

TERMS OF AGREEMENT, D's Place Souldard

FOOD & BEVERAGE All food & beverage for the Event will be supplied, prepared, and/or served by D's Place. Neither the Patron nor the Patron's guests shall be allowed to bring any food or beverage to the event unless agreed upon by D's Place management, nor remove any food from, the Event.

GUARANTEES It is required that D's Place be notified of the exact number of guests at least 7 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 quoted. If the guest list increases after the "7 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, D's Place will provide a comparable substitute for the additional guests.

LIABILITY D's Place 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 D's Place or its employees. Damage to the property on the premises by the Patron or Patron's guests will be charged to and is the responsibility and liability of the Patron. D's Place 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 D's Place. Patron wishing access to the Facility prior to the beginning scheduled time of their event must notify D's Place management at least one day prior to the event. D's Place will not host a private event that will exceed more than 3 hours.

RESERVATIONS An event will be reserved once a \$200 NON-REFUNDABLE DEPOSIT has been received. The deposit will be applied toward your final bill at full value. This reservation does entitle the Group exclusivity to any of the premises. Exclusivity would need management authorization.

PAYMENTS Payment in full for the Event is due no later than 2 days prior to the date of the Event. This payment is NON-REFUNDABLE. Credit Cards, Cash, Checks or Cashier's Checks are acceptable forms of payment. If the payment in full for the Event is not received at least 2 days before the event, (a) D's Place's participation in and responsibility for the Event are terminated, (b) the Event is canceled, and (c) all money then in D's Place's possession shall be retained by D's Place as liquidated damages.

CANCELLATIONS All cancellations must be made in written form and mailed or e-mailed. If D's Place receives written notice from Patron, informing D's Place that they wish to cancel their Event, D's Place will attempt to re-book the date and time slot of the cancelled Event. If D's Place is successful in re-booking the slot, D's Place will refund to Patron, all deposits paid, less any food and beverage purchased for the Event if any, and a \$200.00 cancellation fee. If the Event slot cannot be re-booked, all deposits will be forfeited.

MINIMUM SPENDING REQUIREMENTS Groups of more than 35 guests, for an event, a minimum of \$600.00 must be spent for food, beverage and gratuity combined. Groups of 34-20 guests, for an event, a minimum of \$400.00 must be spent for food, beverage and gratuity combined. Groups of 19-15 guests, for an event, a minimum of \$200.00 must be spent for food, beverage and gratuity combined. Food and Beverage prices are subject to change with guaranteed pricing 90 days prior to the event.

ADDITIONAL CHARGES AND TAX On premise events will include a 20% service charge. The number of staff needed is based on the final guest count & the Patron could be held responsible for any additional staffing needs @ \$12/hr. In addition, all charges are subject to Missouri State Sales tax and St. Louis City tax.

CONDUCT OF EVENT The Patron assumes full responsibility of all persons in attendance and for any damage done to any part of D's Place's premises during any time such premises are under control of the Patron, Patron's agents, invitees, employees, or independent contractors. The Patron agrees to and hereby indemnifies and holds harmless D's Place against any and all claims, liabilities, or costs, including reasonable attorney's fees, and whether by reason of personal injury, 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. D's Place will not be responsible for any items belonging to Patron, Patron's agents, invitees, employees, or independent contract

OUTSIDE VENDORS AND SUPPLIES D's Place has the right to allow or not allow any vendors including but not limited to musicians, disc jockeys, equipment rental companies, florists, photographers, and videographers to perform work in the facility. D's Place has the right to allow or not allow any and all supplies such as party equipment and rental items to be used at the Event in the Facility. Permission to use such shall be given only by D's Place prior to the Event upon Patron's request and discussion.

**INFORMATION**

Event Date: \_\_\_\_\_ Day of Week: \_\_\_\_\_

Timing of Event: From \_\_\_\_\_ To \_\_\_\_\_

Type of Event: \_\_\_\_\_

Guest(s) of Honor: \_\_\_\_\_

**PATRON(S):**  \_\_\_\_\_ **date:** \_\_\_\_\_

**Contact Information for Signee:**

Name: \_\_\_\_\_

Estimated Number of Guests: \_\_\_\_\_ (Initial Estimate)

Phone ( ) \_\_\_\_\_

Email address: \_\_\_\_\_

Acknowledged By: \_\_\_\_\_ date: \_\_\_\_\_

D's Place Management @ 900 Barton, St. Louis, MO 63104