

TERMS OF AGREEMENT, Wild Flower Catering and Loft

DEFINITIONS As used herein, the following terms shall have the following meanings: "Event" is the banquet, reception, meeting, or other private function to be held at the Facility by the Patron; "Caterer" is Wild Flower Catering Loft; "Patron" is the person, corporation, entity, organization, or association contracting with the Caterer for the Event; "Facility" is "Wild Flower Loft" operated by Caterer at 4 South Euclid, Second Floor, St. Louis, MO 63108.

FOOD All food for the Event will be supplied, prepared, and served by the Caterer. Neither the Patron nor the Patron's guests shall be allowed to bring any food to, nor remove any food from, the Event.

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 the Patron's guests are allowed to bring any beverages to, nor remove any beverages from, an Event. The Caterer will not provide a cash bar, or bar-by-consumption, unless food and gratuity on the food totals \$35.00 or more per person. No event with a cash bar or bar-by-consumption will be scheduled for more than four hours. If one selects this type of bar, and would like their event to last longer than 4 hours, the event's bar charges must begin at open bar pricing, based on the guaranteed guest count, with only the LAST four hours billed at bar-by-consumption or cash bar rates.

GUARANTEES It is required that the Caterer be notified of the exact number of guests at least 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 quoted. 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 comparable 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 on 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 Facility prior to the beginning scheduled time of their event. Caterer will not host an event that will exceed more than 3 hours after dinner is completed. Patron, Patron's guests, and Patron's support staff, are required to depart from the Facility within 30 minutes of the conclusion of their event. If any of the aforementioned remains in the 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 NON-REFUNDABLE DEPOSIT has been received. This check must be payable to Wild Flower Catering. The deposit will be applied toward your final bill at full value. Patron must write the date of their Event in the memo portion of the check.

PAYMENTS Payment in full for pre-selected plated Events and buffet style Events are due no later than 5 days prior to the date of the Event. This payment is NON-REFUNDABLE. If the payment in full for the Event is not received at least 5 days before the event, (a) the Caterer's participation in and responsibility for the Event are terminated, (b) the Event is canceled, and (c) all money then in Caterer's possession shall be retained by the Caterer as liquidated damages.

CANCELLATIONS All cancellations must be made in written form and mailed via registered mail or e-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 cancelled 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 \$300.00 cancellation fee. If the Event slot cannot be re-booked, all deposits will be forfeited.

MINIMUM SPENDING REQUIREMENTS/ DEPOSIT REQUIREMENT:

Daytime (AM) Events must conclude by 4pm.

Sunday-Thursday PM Events: \$1000 Food & Beverage minimum; \$500 deposit.
Monday-Thursday AM Events: \$500 Food & Beverage minimum; \$100 deposit.
Saturday & Sunday AM Events: \$1000 Food & Beverage minimum; \$500 deposit.
Friday PM Event: \$2500 Food & Beverage minimum; \$1000 deposit.
Saturday PM Event: \$3500 Food & Beverage minimum; \$1000 deposit.

PRICES Facility rental fees shall be guaranteed when the Catering Terms of Agreement is signed. Food and Beverage prices are subject to change with guaranteed pricing 90 days prior to the event.

SERVICE CHARGE AND TAX Events are subject to a 25% service charge. For all events there is a facility/captain's fee. The fee is \$200 for an event lasting 2 hours or less. For each additional hour, \$25 will be added to the facility/captain's fee. The number of catering staff needed is based on the final guest count. In addition, all charges are subject to Missouri State Sales tax and St. Louis City tax.

WEDDING CEREMONY / FULL FACILITY There is an additional \$300 fee if a wedding ceremony or formal program is conducted in conjunction with the Event.

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Rental fees are exempt from the service charge but are subject to Missouri State Sales tax and St. Louis City tax. The rental fee for the entire facility (Patio, Bar, Restaurant, and Loft, April-October) is \$3,750. The rental fee for the entire facility (Patio, Bar, Restaurant, and Loft, November-March) is \$1,850.

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, weather, commodities or supplies, acts of war, or acts of God the Caterer is not able to perform its obligations under this agreement, such non-performance is excused and the Caterer may terminate this agreement without further liability of any nature upon return of the deposit of the Patron. The Caterer shall not be liable for any consequential damages for any reason whatsoever.

CONDUCT OF EVENT The Patron assumes full responsibility of all persons in attendance and for any damage done to any part of the Caterer'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 the Caterer 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.

MISCELLANEOUS Wild Flower Catering will not be responsible for any items belonging to Patron, Patron's agents, invitees, employees, or independent contractors. Any time a client requires linen for tables, other than our standard inventory, there will be a charge to the client for that linen. No exposed flames are permitted in the Facility. Candles surrounded by glass are acceptable.

MISCELLANEOUS In the event that this agreement is signed in the name of a corporation, partnership, association, club, or society, the person signing represents to the Caterer that he or she has full authority to sign such an agreement, 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 agreement. Only the person signing this agreement will be permitted to propose modifications to this agreement. The Patron hereby waives trial by jury in any litigation out of or in any way connected with this agreement or any breach thereof.

OUTSIDE VENDORS AND SUPPLIES The Caterer 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. The Caterer 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 the Caterer prior to the Event upon Patron's request and discussion.

BASIC EVENT AND PATRON INFORMATION

Event Date: _____ Day of Week: _____
Timing of Event: From _____ To _____
Type of Event: _____
Estimated Number of Guests: _____ (Initial Estimate)
Guest(s) of Honor: _____

NAME & MAILING ADDRESS OF PATRON:

Phone (_____) _____
Email address: _____

PATRON(S):

X _____
X _____
Signature(s) of Patron(s)
Date Signed: _____

CATERER: Wild Flower Catering

4590 Laclede Avenue, St. Louis, MO 63108

By: _____
Loft Representative
Date Signed: _____

PAYMENTS RECEIVED

Date _____ Date _____ Date _____
Check# _____ Check# _____ Check# _____
Amt: _____ Amt: _____ Amt: _____