

CATERING AGREEMENT

We are pleased that you have chosen to hold your event with us. You hereby agree to be bound by the policies and rules that pertain to your event’s location and the terms and conditions in this Catering Agreement, as follows:

1. PARTIES

For the purposes of the Agreement, “Client” means:

For the purposes of the Agreement, “we” or “us” means:

Legal Name: _____ Address: _____ Contact: _____ Phone: _____	Legal Name: <u>Levy Premium Foodservice Limited Partnership-dba- Levy Restaurants at David L. Lawrence Convention Center</u> Address: <u>1000 Fort Duquesne Blvd Pittsburgh, PA 15222</u> Contact: <u>Nina Lunardi</u> Phone: <u>412.325.6182</u>
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2. **RESERVATION.** Client hereby agrees to be bound by this Catering Agreement and all attached and/or subsequent Banquet Event Order forms (the “BEOs”). This Catering Agreement and the BEOs shall hereinafter be collectively referred to as the “Agreement.” For Client’s event (the “Event”), Client hereby agrees that Client has reserved the location (“Location”) for certain dates and times, all as specified on the BEOs.
3. **SERVICES.** We will provide Client with the food and beverage services and other items as described on the BEO. To the extent that it becomes necessary for us to enter into agreements with third parties for Client’s Event, Client hereby: (a) appoints us to be Client’s agent to execute such agreements, (b) agrees to pay the fees and applicable taxes and (c) agrees to be responsible for the obligations contained in such agreements.
4. **GUARANTEE.** The estimated charges and costs for the Event are set forth in the Agreement (the “Event” Price). Client must notify us of the guaranteed number of people attending the event at least three (3) full business days prior to the Event for functions of 1,000 guests or less. Functions of 1,000 guests or more must be guaranteed five (5) full days prior to the event. Holidays and Weekends are excluded from receiving guarantees. Client agrees that if the Initial Guarantee deviates from the Final Guarantee by more than twenty percent (20%) you will be subject to an additional charge. Client agrees that there will be no reduction in the Event Price if fewer than the guaranteed attend the event. Levy Restaurants will prepare and have room set for 5 percent (5%), over the guarantee, NOT TO EXCEED 50 persons.
5. **NON-REFUNDABLE DEPOSIT.** We will not commence service without the receipt of a one hundred percent (100% NON-REFUNDABLE deposit of the estimated Event Price the Deposit) at least two (2) weeks prior to the Event. Outstanding Event Price balances shall be paid within thirty (30) days provided billing privileges have been previously approved through the General Manager’s office. Client understands that we will suffer substantial harm if the client cancels Client Event. Accordingly, the Deposit will be, in all cases; NON-REFUNDABLE and deemed to be liquidated damages to compensate us for the loss due to Client’s cancellation. No interest will be payable to Client on the Deposit.
6. **CANCELLATION FEE.** Client understands that we will suffer substantial harm if Client cancels Client’s Event. According, if Client cancels the Event within 120 days of the Event, Client shall be required to pay a Cancellation Fee in the following manner:

Number of Days Prior to Event That Client Cancels	Applicable Cancellation Fee
0-30 days	100% of estimated Event Price
31-60 days	75% of estimated Event Price
61-90 days	50% of estimated Event Price
91-120 days	25% of estimated Event Price

7. **MENU.** All menu selections must be made at least thirty (30) days prior to the Event.
8. **OUTSIDE FOOD AND BEVERAGE.** No food or beverages of any kind may be brought into or removed from the Location by either Client or Client’s guests without our prior written approval.
9. **CONDUCT OF EVENT.** Client agrees to conduct the Event in a manner that is appropriate for the Location and in full compliance with all applicable laws, codes, rules and regulations having jurisdiction over the Location.

10. **RESPONSIBLE ALCOHOL SERVICE.** We shall only serve alcoholic beverages to individuals who are at least twenty one (21) years of age and will check identification of Client and any of Client's guests that appear to be under thirty (30) years of age. If we believe, in our sole discretion, that Client or any of Client's guests are intoxicated, we shall be permitted, in our sole discretion, to discontinue or limit alcohol service at the Event, and to request that Client and/or any of its guests leave the Location, all without any refund of the Event Price.
11. **DISPLAYS/SIGNS.** All displays and signage must be approved by the Location's authorized representatives.
12. **BAR CHARGES.** The Event Price may be partially based on certain estimated bar charges (the "Estimated Bar Charges"). At the end of the Event, we will notify Client of the actual amount of bar charges. If Estimated Bar Charges exceeds the actual bar charges, we shall credit the difference to Client within thirty (30) days. If, however, the actual bar charges exceeds the Estimated Bar Charges, Client shall pay the difference to us at the conclusion of the Event.
13. **SPECIAL LABOR AND SPECIAL ITEMS.** The Event Price is based on the times indicated on the BEOs. Additional service time will necessitate additional labor, which will be applied to the Event Price. The costs associated with any special labor hired by us and the costs for any special smallwares, tables, chairs, decorative elements, linen or equipment rented by us at Client's request, shall all be charged to Client as part of the Event Price and will be noted on the BEOs.
14. **TAXES.** Client agrees to pay applicable taxes on all sales and services rendered in connection with the Event.
15. **CREDIT INFORMATION.** Client agrees to provide us with all information that we deem necessary to assure Client's creditworthiness with respect to Client's payment of the Event Price. The credit information shall include an executed form that authorizes the payment of the Event Price on Client's credit card.
16. **INTEREST/COSTS.** Interest will accrue daily and be payable on all amounts which have been due and owing to us at the rate of eighteen percent (18%) per annum. Client agrees to reimburse us for all costs and expenses we incur, including, but not limited to, attorneys' fees and court costs, in enforcing the provisions of this Agreement.
17. **DAMAGE TO LOCATION.** Client agrees that Client will be responsible for all injuries to persons, damages to the Location and adjacent areas and the loss of, or damage to, our equipment or property, caused by Client or Client's guests at the Event. We will notify Client of any such damage or loss, and the costs related thereto. Client shall pay all such amounts to us within ten (10) days after such notification. In no event shall we be liable for such damages recited herein, except to the extent caused by our sole gross negligence.
18. **PERFORMANCE.** If, for any reason beyond our reasonable control, including, but not limited to, strikes, labor disputes, accidents, unavailability of the Location, food scarcity due to external forces, government requisitions, acts of war or acts of God, we are unable to perform our obligations under this Agreement, such non-performance is excused and we may terminate this Agreement without further liability of any nature, upon the return of the Deposit within thirty (30) days. In no event will we be liable for any damages including, but not limited to, indirect, punitive or consequential damages of any nature, for any reason, whatsoever.
19. **DISPUTES.** All disputes or complaints relating to our services under this Agreement must be submitted in writing within seven (7) days after the Event. Client's failure to notify us of any dispute or complaint, as detailed herein, shall constitute a waiver. This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the state in which the Location is situated. Furthermore, the parties consent that the courts located in the county and state in which the Location is situated shall have exclusive jurisdiction over all legal proceedings of any nature, brought by either party, to enforce any right or obligation under this Agreement.
20. **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.
21. **AUTHORITY.** The parties hereto represent that they each have full authority to enter into this Agreement.
22. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and may only be modified or amended by a written instrument signed by both parties.

CLIENT:

Legal Name: Levy Premium Foodservice Limited Partnership -dba-
Levy Restaurants at David L. Lawrence Convention Center

By: _____

By: _____

Title: _____

Title: Sales

Date: _____

Date: _____