

ARAMARK
4000 Parnell Avenue
Fort Wayne, IN 46805
(260) 484-6486



STANDARD CATERING TERMS OF AGREEMENT FOR ALLEN COUNTY WAR MEMORIAL COLISEUM

DEFINITIONS: The following terms have the following meaning:

"Patron" - The individual, corporation, partnership, group, organization, or other entity contracting with ARAMARK for a function.

"Function" - Any banquet, reception, meeting, seminar, picnic or other event to be conducted in the Allen County War Memorial Coliseum (ACWMC).

TAXES: All Federal, State, Municipal and other taxes imposed on or applicable to the Function are payable by the Patron in addition to any and all other charges set forth elsewhere. ARAMARK must be notified when contract is returned if the Patron is tax-exempt. **A copy of the exempt certificate must be provided at the same time. Without this certificate on file, tax will be charged and the patron will be responsible for payment without exception.**

GUARANTEES: To ensure the highest level of quality in your food and beverage services, final guarantees for your event must be received before 12:00 noon, five (5) business days prior to the function date. This count is not subject to reduction. ARAMARK will be prepared to serve a maximum of 5% above guarantee number for plated meals. If guarantee is above four hundred persons, ARAMARK shall be prepared to serve the guarantee plus twenty (20). Menus for these meals will be at the discretion of ARAMARK and are normally prepared as vegetarian. Patron will pay for the actual number served if larger than the guarantee. If the guarantee is increased within three (3) days of the Function, ARAMARK cannot guarantee menu selection for the coverage. The aforementioned time frames are strictly enforced and it is the clients' responsibility to call guarantees in by specified times. Otherwise, the estimated attendance will be used as the guarantee and charged accordingly.

DEPOSITS/ PAYMENT/CANCELLATIONS: 100% of all estimated charges are payable in full prior to your event date. An initial deposit of 75% is required for all events within 30 days of booking. The balance is due no less than two (2) weeks prior to the event. Please make all checks for food and beverage payable to ARAMARK. Payment or deposit may be made via check, American Express, Visa, Discover, or MasterCard credit cards. Aramark does not extend direct billing payment unless credit association has been submitted and approved. Cancellation of Function must be sent in writing to your ARAMARK Sales Professional. Any cancellation received less than 60 days of the first scheduled event will result in a fee to ARAMARK equal to 25% of the estimated food and beverage charges. Any cancellation received less than 30 days in advance of the first scheduled event will result in a fee of 50% of the estimated food and beverage charges. Any cancellation received after the Final Guarantee has been provided will result in a fee equal to 100% of the charges on the affected event order(s).

LABOR CHARGES: Labor charges are not subject to service charges or taxes.

FOOD SERVICE: The Client or any of the client's guests may not bring food or beverages into the Facilities without written permission from the ACWMC. ARAMARK is the preferred food and beverage provider for the ACWMC. Catering Event Order(s) must be on file, with signatures, in the catering sales office 21 days prior to the event date, otherwise items and prices cannot be guaranteed and a 10% surcharge will be incurred to the subtotal.

PRICING/ SERVICE CHARGE: Price are subject to change without notice. However, ARAMARK will guarantee pricing (30) days before the function. All prices are subject to a 19% service charge and all applicable sales tax.

ALCOHOL SERVING POLICY: The sale and service of alcoholic beverages is regulated by the State of Indiana. ARAMARK takes the responsibility of service seriously. It is illegal to serve alcohol beverages to a minor less than 21 years of age. Patron must be at least twenty-one (21) years of age in order to consume any alcoholic beverage. ARAMARK employees must dispense all alcoholic beverages. At ARAMARK'S sole discretion, reserves the right to refuse service to any individual, at any time. All Patrons, regardless of age, must have valid photo identification; otherwise, service may be refused. Absolutely no alcoholic beverages may be brought into or removed from the facility by Patron for any reason whatsoever. If at any time alcoholic beverages not purchased from ARAMARK are found in the facilities, the ACWMC has the right to confiscate such alcoholic beverages. Confiscated alcohol remains the property of ACWMC. If any person other than ARAMARK brings in additional alcoholic beverages, then ARAMARK also reserves the right to discontinue all alcoholic beverage services. **In addition, patron must be twenty-one (21) years of age in order to sign contract for any alcoholic beverage sales. A security charge of \$ 32.00/per hour will be assessed if bar services are contracted.**

NON-PERFORMANCE: If for any reason beyond its control, including but not limited to: strikes, labor disputes, accidents, acts of war, acts of God, or any natural disaster, ARAMARK is unable to perform its obligations under this agreement, Patron shall excuse such non-performance and ARAMARK may terminate this agreement without liability of any nature whatsoever upon return of Patron's advance deposit. In no event shall ARAMARK be liable for incidental or consequential damages of any nature for any reason whatsoever.

By signature below, Patron agrees to the terms and conditions of the foregoing:

Patron's Signature _____

Date _____

Organization (if applicable)
Please sign and return one copy.

Tax - Exempt Number, if applicable
(Attach Copy of Certificate)