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Event Date: Monday, 05-15-2023

Last Modified Date: 10-26-2022 09:28 AM  
Booking Id Number: 0062R00000xsZDvQAM  
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## Ignite Institute Outing BUYOUT - TAX EXEMPT Florence



Guests 250

Dave & Buster's Address	Event Date	Event Area	Set Up
[[SertifilInitial_1]]781 Heights Blvd., Florence, KY 41042	Mon, May-15-2023 07:00 PM to 11:00 PM[[SertifilInitial_1]]	Close Out	Banquet

### EAT & DRINK:

#### ALL - Food Service portioned per person

Please note that food is portioned per person and quantities are prepared based on the number of guests contracted. Portions are finite and not replenish-able. Additional charges will apply if more food is requested and extra servings are subject to availability. Your Food Service Time listed cannot be adjusted the day of your event due to the volume of events hosted daily. For questions about your Food Service, please contact your Special Events Representative.

Food Service Time: \_\_\_\_\_

#### Proposal Only

PROPOSAL ONLY: Please review this proposal as an example of the food and fun we can provide for your event! Note that anything you see here can be modified in any way that you'd like. Please let us know if what's listed doesn't meet your price point, event needs, or preferences! We pride ourselves on being flexible, so don't hesitate with any request!

#### DYO Appetizer

##### Items:

*Garlic Parmesan Truffle Fries*  
*Fresh Fruit Display*  
*Chicken Cantina Nachos*  
*Baked Cheeseburger Sliders*  
*Chips w/ Guac, Queso & Salsa*

### PLAY:

#### Events Step 2 Power Card \$15

Power card including 75 chips

#### Unlimited Video Game Play Add-On

Power Cards with Unlimited Video Game Play are good for non-redemption games ONLY. Your unlimited video game play will begin at the first swipe of the power card and

1 @ \$0.00 \$0.00

1 @ \$0.00 \$0.00

250 @ \$25.50 \$6375.00

250 @ \$15.00 \$3750.00

250 @ \$5.00 \$1250.00

will be available till the location closes on the day of your event. The unlimited video game play will deactivate at the end of the day on your event date. **UNLIMITED VIDEO GAME PLAY NOTE:** The unlimited video game play feature will be available for your guests the entire day! (Excludes ticketed, specialty & crane games which can be accessed with the chips on the game card) This feature includes the car racing games like Mario Kart, Shoot 'em Up Games like The Walking Dead and Tomb Raider, Air Hockey, our virtual Roller Coaster Typhoon, Guitar Hero, PacMan Battle Royale, and many others.

Area Rental

1 @ \$1000.00

\$1000.00

Guest Count (Headcount) for this Event Area: **FINAL NUMBER TO BE DETERMINED**

**MINIMUM: 150 MAXIMUM: 300**

## PARTY DETAIL NOTES:

### General Contract Note :

Dave and Buster's requires a non-refundable 50% deposit and signed contract before an event can take place. The remaining balance is due in its entirety at the conclusion of the event.

Final guest count is due five (5) business days (Monday-Friday) prior to the event. If a final guarantee is not received by this date, the host will be charged based on the original details of the signed contract.

**EVENT AREA:** Event area must be released at the expiration of the contracted rental time. Should guest wish to extend the reservation, the manager on duty must give verbal approval.

**DECORATIONS:** We do not allow decorations of confetti, glitter, silly string, small particle items or open flames (candles, tea lights, etc). Under no circumstance is anything to be adhered to the walls in spaces.  
No tape, tacks or 3M products allowed.

**OUTSIDE FOOD:** We do not permit any outside food, beverages or dessert items (except a regular non-ice cream store bought sheet cakes for birthdays and anniversaries) brought in from the outside.

**ITEMS LEFT BEHIND:** If decorations or other items are left behind, D&B will not be responsible for these items. If something is found, we will try to hold it for up to 48 hours. After that the items will be discarded.

**PAYMENT:** For your protection, Dave and Buster's does not keep credit card information on file. Please ensure that you have a form of payment to pay your event balance upon the conclusion of your event. You may pay the remaining balance with cash, credit card or company check. We do not accept personal checks.

**VALID I.D.'s REQUIRED:** Dave & Buster's is licensed as a restaurant and bar, therefore we card all guests at the door and/or bar. Each guest will need to make sure they bring their valid ID.

