



Event Services Agreement

This Event Services Agreement (hereinafter "Agreement") is entered into as of this _____ day of _____ 2025 (the "Effective Date") by and between: IOC-Boonville, Inc., having an address of 100 Isle of Capri Boulevard, Boonville, Missouri 65233, (hereinafter referred to as "Owner) and _____ having an address of _____ (hereinafter referred to as "Sponsor),for the purpose of the following event: _____ (hereinafter referred to as "Event").

Terms and Conditions

In consideration of the use of facilities and purchase price as described below, Owner and Sponsor agree to the following:

- 1) **License to Use Event Facilities.** Sponsor agrees to purchase from Owner a license to utilize the event meeting space and services (hereinafter "Event Space") as defined in Exhibit A to this agreement at Owner's facility for the Event. Sponsor has examined Owner's facilities as defined in Exhibit A of the Agreement, and Sponsor has found such facilities suitable for the Event. Sponsor agrees to the conditions set forth in Exhibit A with respect to no media outlets whatsoever being allowed at the event. Sponsor agrees to the conditions set forth in Exhibit A with respect to only being allowed one directional sign that will be located in the hotel lobby. Sponsor agrees to sign Exhibit A two weeks prior to event date on _____ in order to confirm any and all needs of event. Sponsor understands that no changes in regards to final count or food and beverage orders are to be made beyond this point. If any changes occur, Sponsor will be charged accordingly.
- 2) **Set Up, Removal, and Conditions of Use of Event Space.** Except for setup assistance to be provided by Owner in accordance with Exhibit A of the Agreement, Sponsor is responsible for all set up work for the Event. Promptly after the Event (and, in any case, by no later than 1:00 am on the day immediately following the final date of the Event), Sponsor shall remove all property brought to Event Space. Sponsor may not attach items to floors, walls, or ceilings of Event Space without prior approval of Owner. Sponsor shall not place glitter or confetti in Event Space. Sponsor shall be liable to Owner for the reasonable cost of repair and/or replacement of Owner's property (including but not limited to Event Space) damaged by Sponsor or attendees of Sponsor's event. Sponsor shall be solely liable for the loss, theft, or damage to any property belonging to Sponsor or attendees of Sponsor's event. The use of pyrotechnics, fireworks, or any other materials or devices that could initiate flames or fire is prohibited. Sponsor shall keep fire exits and aisles clear of obstruction. Owner and Sponsor will agree to a maximum headcount and amount of Event Space needed, based on the Sponsor's needs, at the time this agreement is signed.

Maximum headcount: _____ **guests**

- 3) **Purchase Price.** In consideration of the license to use Event Space, Sponsor shall pay to owner the initial purchase price, taxes, service charges and costs associated with the variable cost additional services as defined in Exhibit A of the Agreement and hotel room fees as described in Exhibit B of the Agreement Sponsor agrees to tender payment as follows:
 - a) A deposit of 30% of **estimated total bill:** _____ (hereinafter "Deposit") is due and payable in immediately available funds upon execution of this Agreement. The Deposit will be credited against the Event purchase price unless Sponsor cancels

Initials:

Owner _____

Sponsor _____



Event Services Agreement

its proposed Event in writing at least 60 days prior to the Event date, in which case deposit will be refunded to Sponsor. If event is cancelled 30 to 59 days prior to first Event date, 75% of Deposit will be refunded to Sponsor. If Event is cancelled 14 days or less prior to first Event date, the Deposit will be fully retained by Owner as liquidated damages to cover its cost associated with holding a reservation for the Event.

