



## CATERING TERMS & CONDITIONS

Customer and Aramark are the “Parties” and each a “Party”. To the extent capitalized terms are used herein, such terms shall have the definitions ascribed to them in the Catering Agreement (the “Catering Agreement”) entered into between Aramark and Customer. To the extent any terms and/or conditions herein are different or inconsistent with the terms and/or conditions set forth in the Catering Agreement, then the terms and/or conditions set forth in the Catering Agreement shall govern. The following terms and conditions have been agreed to by the Parties and are incorporated into, and form a part of, the Catering Agreement.

1. **Services.** Aramark will cater and serve the menu(s) agreed to by the Parties at the Event(s) as described in the Catering Agreement and/or on the Catering Order(s) attached to the Catering Agreement, signed by the Parties, and made a part of the Catering Agreement.

2. **Attendance.** Customer guarantees the total attendance of individuals for the Services at the Event(s) (“**Final Guaranteed Attendance**”). Customer will notify Aramark in writing of the Final Guaranteed Attendance no less than seven (7) days prior to the applicable Event(s), subject to the maximum legal occupancy of the Facility. If Customer does not provide such notice, the Estimated Guaranteed Attendance will be deemed the Final Guaranteed Attendance.

3. **Base Charges.** Customer will pay Aramark all charges specified in the Catering Agreement and/or on the Catering Order(s). If the Catering Agreement and/or Catering Order(s) specify “per person” charges for an Event, Aramark reserves the right to count guests as they enter (or at a mutually agreeable time when an accurate count may be made) and such charges will not be less than an amount based on the Final Guaranteed Attendance. In addition, Customer will pay to Aramark (1) an administrative charge based on a percentage of all charges for the Services and (2) applicable state and local sales taxes for all charges for the Services, each more specified in the Catering Agreement and/or Catering Order(s). **Unless otherwise described in the Catering Agreement, the administrative charge referenced above and in the Catering Agreement and/or on the Catering Order(s) is not intended to be a tip, gratuity, or service charge for the benefit of service employees and no portion of this administrative charge is distributed to employees.**

4. **Deposit; Time of Payment; Change Orders.** Customer will pay a non-interest bearing deposit (the “**Deposit**”) to Aramark no later than the date described in the Catering Agreement. Aramark will not begin planning for the Event(s) unless and until it receives the Catering Agreement signed by Customer and the Deposit. Customer will pay the balance of the charges prior to the Event(s), as described in the Catering Agreement. Any additional amounts due based on the actual number of persons served and any variable or other charges payable, including additional expenses arising from changes made by Customer, will be paid by Customer and will be determined following the Event(s). All such amounts must be paid within 30 days upon Customer’s receipt of Aramark’s final invoice. Interest will accrue from the date due at 1.5% per month (or, if lower, the maximum legal rate) on all late payments. Customer agrees to be liable for all costs and expenses incurred by Aramark to collect past due payments.

5. **Customer Cancellation.** Customer may cancel any of the Services at any time prior to the date of an Event for any reason (a “**Customer Cancellation**”) upon payment of the Cancellation Fee to Aramark. The “**Cancellation Fee**” is an amount equal to (a) twenty-five percent (25%) of the estimated Catering Order(s) charge, if the Customer Cancellation occurs less than 60 days, but more than 30 days, from the first scheduled Event, (b) fifty percent (50%) of the estimated Catering Order(s) charge, if the Customer Cancellation occurs less than 30 days from the first scheduled Event, but prior to the date notice is due of the final Guaranteed Attendance, or (c) one hundred percent (100%) of the estimated Catering Order(s) charge, if the Customer Cancellation occurs on or after the date notice is due of the final Guaranteed Attendance. There shall be no Cancellation Fee if Customer Cancellation occurs 60 days or more prior to the first scheduled Event. Aramark may retain any Cancellation Fee from the Deposit or any other amounts prepaid by Customer.

6. **Outside Food and Beverages; Unconsumed Items.** No food or beverages may be brought into the Facility by Customer without the prior written consent of Aramark. Aramark reserves the right to dispose of any unconsumed or unopened food and beverages at the end of an Event and to restock certain items for subsequent use and not credit Customer for any such items.

