



**Event Contract - Tentative**  
 Event Planner -Loren Wehrley  
 LWehrley@mchalecatering.com

(859) 442-7776

<b>Client/Organization</b>	<b>Event Date</b>	<b>Booking Contact</b>	<b>Booking Email</b>	<b>Event #</b>
Boone County High School	12/11/2021 (Sat)	Miller, Angel	angel.miller@boone.kys	E35594
<b>Address</b>		<b>Booking Cell</b>	<b>Booking Tel</b>	<b>Pin Guests</b>
			(859) 609-8682	175
<b>Party Name</b>	<b>Theme</b>	<b>Event Planner</b>	<b>Room</b>	
Boone County High School Senior Di	School	Loren Wehrley	Gardens Vista Event	

		Venue			
<b>Banquet Room</b>	<b>Start</b>	<b>End</b>	<b>Date</b>	<b>Description</b>	
Vista Room	7:00 pm	11:00 pm	12/11/2021-Sat		

**Setup Notes**

2020 NOTES SUBJECT TO CHANGE

**Agenda**

Onsite contact name and number: Angel 859-609-8682

Host to set up @ 6:00pm - 6:15pm

Presentation start and end: Announcing of the Court/Crowning King and Queen @ 10:00pm

Beverage service during presentation: Yes

Clear tables during presentation: Yes

**Room setup**

(See Room Diagram)

Room Name: Vista room

Table type: Rounds of 10

Registration table: Yes set with three chairs

Buffet: Yes

Dessert Station: Yes

Bar: Yes

Speaker table: No

Head table: No

Reserved tables: No

Assigned seating: No

**Table setup**

Centerpieces:

Napkin color/fold: Red/Flat  
Tablecloth color/length: Black/Overlay  
Chair Covers: No  
Place setting to include: 1 fork, 1 knife, linen napkin

AV: No

Other vendors coming in  
Vendor Name/Contact Name/Number:  
Setup Time:

Food/Service Items			
Food/Service Items	Price	Qty	Total
2020 MENU - OK TO CHANGE FOR 2021 if you would like			
Minimum spending requirement- \$6,000			
Room Rental	\$800.00	1	\$800.00
Sports Banquet Package Served on China and Flat Fold Napkin	\$12.50	175	\$2,187.50

Kids arrive 7:00pm - 7:30pm

Open Buffet @ 7:30pm  
Captain's Call  
Boneless Breast of Chicken Marinated in Italian Seasonings  
Italian Mostaccioli  
Mashed Potatoes  
Corn  
House Salad - set on buffet  
Fresh Baked Dinner Rolls and Butter

Coffee, Tea and Soft Drinks

Host will provide a variety of desserts (cupcakes, cookies, cheese cakes, eclairs). McHale's to place on dessert table  
\*\*\*\*Please make a plate of desserts for the chaperones and place on their table

Announcement of the Court will take place @ 10:00pm

Staff Charges  
Subject to change based on final details

## E35594 - Boone County High School

Chef (1 @ 5 hours)	\$27.00	5	\$135.00
Banquet Manger (1 @ 6.5 hours)	\$24.00	6.5	\$156.00
Beverage attendants (2 @ 6.5 hours)	\$20.00	13	\$260.00
Servers (5 @6 hours)	\$20.00	30	\$600.00
Dishwasher (2 @6 hours)	\$20.00	12	\$240.00

### **Policy Statement**

#### **DEPOSIT AND CANCELLATIONS**

Deposit transferred from 2/5/2021 event.

All deposits are non-refundable. If the event is canceled within 6 months of the event date, the host is responsible for 50% of the minimum spending requirement.

#### **GUARANTEED PRICING**

The following Banquet Package Prices have been guaranteed for your event. Please note Ala Carte and Bar Pricing are not guaranteed.

#### **FINAL ARRANGEMENTS**

An Event Planner will contact you three months prior to your event to schedule a time to finalize the details of your event.

A guaranteed number of guests, final menu and final room layout are required on 1/22/2021. If a change is made to the event after this date, there will be a charge of \$50 for each change made.

