

Parkway Social Kitchen

616 Ward Parkway
Kansas City, MO 64112
(816) 214-5616

www.ParkwayKansasCity.com

Private Party Contract

Date of Contract: _____

This is a contract for services and agreement to pay for services in accordance with the terms set forth herein, between Parkway Social Kitchen ("Parkway") and:

Customer Contracting Name: _____ ("Customer")

Contact: _____

Address: _____
City State Zip

Phone _____

Email Address: _____

Date of Event: _____ Type of Event: _____

Starting Time of Event: _____ Ending Time of Event: _____

Estimated Number of Guests: _____ Adults: _____ Children: _____

Private: Yes No

Terms of the Contract

Room Charges

There is a \$250.00 room rental charge for private usage of The Lounge, exceptions may occur. The room charge(s) shall be summarized on the Financial Summary on the Private Party Contract. Gratuity and tax is NOT included with the room fee.

Deposit and Final Payment

For larger parties, a \$500 deposit is required to book the event at the requested date, exceptions may occur. Final payment or the remaining balance will be made the same day as the event. [No split checks are permitted on buffets.] For final payment only, we accept cash and credit cards (Visa, MC, Amex and Discover) on the day of the event.

Cancellation and Deposit Forfeiture Policy

The following cancellation and deposit forfeitures apply: Must give 14 full days' notice of cancellation to receive full refund. If less than 14 days' notice is provided, 50% of the estimated total cost of party will be charged to credit card held on file.

Final Guest Count

A FINAL HEAD COUNT of all adults and children must be provided by 1:00 p.m. SEVEN days prior to your event. This is the number of people you will be charged for in the final bill. If fewer adults attend your party, you will still be charged the fixed price per adult based on the final head count. If additional adults and children attend, there will be a Parkway liaison to assist you to determine if more buffet headcounts are needed at that time or later in the evening to add to your final bill.

Alcoholic Beverages

No alcoholic beverages may be brought onto the property or taken from the premises with the exception of approved wine with a corkage fee (please inquire within). In the interest of protecting our patrons and the general public, Parkway and its employees have the right to refuse service of alcoholic beverages to any patron or guest who by his or her behavior or appearance is believed to be incapable of tolerating further alcohol consumption.

Compliance with the Law

This Contract is subject to all applicable federal, state and local laws, including health and safety codes, alcoholic beverage control laws, disability laws and the like. The parties agree to cooperate with each other to ensure compliance with such laws.

Impossibility

Parkway and its owners shall not be held liable for failure to carry out the function due to fire, flooding, electrical failure, plumbing issues, HVAC system malfunctions, Country Club Plaza and the City of Kansas City, MO malfunctions, an act of God or any other condition beyond reasonable control.

Indemnification

Customer hereby indemnifies and holds harmless Parkway, its owners, employees, and agents from any and all damages, actions, suits, claims or other costs (including reasonable attorney fees) arising out of or in connection with any damage to the property. Customer shall immediately notify Parkway of any damage or injury of which they have knowledge in, to, or near the property, regardless of cause of such damage or injury.

Band or DJ Booking (optional)

If the host wants a band or DJ at the event they have two options:

The customer can book and bring in their own DJ or band to perform. The band or DJ can either use all of the audio equipment at Parkway or bring their own and check below and opt out of using the equipment. If the band uses the equipment provided by Parkway the host assumes all liability to damages to equipment and agrees to promptly pay for the equipment to be replaced. If the customer opts out of using Parkway's music equipment, a face to face site meeting will be required 7 days out of the event with a Parkway manager and sound tech to discuss and make sure the band or DJ is executed correctly.

By request from the customer, Parkway will book a band or DJ for the event. There is a \$50 fee associated with this service. This does not include the cost of the band to play your event. If you are interested in this, please list the type of band or DJ below or you can allow Parkway to recommend a band or DJ. By electing this service you also agree to hold Parkway, its owners, employees, and agents harmless for the experience and performance of the band or DJ at the event.

Band or DJ style _____

Check the box to opt out of using the audio equipment at Parkway and claim responsibility for any facility damages that may result from the performance (not necessary if Parkway is booking the band or DJ or if there is not a band or DJ at the event).

If no band or DJ is booked, music can be played upon request using Parkway's subscription music service. Parkway also has a list of equipment that can be used for announcements and displaying video. Please reference the "Equipment Schedule" included in this document, and describe any needs for your event below (video slideshow, announcements, video playback etc.

Setup Fee

If a band or DJ is hired for the event and the host has not opted out of using the equipment at Parkway there will be a \$50 setup fee. This fee is waived if the equipment at Parkway is not used, however, a face to face site meeting will be required 7 days out of the event with a Parkway manager and sound tech to discuss and make sure the band or DJ is executed correctly.

Private Party Amenities and Special Services

Special Charges (i.e Flowers, Décor, Theming, Band or DJ cost etc.)

Special charge 1 (desc. \$ cost est.) _____

Special charge 2 (desc. \$ cost est.) _____

Special charge 3 (desc. \$ cost est.) _____

All amenities and additional services will be added to the final bill. Where estimates are given above, actual numbers will be the basis for final calculation of cost.

_____ Confetti Cleanup fee if applicable - \$25.00

Photography:

Parkway has an agreement with a local company to provide photos for your event at a reduced rate. If you want to use this service simply contact Indikon Media at info@indikonmedia.com and reference Parkway.

Add in total special charges estimate here: _____

Entire Agreement

This Contract constitutes the entire agreement between Guest and Parkway effective as of the date and year listed above and supersedes any prior understanding or representation preceding the date of this Contract.

If any action or proceeding arising out of or relating to this Contract is brought by either party to this Contract, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorney's fees, costs and expenses incurred in the action or proceeding by the prevailing party.

Regardless of where this Contract is executed, this Contract shall be governed and interpreted under Missouri law.

Customer's signature

Parkway representative's signature

Date

Date

Financial Summary

Initial Estimates and Deposit Calculation

Menu price per person _____ x number of estimated adults _____ = _____

Food Package Selected _____

Beverage Package Selected _____ - TBD Day of the event

Add in a room charge total amount here, if applicable: _____

Private Party Amenities and Special Services Amount: _____

ESTIMATED SUBTOTAL: _____

PLUS TAX (_____%): _____

PLUS GRATUITY (22%): _____

Estimated TOTAL = _____

Deposit being charged on the Credit card on ____/____/____ \$ _____

Cash Visa MC Amex Discover

Name on credit card _____

Credit card # _____

Exp date ____/____

Customer Signature _____

EQUIPMENT SCHEDULE A

Projector

Apple TV

2 Shure SM58 microphones

4 Shure SM57 instrument microphones

1 PreSonus Studiolive 16 channel digital mixer

1 Mackie Mix 8 analog mixer

Ipad for mixing downstairs

XLR cables

Instrument cables

Vocal mic stands

Instrument mic stands

Behringer Eurolive monitors

Klipsch mains: 1 system upstairs, 1 system downstairs

PDP Drum set including a kick, snare, rack tom, floor tom, foot pedal, hardware for cymbals,

(Everything needed except cymbals and drumsticks)

Power cables

2 Samson MD2 Pro Stereo Passive Direct Boxes