7. **Compliance with Laws and Facility Policies; Alcohol.** Each of the Parties will comply with all applicable federal, state and local laws, regulations, codes, permits orders and mandates applicable to the Facility, including all state and local liquor laws, as well as all Facility rules, policies and procedures established by Owner. Aramark will retain sole control over any service of alcohol.

8. **Displays:** Any displays and/or decorations proposed by Customer will be subject to Aramark’s prior approval in each instance. Such displays and/or decorations must conform in all respects to applicable law and the rules of the Facility.

9. **Owner Cancellation.** Customer acknowledges that the Facility’s owner/operator (the “**Owner**”) is not a caterer and the Owner has authority to cancel an Event for any reason, subject to any agreements which may exist between Customer and Owner. In the event of such a cancellation by Owner, the Deposit or any other prepaid amounts will be refunded to Customer and Aramark will not be responsible for any other amounts that may arise from such cancellation of the Event(s).

10. **Liability:** Neither Aramark nor Customer will be responsible for any losses or damages resulting from their respective non-fulfillment of any terms or conditions of the Catering Agreement if performance by such party is impossible, or the Event(s) cannot be held at the Facility as scheduled, due to war, riot, strike, flood, pandemic, governmental order or mandate, or any other act or occurrence beyond the respective Party’s reasonable control (a “**Force Majeure Event**”); provided, however, Aramark shall be entitled to recover from Customer the out-of-pocket costs actually incurred by Aramark in preparing for such Event(s), which amounts may be retained from Deposits and other prepaid amounts received. Notwithstanding any provision to the contrary herein, in no event shall Aramark or Owner be liable to Customer, or any of Customer’s employees, agents, guests, invitees, or other third parties, for any claims, damages or losses, including personal injury or death, relating to or arising out of COVID-19 (including variations thereof). Customer understands and acknowledges the ease with which COVID-19 (including variations thereof) spreads among individuals, including individuals who are asymptomatic, the impossibility of guaranteeing complete protection from COVID-19 for its employees, agents, guests, and invitees, and the inherent risks associated with holding the Event at the Facility, and Customer knowingly acknowledges and assumes these risks in connection with the Event and/or entering Facility premises. It is the responsibility of Customer to advise its employees, agents, guests, and invitees of the above conditions and assumptions of risks. Without limitation of the foregoing, each Party is responsible for the conduct of its respective employees, agents, guests and/or invitees provided that Aramark will have no responsibility for damage to or loss of any of Customer’s (or its employees’, agents’, guests’ and/or invitees’) merchandise or property. FURTHERMORE, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF BUSINESS, PROFITS, GOODWILL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES. Aramark’s liability is further limited to the amounts it receives from Customer pursuant to the Catering Agreement.

11. **Independent Contractor.** Aramark and Customer are independent contractors. Nothing in the Catering Agreement shall be deemed to make the parties a partner, affiliate or joint venture, or authorize one party to act on behalf of the other party.

12. **Miscellaneous.** Any provision of the Catering Agreement determined by any legal authority to be invalid or unenforceable will not affect the validity or enforceability of the rest of the Catering Agreement. No failure or delay by either Party to exercise any right under the Catering Agreement will operate as a waiver of such right, nor will any single or partial exercise of a waiver preclude any other or further exercise of such right. The Catering Agreement (a) constitutes the entire agreement of the Parties with regard to its subject matter and supersedes all prior or contemporaneous agreements, discussions, or representations, (b) cannot be amended or changed, including any Catering Orders, except in writing signed by both Parties, (c) may be executed in multiple counterparts, each of which will be deemed an original, and which will together constitute one and the same instrument, (d) may not be assigned, in whole or in part, by Customer without Aramark’s prior written consent, (e) will be governed by and construed in accordance with the laws of the state of Delaware, without regard to its conflict or choice of law provisions, and (f) signatures sent by facsimile or other electronic means will be deemed originals.

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Signature

\_\_\_\_\_  
Date