

POLICIES, THE BLUFFS ON BROADWAY LLC

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 and insured Caterer that the client will hire and pay for

"Special Event Facility" is The Bluffs on Broadway "TBOB"

"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 client's Event.

BEVERAGES

TBOB 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 TBOB. 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.

GUARANTEES

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

LIABILITY

TBOB 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 TBOB 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. TBOB 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 the Event Facility within 30 minutes after the conclusion of their event. If any of the aforementioned remain in the Event Facility 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, along with a signed contract, signed by the Patron and the Special Event Facility. Make your check payable to The Bluffs on Broadway LLC.

PAYMENTS

Your next payment totaling your then total estimated charges for your event is due 14 days prior to the date of the Event. If either of the above payments are not made on time, TBOB'S participation and responsibility for the Event is terminated and the Event is canceled. TBOB will retain all money.

CANCELLATIONS

All cancellations must be made electronically. If TBOB receives written notice from Patron, informing TBOB that they wish to cancel their Event, TBOB will attempt to re-book the date and time slot of the canceled Event. If TBOB is successful in re-booking the Patron's canceled time slot, TBOB will refund to Patron, all deposits paid, less a \$250.00 cancellation fee. If the Event 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.

RENTAL FEES

The building rental fee will be applied and accessed as outlined in the [BUILDING RENTAL](#) 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, TBOB is not able to perform its obligations under this agreement, such non-performance is excused and TBOB may terminate this agreement without further liability of any nature upon return of the deposit of the Patron. TBOB 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 Special Event Facility 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 TBOB 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 TBOB 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, that if TBOB is successful in any litigation or proceedings, that the Patron will be responsible for all of TBOB'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 at the Special Event Facility. No exposed flames are permitted in the Event Facility - candles surrounded by glass are acceptable. TBOB will not be responsible for any items belonging to Patron, Patron's agents, invitees, employees, or independent contractors left for more than 30 days. Bands nor Disc Jockeys are allowed to set up or play their music inside the Special Event Facility only. If Band or DJ is successful in tapping into the Audio portion of the Special Event Facility, the Special Event Facility will distribute the Band or DJ's music through the outside speakers at an acceptable level to Special Event Facility.

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 TBOB 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:
The Bluffs on Broadway LLC
Mark Widmann

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