If the number of guests exceeds the guaranteed number given, the host will be charged 150% for the additional guests. McHale's Events and Catering will be prepared to handle an additional 5% over the guaranteed number of guests given with a maximum of 10 guests.

Please note walk-ins will not be allowed unless it is arranged in advance with the Event Planner.

#### **EVENT SET-UP/DECORATIONS**

All items brought into the facility must meet the approval of McHale's Events and Catering. The use of bubbles, confetti, glitter, glitter tulle, loose gems, sparklers and open flames is prohibited. McHale's Events and Catering does not allow decorations that will leave permanent damage to the room. An additional fee may be charged if permanent damage does occur. Food can only be brought into the facilities with prior approval from management.

No children are permitted during set-up for liability reasons. McHale's Events and Catering will allow the host to use needed supplies, but asks that they are returned.

If your event requires excessive set-up time, additional staff charges may apply. All items wrapped in plastic or in boxes must be unwrapped and ready to be set on tables. These items include but are not limited to favors, cameras, votives, and candles.

Inventoried banquet tables will be available for the hosts use for auction items, etc. If additional tables are needed, there will be a charge of \$5.00 per table. A charge for linens and skirting for auction tables may also apply.

Your Event Planner will contact all outside vendors to arrange for set-up and break-down times. Please feel free to have them call us at any time with questions about our facilities.

#### **LIQUOR/SMOKING POLICY**

Due to all McHale's Events and Catering Facilities being licensed facilities, Kentucky State Law forbids alcoholic beverages to be brought into the facilities. Kentucky State Law forbids guests under 21 years of age to consume alcoholic beverages. Guests who are known to be intoxicated will not be served alcoholic beverages.

All McHale's Events and Catering Facilities are non-smoking facilities.

**PAYMENT TERMS**

McHale's Events and Catering accepts checks, credit cards and cash. For your convenience, please contact your planner to schedule payments made in person for credit card, check or cash payments. Check payments can also be mailed to The Garden's of Park Hills location.

McHale's Events and Catering  
1622 Dixie Highway  
Park Hills, Kentucky 41011  
Main 859.442.7776  
Fax 859.291.9663

Credit card payments can be made at any of our venues including The Cincinnati Club, The Grand Ballroom, The Pinnacle Ball Room and The Gardens of Park Hills.

Payment in full is required on 11/26/2021

Clients must initial the below information

\_\_\_\_\_ I am aware of the minimum spending requirement and how it can be reached.

\_\_\_\_\_ I am aware that complete finalization (including break down of guest count, menu, room layout and payment) is due 10 business days prior to my event.

Subtotal	\$4,378.50		
Service Charge	\$0.00		
Tax	\$0.00	Paid	\$500.00
Total Value	\$4,378.50	Balance	\$3,878.50

**Payments**

Date	Payment	Method
6/29/2021	\$500.00	ck#23497 BCHS

Thank you for selecting McHale's Events and Catering for your event. Please review the Contract as well as the Policy Statement. Please make any necessary changes. If no changes are necessary, please sign the Contract and return within seven days of the date of the Contract. A deposit for your event with McHale's Catering LLC is required the day the Contract is drawn up. Please keep a copy of the contract for your records. By signing the Contract, the host agrees that all of the information in the Contract is true and correct. If you have any questions, please feel free to call the Sales Representative at any time.

Client: \_\_\_\_\_ Date: \_\_\_\_\_

Sales Rep: \_\_\_\_\_ Date: \_\_\_\_\_

**Official McHale's Events and Catering TOS. We cut the legalese as much as possible and simplified everything for a short and understandable read.**

## 1. Acceptance of the Terms of Service

Welcome to **McHale's Events and Catering** (a.k.a. "we" or "us" or the "Company"). We are excited to have you as user and member of the community. The following terms and conditions (collectively, these "Terms of Service") apply to your use of [mchalescatering.com](https://mchalescatering.com), including any content, functionality and services offered on or via [mchalescatering.com](https://mchalescatering.com) (the "Website"). The Terms of Service also include our [Privacy Policy](https://mchalescatering.com/privacy-policy/), that you can review here: <https://mchalescatering.com/privacy-policy/>.