- b) Owner reserves the right to cancel the Event and Sponsor agrees to remove itself, its property and all its affiliates from the Owner's premises immediately upon request if: i) Sponsor is in breach of any provisions of this Agreement; ii) Sponsor fails to comply with any local, state or federal law; iii) Sponsor causes disruption to Owner's business or customers, as determined by Owner in its sole discretion; or iv) if Owner receives information during or prior to the Event, which leads Owner to believe, in its sole discretion, that Sponsor intends to cause disruption to Owner's business or customers, fail to adhere to all laws, or default in its obligations hereunder. If Owner terminates the Agreement under provisions i, ii, or iii of this Section, Sponsor's deposit shall be forfeited in full.
- c) Initial payment for the Event (hereinafter "Initial Payment") will be due one (1) month after deposit is due to Owner. The initial payment will be another thirty percent (30%) of the estimated total bill. Options for Initial Payment are cash, credit card, and direct bill. If Sponsor chooses the direct bill option, an application will be sent to Sponsor to complete and send back at least one month prior to the Event date for approval. All other alternative payment options, including credit, must be submitted to and approved by the property finance team upon turning in this Event Agreement with deposit.
- d) Remainder of payment (hereinafter "Final Payment") will be due two (2) weeks prior to Event date. Options for final payment are cash, credit card, and direct bill. If Sponsor chooses the direct bill option, an application will be sent to Sponsor to complete and send back at least one month prior to the event date for approval. All other alternative payment options, including credit, must be submitted to and approved by the property finance team upon turning in this Event Agreement with deposit.
- e) Services such as a "Host Bar" will be invoiced immediately following the Event. Sponsor must pay Owner prior to leaving Event Space.
- f) Sponsor will pay a daily room rental fee of \$_____
- g) All food and beverage is separate cost from room rental fee.
- h) If variable cost additional services (hereinafter "Variable Costs") are provided by Owner, Owner shall provide Sponsor with an invoice for the Variable Costs within 30 days of the final day of Event date. Variable Costs shall be calculated in accordance with Exhibit A of the Agreement. Owner's records related to the Variable Costs incurred in conjunction with the Event shall be conclusive absent manifest error.

Initials:

Owner_____

Sponsor_____



Event Services Agreement

- 4) **Food and Alcohol Policy.** Sponsor shall not be permitted to bring outside food or alcoholic beverages into Event Space. Sponsor shall not be permitted to remove extra food or alcoholic beverages from Event Space during the course of or upon conclusion of Event.
- 5) **Hotel Rooms.** Owner agrees to provide Sponsor with the hotel rooms and room rate structure as provided on Exhibit B of the Agreement.
- 6) **Use of Space, Permits, Licenses and Regulations.** Sponsor agrees that the meeting space shall be used only for the Event listed herein and shall not cause any business interruption or inconvenience to Owner or its customers during Sponsor's use of the Event Space. Sponsor will obtain all special permits and/or licenses necessary for the Event (not including the customary permits and licenses necessary for Owner's business operations), and will provide such documents or other proof as may be necessary or required by Owner. Sponsor will comply with all Missouri gaming statutes and regulations while on Owner's premises and will ensure such compliance from each attendee of the Event. Sponsor agrees to comply with any CDC guidelines required by Seller.

Sponsor hereby represents and warrants that Sponsor is not in any way engaged in the manufacture, sale, possession, facilitation or consumption of marijuana during an event held on a licensed casino property in violation of U.S. or State law. Sponsor acknowledges that if it is discovered that Sponsor is engaged in the manufacture, sale, possession, facilitation or consumption of marijuana during an event held on Caesars' licensed casino property, in violation of U.S or State law, Owner may immediately cancel the event and shall have no liability whatsoever in connection with such cancellation.

- 7) **Indemnification and Release.** Sponsor agrees to the following terms of indemnification and release:
 - a) Sponsor agrees to indemnify, defend and hold Owner and its officers, affiliates, members, agents and employees harmless from and against any and all actions, causes of action, losses, injuries, liabilities, penalties, fines, damages, claims, demands, costs and expenses of any kind (including attorneys' fees), incurred by or asserted against such parties, arising out of or relating to, either directly or indirectly, the Event (other than such actions, causes of action, losses, injuries, liabilities, penalties, fines, damages, claims, demands, costs and expenses that are caused by the gross negligence or willful misconduct of Owner). The foregoing indemnity shall survive any expiration or termination of this Agreement.
 - b) Sponsor hereby releases and discharges Owner and its respective officers, affiliates, members, agents and employees, from any and all claims, liabilities, demands or causes of action of any kind, nature or description, whether occurring now or in the future, and whether arising in law or equity or upon contract or tort or under any state or federal law or otherwise, to the extent such claims, liabilities, demands or causes of action arise out of or relate to, either directly or indirectly, the Event. This release is without reservation of any kind except only for claims made for damages or injuries proximately caused by the gross negligence or willful misconduct of Owner.

