

POLICIES MKW, INC., D/B/A RANDALL GALLERY

DEFINITIONS

As used herein, the following terms shall have the following meaning:

"Event" is the banquet, reception, meeting, or other private function;

"Caterer" is MKW, INC., d/b/a Randall Gallery;

"Special Event Facility" is MKW, INC., d/b/a Randall Gallery

"Patron" is the person, corporation, entity, organization, or association contracting with the Special Event Facility and/or Caterer for the Event.

FOOD

All food items will be supplied, prepared and served by the Caterer. Enclosed menus, if any, are suggestions. The Caterer will be happy to design a menu to the Patron's specific needs and requests. Neither the Patron nor Patron's guests are allowed to bring any food to, nor remove any food from an Event. **EXCEPTION:** Your wedding cake that we will cut and plate at no charge. Food costs are per the price list which Patron has received.

BEVERAGES

Caterer as the operator under the liquor license, is responsible for the administration, distribution, and service of all alcoholic beverages in compliance with existing liquor laws. It is mandatory that all liquor and wine be supplied and dispensed by the Caterer. No shots will be served and no "last calls" will be announced. The Patron's scheduled bar time and charges must continue until the end of the scheduled Event. Neither the Patron nor Patron's guests are allowed to bring any beverages to, nor remove any beverages from an Event. Beverage costs are per the price list which Patron has received.

GUARANTEES

It is required that the Caterer is to be notified of the exact number of guests 5 days prior to the Event. If after that time, the guest list decreases and/or fewer guests are served, there will not be a decrease in the food or beverage price from the price quote. The charge will be based on the number given 5 days prior to the Event by the Patron. If the guest list increases after the "5 day guarantee", every attempt will be made to serve the same menu. However, if time will not allow for the same food or beverage to be prepared, the Caterer will provide a substitute for the additional guests.

LIABILITY

Caterer reserves the right to inspect and control all Events, but is not responsible or liable for any injury or damage to persons or property not caused directly by the Caterer or its employees. Damage to the property at the premises by the Patron or Patron's guests will be charged to and is the responsibility and liability of the Patron. The Caterer is not responsible for personal property and equipment brought onto the premises by the Patron, Patron's guests, or Patron's subcontractors.

TIMING

Under no circumstances will the beginning or ending time of the Event, or time for serving food or beverages, be changed the day of the Event without the approval of the Caterer. Patron is not permitted access to the gallery prior to the beginning scheduled time of their event. Patron, Patron's guests, and Patron's support staff, are required to depart from the gallery within 30 minutes of the conclusion of the event. If any of the aforementioned remain in the gallery after the 30 minute time allotment, the Patron will be billed for that time at a pro rated rate of \$125.00 per hour.

RESERVATIONS

An event will be reserved once a \$2,500.00 deposit has been received, which will be applied to the cost of the event or retained by Caterer as provided in the payments paragraph below. This check must be made payable to Randall Gallery. In the memo section of the check, Patron must write the date of their Event.

PAYMENTS

6 months prior to the date of the Event, a \$2,500.00 deposit is due. Payment in full for the Event is due 14 days prior to the date of the Event. If either of these payments is not made on time, the Caterer's participation and responsibility for the Event is terminated and the Event is canceled. The Caterer will retain all money, including the reservation deposit. If Patron cancels their event within 6 months of their event date, and the Patron has not yet paid their \$2,500.00 deposit due, or if the Caterer is forced to cancel the Event because the \$2,500.00 payment has not been paid on time, the Patron is still liable to Caterer for the \$2,500.00 payment.

CANCELLATIONS

All cancellations must be made in written form and mailed by registered mail. If Caterer receives written notice from Patron, informing Caterer that they wish to cancel their Event, Caterer will attempt to re-book the date and time slot of the canceled Event. If Caterer is successful in re-booking the slot, Caterer will refund to Patron, all deposits paid, less any food and beverage purchased for the Event if any, and a \$250.00 cancellation fee. If the Event slot cannot be re-booked, all deposits will be forfeited.

MINIMUM SPENDING REQUIREMENTS

For an Event held on a Saturday evening, a minimum of \$9,500.00 must be spent for food and beverage and gratuity combined. For an Event held on an evening other than Saturday evening, or for an Event held on a Saturday or Sunday during the day, a minimum of \$5,500.00 must be spent for food and beverage and gratuity combined.

SERVICE CHARGE AND TAX

All prices are subject to a 20% service charge. In addition, all charges are subject to Missouri State Sales tax and St. Louis City Sales tax.

BUILDING RENTAL AND CEREMONY AND MISCELLANEOUS FEES

All building rental fees, ceremony fees, and miscellaneous fees will be applied and accessed as outlined in the BUILDING RENTAL & CEREMONY & MISCELLANEOUS FEE pricing page.

EXCUSED NON-PERFORMANCE

If for any reason beyond its control, including but not limited to: strikes, labor disputes, accidents, government requisitions, restrictions or regulations on travel, commodities or supplies, acts of war, or acts of God, the Caterer is not able to perform its obligations under this agreement, such non-performance is excused and the Caterer may terminate this agreement without further liability of any nature upon return of the deposit of the Patron. The Caterer shall not be liable for any consequential damages for any reason whatsoever.

CONDUCT OF EVENT

The Patron assumes full responsibility for the conduct of all persons in attendance and for any damage done to any part of the Caterer's premises during any time such premises is under the control of the Patron, Patron's agents, invitees, employees, or independent contractors. The Patron agrees to and hereby indemnifies and holds harmless the Caterer against any and all claims, liabilities, or costs, including reasonable attorney's fees and whether by reason of personal injury or death or property damage or otherwise arising out of or connected with the Event caused or contributed to by the intentional acts or negligence of the Patron or Patron's guests, invitees or agents of the Patron or any independent contractor hired by the Patron.

In the event the Caterer is required to engage the services of an attorney to collect any amounts due under this Agreement, or protect its interests under this agreement in any way, and if the Caterer is successful in any litigation or proceedings, the Patron will be liable and responsible for all of the Caterer's costs and reasonable attorney's fees. If payment for charges are due and billed after the event, said charges will have interest applied at the rate of 15% per annum, if not paid within 30 days of the invoice date.

MISCELLANEOUS

The use of glitter or paper confetti is not permitted in the gallery. No exposed flames are permitted in the gallery; candles surrounded by glass are acceptable. Dancing is prohibited on the upper level of the Randall Gallery. The Randall Gallery will not be responsible for any items belonging to Patron, Patron's agents, invitees, employees, or independent contractors left for more than 30 days. Anytime a client requires linen for tables, other than our standard inventory, there will be a charge to the client for that linen.

NOTES

In the event that this agreement is signed in the name of a corporation, partnership, association, club, or society, the person signing represents to the Caterer that he or she has full authority to sign such contract, and in the event that he or she is not so authorized, he or she will be personally liable for the faithful performance of this contract. Only the person signing this contract will be permitted to propose modifications to this contract. The Patron hereby waives trial by jury in any litigation arising out of or in any way connected with this Agreement or any breach thereof.

Approval, Signature of Patron

Date of Event

Timing of Event

Date of Acceptance

BY: MKW, INC., d/b/a
Randall Gallery
Mark Widmann, President

Prices are subject to change until both parties approve the proposal in writing and required deposit and signed policy page are received by the caterer.