We want to keep our relationship with you as lean and informal as possible, but please read the Terms of Service carefully before you start using McHale's Events and Catering, because **by using the Website you accept and agree to be bound and abide by these Terms of Service.**

This is a very standard provision for a site like McHale's Events and Catering: since you don't need to register to access most of our services, we have to disclaim some things in advance (like the fact that our site might experience downtime, that we don't give legal advice, etc.). Our Terms are linked on every page of the site, according to the industry standard, to be easily found.

Should you disagree with some of the provisions herein, you can either leave the Website (although we'll be sad to see you go!), or contact us at [info@mchalescatering.com](mailto:info@mchalescatering.com). McHale's Events and Catering is all about collaborating for improving legal documents, and we'll be happy to hear your comments and suggestions.

## 2. Changes to the Terms of Service and the Website

McHale's Events and Catering is a work in progress, meaning that a lot will change in the near future. We reserve the right to update the Website and these Terms of Service from time to time, at our discretion. We will make sure to announce any major change. Of course, this document is public on McHale's Events and Catering. **Your continued use of the Website following the publishing of updated Terms of Service means that you accept and agree to the changes.**

## 3. Accessing the Website, Security and Privacy

We are working hard on improving McHale's Events and Catering, but we can't guarantee that the Website will be up and running 24/7. We also reserve the right to suspend or restrict access to some features to users. In any case, we will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period, nor for any data loss.

It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete. In the future, you may be asked to provide certain registration details or other information.

We also do not guarantee that the Website or any content provided on the Website is error free. We manage your personal data according to our [Privacy Policy](https://mchalescatering.com/privacy-policy/).

## 4. Intellectual Property Rights and Use Guidelines.

The Website and its original content, features and functionality are owned by McHale's Events and Catering and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. This means that McHale's Events and Catering's design, features and original copy (e.g. our About page or blog) are covered by copyright. You agree to not copy, modify, create derivative works of, publicly display, publicly perform, republish, any of our copyrighted material, except to the extent permitted by the Website itself. If you have doubts about whether and how to use of material on the Website, please address your concerns to: [info@mchalecatering.com](mailto:info@mchalecatering.com).

For purposes of these Terms of Service, the term "Content" includes, without limitation, information, data, text, photographs, videos, audio clips, written posts and comments, software, scripts, graphics, and interactive features generated, provided, or otherwise made accessible on or through the Website. For the purposes of these Terms of Service, "Content" also includes all User Content (as defined below).

All Content added, created, uploaded, submitted, distributed, or posted to the Website by users (collectively "User Content"), whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such User Content. You represent that all User Content provided by you is accurate, complete, up-to-date, and in compliance with all applicable laws, rules and regulations. You acknowledge that all Content, including User Content, accessed by you using the Website is at your own risk and you will be solely responsible for any damage or loss to you or any other party resulting therefrom. We do not guarantee that any Content you access on or through the Website is or will continue to be accurate.

By submitting public User Content through the Website, you hereby do and shall grant us a worldwide, non-exclusive, perpetual, royalty-free, fully paid, sublicensable and transferable license to use, edit, modify, reproduce, distribute, prepare derivative works of, display, perform, and otherwise fully exploit the User Content in connection with the Website and our (and our successors' and assigns') businesses, including without limitation for promoting and redistributing part or all of the Website (and derivative works thereof) in any media formats and through any media channels (including, without limitation, third party websites and feeds). You also hereby do and shall grant each user of the Website a non-exclusive, perpetual license to access your User Content through the Website, and to use, edit, modify, reproduce, distribute, prepare derivative works of, display and perform such User Content. For clarity, the foregoing license grants to us and our users does not affect your other ownership or license rights in your User Content, including the right to grant additional licenses to your User Content, unless otherwise agreed in writing. You represent and warrant that you have all rights to grant such licenses to us without infringement or violation of any third party rights, including without limitation, any privacy rights, publicity rights, copyrights, trademarks, contract rights, or any other intellectual property or proprietary rights.

