

## **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.

