

**DEPOSIT AGREEMENT**

**Client Information**

Name: \_\_\_\_\_ Telephone 1: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone 2: \_\_\_\_\_

Address: \_\_\_\_\_ Email: \_\_\_\_\_

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THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between, \_\_\_\_\_ ("CLIENT") and Bacchanalia, LLC ("BACCHANALIA") located at 12450 Newton Street, Overland Park, KS 66213.

The above parties hereby agree as follows:

1. DEPOSIT AMOUNT. CLIENT will deliver, with the signing of this agreement, a payment (the "Deposit") in the amount of 50% of the agreed to fee or \$500.00, whichever is less to BACCHANALIA.

Please deliver \$ \_\_\_\_\_ to BACCHANALIA for deposit.

2. EVENT DATE. BACCHANALIA will reserve the banquet facilities located at 12450 Newton Street, Overland Park, KS 66213 for CLIENT's event to be held on the \_\_\_\_\_ of \_\_\_\_\_, 2006.

2.(Alternate) EVENT DATE. BACCHANALIA will reserve the necessary provisions, equipment and personnel to cater the CLIENT's event to be held on the \_\_\_\_\_ of \_\_\_\_\_, 2006 at the following location: \_\_\_\_\_

3. CANCELLATION BY CLIENT. CLIENT may terminate this Agreement at anytime by forfeiting the entire Deposit. CLIENT will be entitled to a refund of the Deposit if BACCHANLIA is able to book a replacement event on the same day as CLIENT'S EVENT DATE stated in item 2 above. If BACCHANALIA is able to fill CLIENT'S EVENT DATE, then a full deposit refund will be issued to CLIENT within 30 days of the EVENT DATE.

4. CANCELLATION BY BACCHANALIA. BACHANALIA may terminate this Agreement by providing CLIENT thirty (30) days prior written notice of its intent to cancel the agreement. Upon termination by BACCHANALIA, CLIENT shall be entitled to a full refund of the Deposit within 30 days of notice of cancellation.

5. INDEMNIFICATION. Each party to this Agreement (the "Indemnifying Party") agrees to indemnify and hold harmless the other party (the "Indemnified Party") and its directors, officers, agents, and employees from and against any and all liabilities, suits, claims, losses, damages, costs, attorneys' fees, and expenses whatsoever from any willful or negligent act or omission of the Indemnifying Party, its agents or employees during the performance of any of the activities provided for in this Agreement.

The parties have caused this Agreement to be executed the date set forth below.

BACCHANALIA

RENTOR

BY \_\_\_\_\_

BY \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_