**UNDERAGE POLICY:** For admission, underage guests must be accompanied by an adult or guardian. Minor Policy age varies by location. A guardian is a person of 25 years of age or older who agrees to be responsible for the conduct, supervision and safety of the underage guest. One party or guardian can accompany up to a maximum of six underage guests. Any person under the age of 21 caught drinking alcoholic beverages will be immediately removed from the premises. Underage guests must remain with their parents or guardian at all times.

### ALL - Revenue minimum :

There is a revenue minimum requirement for this event in the amount of \$XXX prior to tax and gratuity. Only items paid for by the event host count towards the required revenue minimum. If minimum is not reached the difference will be added to the final bill.

### COVID-19 Clause :

Guest has the ability, upon written request, to receive a full credit of deposit for this event if a cancellation is necessary not less than fourteen (14) days prior to the event due to COVID-19. Rescheduled event credits can be used for an event that takes place within 90 days of the original event date. D&B has the right to cancel this event at any time due to COVID-19, and in this circumstance, shall make a full refund to the guest.

Mask mandates vary by location. Please check with your local store for specific details.

Despite government mandates to close Dave & Buster’s restaurants due to the national pandemic health crisis, Dave & Buster’s enters into this agreement with complete intent to be fully operational by event date listed on contract. Should Dave & Buster’s determine that it is unable to execute this contract as outlined, due to an unexpected delay of, or inability to open, a lack of supplies or resources, a diminishment of labor force or manpower, governmental order or decree, force majeure event, or for any other reason, Dave & Buster’s, in its sole and subjective discretion, has the right to cancel or reschedule this event as necessary. In such cancellation circumstance, any secured deposits would be refunded to Guest in full. In the event the parties mutually agree to reschedule the event, a new date will be selected by mutual agreement of the parties, and any deposit will be applied to any such rescheduled event.

**Generic - Event Notes :**

Specific Set Up requests including tables or audio visual equipment must be discussed with your sales manager prior to confirming event with signature and deposit to ensure space availability.

**Summary of all charges**

Deposit Due:	\$6187.50	Subtotal:	\$12375.00
Payments Made:	\$0.00	Admin Fee:	\$371.25
Remaining Balance:	\$14860.58	Tax:	\$0.00
		Suggested Gratuity:	\$2114.33
*Administrative Fee subsidizes necessary labor costs associated with current safety measures required to execute group events.*		Grand Total:	\$14860.58





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#### RESERVATION AND DEPOSIT

Reservations are tentative and therefore may be canceled by Dave & Buster's at any time until a signed contract and deposit are received by Dave & Buster's. Deposits are applied to the balance and the entire balance is due on the event date. Please see above contract details for deposit amount due.

#### CANCELLATION POLICY

In the event the Host cancels this Dave & Buster's Special Event Contract (the "Agreement") prior to the initial arrival date of the event, Dave & Buster's will necessarily incur damages including, but not limited to, turning away other group events and the ancillary revenue associated with those events. Notwithstanding any other provisions of this Agreement, the Host shall have the right to cancel this Agreement, without cause, upon written notification to Dave & Buster's at any time prior to the event and upon payment of the amount expressed below:

Notice and payment received between signature and 30 days prior to event date: 50% of greater of the revenue subtotal or any required revenue minimum

Notice and payment received between 7 and 29 days prior to event date: 75% of greater of the revenue subtotal or any required revenue minimum

Notice and payment received between 0 and 6 days prior to event date: 100% of greater of the revenue subtotal or any required revenue minimum

No-show will be responsible for the full contracted value of the event. The parties agree that the sums are not a penalty, but represent a reasonable effort on behalf of Dave & Buster's to establish its loss prospectively and represent liquid damages. Such payment shall be made by certified check or credit card and shall accompany notice from the Host to cancel this agreement. Any attempt to cancel without the inclusion of payment, as set forth above, shall be invalid.

#### CANCELLATION ON BEHALF OF DAVE & BUSTER'S

Dave & Buster's reserves the right to cancel any event at its facility upon a determination, in Dave & Buster's sole discretion, that (i) the event violates the Restrictions set forth in the foregoing paragraph, (ii) the Host misrepresented the event in any way (to Dave & Buster's or any other party) or (iii) the event would be harmful to Dave & Buster's and/or its guests. In the event of such cancellation, Dave & Buster's will refund all prepaid deposits in full for cancelled event in question.