We do not guarantee that any Content will be made available on the Website. We reserve the right to, but do not have any obligation to, (i) remove, edit or modify any Content in our sole discretion, at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such Content or if we are

concerned that you may have violated these Terms of Service), or for no reason at all and (ii) to remove or block any Content from the Website.

You are permitted to use the Website for your personal, non-commercial use, or legitimate business purposes, provided that your activities are lawful and in accordance with these Terms of Service. Prohibited uses include violation of laws and regulations, hacking the Website in any manner, or violating the Content Standards set below. No right, title or interest in or to the Website or any content on the site is transferred to you, and all rights not expressly granted are reserved. Any use of the Website not expressly permitted by these Terms of Service is a breach of these Terms of Service and can lead to account termination.

We encourage your feedback, in the form of reviews, comments, and suggestions or recommendations for modifications, improvements or changes to the Services or the Site that you may choose in your sole discretion to provide us from time to time ("Feedback"). When you provide Feedback, you grant us, under all right, title and interest in and to the Feedback, a non-exclusive, royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use that Feedback or to incorporate it into the Website or other products or services.

The Website may contain Content specifically provided by us, our partners or our users and such Content is protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws. You shall abide by and maintain all copyright notices, information, and restrictions contained in any Content accessed through the Website.

## 5. Law and Copyright Infringement

We do not undertake to review all material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications or content provided by any user or third party. In the unlikely event we receive a disclosure request from an authorized party, we reserve the right to disclose user identities when required to do so by the law, including in response to a law enforcement request supported by a valid court order. You waive and hold harmless the Company from any claims resulting from any action taken by the Company during or as a result of its investigations and from any actions taken as a consequence of investigations by either the Company or law enforcement authorities.

If you believe that any User Content violate your copyright, please follow the procedure set forth by article 512(c) of the DMCA and provide us a written takedown notice including the following information:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.

3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material.
  4. Information reasonably sufficient for us to contact you, such as email, address, telephone number.
  5. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
  6. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- The notice should be addressed to [info@mchalescatering.com](mailto:info@mchalescatering.com), or via snail mail to DMCA Designated Agent, c/o McHale's Events and Catering, 1622 Dixie Hwy, Park Hills, KY 41011, USA.

## 6. Disclaimer of Warranties, Limitations of Liability and Indemnification.

**Your use of McHale's Events and Catering is at your sole risk. The service is provided "as is" and "as available".** We disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. We are not liable for damages, direct or consequential, resulting from your use of the Website, and you agree to defend, indemnify and hold us harmless from any claims, losses, liability costs and expenses (including but not limited to attorney's fees) arising from your violation of any third-party's rights. You acknowledge that you have only a limited, non-exclusive, nontransferable license to use the Website. Because the Website is not error or bug free, you agree that you will use it carefully and avoid using it in ways which might result in any loss of your or any third party's property or information.

## 7. Geographic Restrictions

For now, we provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible, appropriate or legal outside of the United States. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

## 8. Governing Law and Jurisdiction

These Terms of Service and any dispute or claim arising out of, or related to them, shall be governed by and construed in accordance with the internal laws of the State of Kentucky without giving effect to any choice or conflict of law provision or rule.

Any legal suit, action or proceeding arising out of, or related to, these Terms of Service or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Kentucky.



## 9. Waiver and Severability

Our failure to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service constitutes the entire agreement between you and McHale's Events and Catering and govern your use of the service, superseding any prior agreements (including, but not limited to, any prior versions of the Terms of Service). If any provision of these Terms of Service is held by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Service will continue in full force and effect.

### **GET IN TOUCH**

1622 Dixie Hwy, Park Hills, KY 41011

859.442.7776

[info@mchalescatering.com](mailto:info@mchalescatering.com)