Initials:

Owner _____

Sponsor _____



Event Services Agreement

- 8) **Force Majeure.** Neither Sponsor nor Owner shall incur any liability for failure to perform any obligation under this Agreement to the extent such failure is caused by fire, earthquake, flood, explosion, act of God, actions of the elements, war, invasion, riot, mob violence, terrorism, sabotage, inability to procure equipment, facilities, materials or supplies in the open market, failure of power, failure of transportation, strikes, lockouts, action of labor unions, condemnation, orders of government or civil or military authorities, cancellation of the Event (by third parties), or any other cause, whether similar or dissimilar to the foregoing, beyond such party's reasonable control; not to include, however, shortage of funds or violations of any permits, licenses or regulations by Sponsor. If at any time during the Event, Owner through any of its employees or affiliates requests that the Sponsor modify or suspend its Event, Sponsor shall do so immediately to Owner's satisfaction in Owner's sole discretion or shall immediately leave the premises along with all personnel related to its Event.
- 9) **Governing Law.** This Agreement shall be governed by and interpreted and enforced in accordance with the internal substantive laws of the State of Missouri, without regard to its conflicts of law provisions or interpretations. Sponsor agrees that the state and federal courts in St. Louis City or St. Louis County, Missouri have jurisdiction over all matters arising out of this Agreement.
- 10) **Severability.** Whenever possible, each provision of this Agreement and any other statement, instrument, or transaction contemplated hereby or relating hereto shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement shall be held to be legally invalid, such provision shall be ineffective without invalidating the remaining provisions.
- 11) **Notice.** Notice required by any party pursuant to the agreement shall be deemed given when (1) hand delivered, (2) mailed, postage prepaid, certified or registered, return receipt requested, or (3) sent by guaranteed twenty-four-hour delivery service, addressed to the other party at the addresses appearing on the face of this Agreement. Either party may, by written notice to the other party as described above, change the address to which any such notice shall be sent.
- 12) **Independent Contractor.** Owner shall perform its obligations under the Agreement as an independent contractor. This Agreement shall not be construed to make Owner an agent or employee of Sponsor. This Agreement shall not be construed to make Sponsor, its employees, or any of its agents, an agent or employee of Owner. Sponsor, its employees, and its agents are not granted any express or implied right or authority to assume, create, or incur any obligation or responsibility on behalf of or in the name of Owner or to make any promise, warranty, or representation binding on Owner in any manner whatsoever.
- 13) **Full and Complete Agreement.** This Agreement, including the Exhibit(s) attached hereto, constitutes the entire agreement between Sponsor and Owner, and incorporates herein all prior representations, discussions, and negotiations of the parties, and there are not now and there shall not be any verbal statements, representations, warranties, undertakings or agreements between the parties. This Agreement may only be modified by a written document executed by each of the parties bearing a date subsequent to the Effective Date.

Initials:

Owner _____

Sponsor _____



Event Services Agreement

- 14) **Attorney Fees.** In the event it becomes necessary for either the Sponsor or Owner to employ legal counsel or bring an action at law or other proceeding to enforce this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable attorney fees, costs, and expenses incurred in such action from the other party.

- 15) **Duplicates.** This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original and all of which shall, together, constitute one and the same instrument. Facsimile signatures to this Agreement shall constitute original signatures.

- 16) **Assignment.** Neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned or transferred by any of the parties without the prior written consent of the other parties.

By signing below, the parties acknowledge reading the above contract and voluntarily agree to all terms, conditions, and provisions of exhibit(s).

IOC-Boonville, Inc.
"Owner"

"Sponsor"

Signature

Signature

Name

Name

Title

Title

Initials:

Owner _____

Sponsor _____