

## **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"; a licensed insured Caterer that the client will hire and pay for  
"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.

### **CATERER**

Licensed and insured caterer that will be hired and paid for by the Patron to provide food for the Patron's Event

### **BEVERAGES**

Randall Gallery 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 Randall Gallery. 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 can bring any beverages to, nor remove any beverages from an Event

### **GUARANTEES**

Patron is required to provide Randall Gallery the final guest count for their event 5 days prior to their event.

### **LIABILITY**

Randall Gallery 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 Randall Gallery 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. Randall Gallery is not responsible for personal property and equipment brought onto the premises by the Patron, Patron's guests, or Patron's subcontractors.

### **TIMING**

Patron, Patron's guests, and Patron's support staff are required to depart from Randall Gallery within 30 minutes of the conclusion of the event. If any of the above remain in the gallery after the 30-minute time allotment, the Patron will be billed for that time at a prorated 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 Randall Gallery 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, an additional \$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 are not made on time, the Randall Gallery's participation and responsibility for the Event is terminated and the Event is canceled. Randall Gallery will retain all money, including the reservation deposit

### **CANCELLATIONS**

All cancellations must be made in written form. If Randall Gallery receives written notice from Patron, informing Randall Gallery that they wish to cancel their Event, Randall Gallery will attempt to re-book the date and time slot of the canceled Event. If Randall Gallery is successful in re-booking the time slot, Randall Gallery will refund to Patron, all deposits paid for the Event except for a \$250.00 cancellation fee. If the Event time slot cannot be re-booked, all deposits will be forfeited.

### **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 FEES**

The Building rental fee will be applied and accessed as outlined in the BUILDING RENTAL pricing page on the web site.

#### 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, Randall Gallery is not able to perform its obligations under this agreement, such non-performance is excused and Randall Gallery may terminate this agreement without further liability of any nature upon return of the deposit of the Patron. Randall Gallery 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 Randall Gallery 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 Randall Gallery 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 Randall Gallery 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 Randall Gallery is successful in any litigation or proceedings, the Patron will be liable and responsible for all of Randall Gallery'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. 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.

#### NOTES

If this agreement is signed in the name of a corporation, partnership, association, club, or society, the person signing represents to Randall Gallery 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/ Owner*

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

Contract

02/2019