall cause all of the Event participants, guests, caterers and other workers to access the Licensed Area only as so designated by Licensor. **Licensee is permitted to have no more than 300 participants, guests and attendees.** Anything beyond this number is subject to approval and an additional fee will apply.

19. Rules and Regulations:

Licensee and vendors shall comply, and shall cause all Event participants, guests, caterers and other workers to comply, with the rules and regulations from time to time promulgated by Licensor with respect to the Project and/or any Event, including any such rules and regulations which relate to use of the load docks within the Project, parking facilities within the Project, or catering facilities within the Project. Licensee's caterer shall only bring food in hot boxes, and shall not be permitted to bring to the Project any dutch ovens or burners or other similar equipment, or use in the Project any dutch ovens or burners or other similar equipment brought by Licensee's caterer

20. Event Plans:

Not less than 30 days prior to the Event, Licensee and Town Pavilion Coordinator shall deliver to Licensor, for Licensor's review and approval, a detailed plan of the Event, including an Event layout plan, proposed decorations, number and location of tables and chairs, catering scope and timing, and other Event related plans. Licensee shall not make any alterations, changes or modifications to the Licensed Area or the Project (including placing any nails, hooks, screws or other similar items thereon) without the prior written consent of Licensor in each instance. Licensor reserves the right to require Licensee to make changes to the Event plan prior to the Event or on the day of the Event if necessary in Licensor's sole discretion for safety or security, or to protect any portion of the Project, including the Licensed Area.

21. No Assignment:

This Agreement is personal to Licensee and shall not be assigned without the prior written consent of Licensor in each instance.

22. Indemnity and Insurance:

Licensee shall indemnify, defend and hold harmless Licensor and its agents, employees and contractors, from and against any and all claims, actions, damages, liability and expenses (including attorneys' fees and court costs) which they may incur in connection with loss of life, bodily injury and/or property damage arising on or about the Project (including any parking facilities) from (a) any default by Licensee under this Agreement, (b) the Event, and/or (c) any use and occupancy of the Licensed Area or other portions of the Project by Licensee or Licensee's agents, employees, representatives, participants, guests, caterers or other workers. Licensee shall keep in force with an insurance company authorized to do business in the State in which the Project is located and which has a Best's Insurance Guide Rating of at least A:X, a policy of commercial general liability insurance, including property damage and host liquor coverage, (or its equivalent) with respect to the Licensed Area and Event, on which Licensor (and any other person designated by Licensor), is named as an additional insured, and in which the limits of coverage shall not be less than \$1,000,000.00 (combined single limit bodily injury and property damage). The foregoing policy shall also insure the performance by Licensee of the indemnity agreement set forth above. At least 45 days prior to the Event, Licensee shall furnish Licensor with a certificate of insurance from an insurance company which meets the above standards in a form satisfactory to Licensor evidencing the foregoing insurance and any additional insured party.

23. Limitation on Liability:

Notwithstanding anything to the contrary contained herein, it is agreed that each party (the "**Releasing Party**") hereby releases the other (the "**Released Party**") from any liability which the Released Party would, but for this Section, have had to the Releasing Party under this Agreement, resulting from the occurrence of any accident or occurrence or casualty (i) which is or would be covered by a Special Form Policy in the State in which the Project is located (irrespective of whether such coverage is being carried by the Releasing Party), or (ii) covered by any other casualty or property damage insurance being carried by the Releasing Party at the time of such occurrence, which accident, occurrence or casualty may have resulted in whole or in part from any act or neglect of the Released Party, its officers, agents or employees.

Notwithstanding anything to the contrary contained herein, (a) Licensee agrees that Licensor shall look solely to the estate of Licensor in the Project for the collection of any judgment (or other judicial process) requiring the payment of money by Licensor upon any default by Licensor under this Agreement, subject, however, to the prior rights of the holder of any mortgage covering the Project, and no other assets of Licensor shall be subject to levy, execution or other judicial process for the satisfaction of Licensee's claim, and Licensor shall not be liable for any such default except to the extent of Licensor's estate in the Project, and (b) Licensor shall not be liable for any loss or damage to any personal property of Licensee or Licensee's agents, employees, representatives, participants, guests, caterers or other workers in connection with the Event or Licensee's use of the Licensed Area or any other portions of the Project (including parking facilities).

24. Termination:

Notwithstanding anything to the contrary contained in this Agreement, Licensor shall have the right to terminate this Agreement by notice to Licensee at least 30 days prior to the Event Date, and Licensor shall have no liability to Licensee if Licensor so elects to terminate this Agreement.

25. Default:

If Licensee fails to (a) pay any amounts under this Agreement when due or (b) perform any other obligations under this Agreement and such failure shall continue for one day after notice (oral or written) from Licensor, then Licensor, in addition to all of Licensor's other remedies under this Agreement or at law or in equity, shall have the right to terminate this Agreement by notice (oral or written) to Licensee and all monies paid will be non-refundable.

26. Photography:

Licensors shall have the right at any time during the Event to take photographs of the Event and use such photographs in Licensors' advertising and promotional materials for the Project and event spaces within the Project, including, without limitation, on social media. Licensors shall use reasonable efforts to take such photographs in a manner that does not unreasonably interfere with the Event. Licensee hereby agrees that Licensors shall have the right to take and use such photographs in accordance with the terms of this paragraph.

27. Miscellaneous:

In case suit shall be brought because of the breach of this Agreement on the part of Licensee or Licensors and a breach shall be established, the prevailing party shall be entitled to recover all expenses incurred therefore, including attorneys' fees and court costs. The laws of the State in which the Project is located shall govern the validity, performance and enforcement of this Lease. Licensee agrees that any action brought in connection with this Agreement shall be maintained in any court of competent jurisdiction in the County of the State in which the Project is located. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns. **THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

LICENSOR:

TOWN PAVILION HOLDINGS LLC, a Missouri limited liability company

By: _____
Authorized Agent

LICENSEE:

ADDENDUM

The rental price for Town Pavilion includes:

- 60” round tables
- White chairs to accommodate up to 300 people
- 8’ tables for the caterer, bar backs, head table, guest book, gifts, and DJ
- 7’ tall black pipe & drape that will cover all retail store fronts and businesses, Hallways to Walnut Street.
- Grey pipe & drape to cover the glass wall on the grand steps
- Complimentary parking in the Main Street Garage
- Dedicated Security Officer
- Housekeeping crew to maintain common areas, restrooms, restroom products, and to pull trash
- Town Pavilion will break down all tables and remove the chairs at the end of the event
- Town Pavilion will vacuum, sweep and mop the Rotunda at the end of the event

END OF EVENING INSTRUCTIONS

- **All guests must vacate the building within 15 minutes of end time or be charged in half hour increments of \$175.00 until all guests have vacated premises.**
- Town Pavilion will conduct a walk through prior to the event and walk through at the end of the evening with the brides’ parents or designator. Both parties will sign off on the event checklist.
- Family must take all wedding gifts, money, guest book, personal items, etc. prior to leaving building
- All items must be removed from the guest tables by the catering staff including centerpieces and linen prior to them leaving the premises.
- The bartenders will remove ALL the liquor and mixers associated with the bars. Bartenders/Bar Service will clean and remove items in accordance with their agreement with Town Pavilion.
- Caterer will remove all food, cake and beverages (if provided) from the premise. Caterer will clean the catering kitchen in accordance with their agreement with Town Pavilion.
- The family must have everything out of the building the night of the event unless other arrangements have been made in advance with the Town Pavilion.