#### RESTRICTIONS

Host understands and agrees that it shall not assign this Agreement, nor subcontract or resell the rights and benefits provided hereunder, nor act as a promoter for the event, including but not limited to selling tickets, charging admission/cover charges or seeking donations in lieu thereof; and that the event shall be conducted as described in this Agreement.

#### HOUSE POLICIES

Dave & Buster's House Policies, including certain restrictions regarding minors, apply. These restrictions include the following: guests under the age of 21 (legal drinking age) are not allowed to consume alcohol under any circumstances; guests under the minimum age as determined by each location must be accompanied by a parent or guardian, generally defined as a person 25 years of age or older, who agrees to be responsible for the conduct and safety of the underage guest; each parent or guardian can accompany a maximum number of underage guests determined by each location; and underage guests must remain with their parent or guardian at all times. (Please note that at our Milpitas and Ontario, CA locations, all guests under the age of 21 must be accompanied by a parent or guardian who is 30 years of age or older and must leave the facility no later than 11:00pm; and at various locations guests under the age of 21 must be accompanied by a parent or guardian who is 25 years of age or older and must leave the facility no later than 10:00pm) Check with your location for details. VALID I.D. REQUIRED: Dave & Buster's requires identification for all guests under 25 years.

#### FOOD AND BEVERAGE

Host understands that consuming raw and undercooked meats, poultry, fish/shellfish or eggs may increase the risk of foodborne illness, especially if a guest has certain medical conditions. Any food remaining at the conclusion of the event may be taken off premises. Host acknowledges that the handling and storage of any leftover food items are the Host's sole responsibility and Host agrees to release and hold Dave & Buster's harmless from any and all claims arising from the preparation and consumption of leftover food items. Foods left behind after the event's party will be discarded. Buffets are portioned per person and quantities based on the contracted number of guests. Buffet portions are finite and not replenishable. Additional charges will apply if more food is requested by Host, and extra servings are subject to availability. Dave & Buster's does not allow outside food of any kind to be brought into the facility without prior written approval. As a responsible server in accordance with state and local beverage regulations, we reserve the right to monitor and limit consumption of alcoholic beverages. It is customary to leave a gratuity for your service team, which will be shared among the servers, bartenders, and support team who work to ensure your event exceeds your expectations. To aid in your planning, a voluntary suggested gratuity of 18% of the subtotal is included in the event total in this document. For your convenience, the suggested gratuity amount will be included on the receipt you receive the date of the event. You may change the gratuity amount on the date of your event by adjusting the gratuity amount on your credit card slip or adjusting the amount of any cash gratuity. Pricing is subject to change.

#### NUMBER OF GUESTS ATTENDING THE EVENT

Final guest count must be received to the store no later than five (5) business days (Monday - Friday) prior to the event. In the event we do not receive final count by this date, we will prepare for the original contracted amount and charge guest accordingly. If, on the day of the event, the attendance varies from the final count, the Host will be charged based on the greater number of guests. There will be a minimum count required for each event.

#### PAYMENTS

Host is responsible for all payments due under this Agreement upon the conclusion of the event. Once a credit card is charged for full or partial, Dave & Buster's is unable to refund the credit card at a later date or accept alternate payment. D&B Rewards Qualifying Purchases shall not include Special Events, including Party Rental, Room Charge, Mystery Dinner Show fee and deposits, prepaid deposits, accounts receivable and/or promotional events. (see D&B Rewards official rules at daveandbusters.com) Dave & Buster's does not accept gift cards or personal checks for payment of amounts due under this Agreement. LIMITATION OF LIABILITY Neither party shall be liable to the other for any indirect, special, incidental, punitive or consequential damages or lost profits arising out of or relating to this agreement. Further, in no event shall Dave & Buster's aggregate liability arising out of or relating to this Agreement exceed the amounts paid by Host hereunder.

#### AGREEMENT

I, the undersigned Host or agent for Host, do hereby agree to the terms and conditions set forth herein. If I am an agent of the Host, I hereby state that I am able to enter into this Agreement on behalf of the Host.

\_\_\_\_\_  
Host (Signature)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date Signed

[[SertifiSStamp\_1]]

\_\_\_\_\_  
Dave & Buster's Representative (Signature)

\_\_\_\_\_  
Date Signed

