

CATERING GUIDELINES

FOOD AND BEVERAGE

Austin Convention Center Department maintains the exclusive right to provide all food and beverages for the Facilities (Austin Convention Center and Lester E. Palmer Events Center). The Client or any of the client's guests may not bring food or beverages into the Facilities without written permission from the ARAMARK Corporation Sales Department. ARAMARK is the exclusive food and beverage service provider for the Austin Convention Center. **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 subtotal.** Due to Austin Convention Center Department's insurance regulations, no leftover food or beverage shall be taken from the premises. At the conclusion of the event, such food becomes the property of the facility. The Austin Convention Center Department donates leftover food to local charities and community shelters, based on the quality of the food at the end of the event.

ALCOHOLIC BEVERAGES

The sale and service of all alcohol at the Austin Convention Center Department facilities is regulated by the Texas Alcoholic Beverage Commission. It is our responsibility to administer and abide to the following rules:

1. No alcoholic beverages may be brought into the Austin Convention Center Department facilities by any person or outside service.
2. ARAMARK Corporation employees must dispense all alcoholic beverages.
3. If at any time alcoholic beverages not purchased from ARAMARK Corporation are found in the facilities, ARAMARK Corporation has the right to confiscate such alcoholic beverages. Confiscated alcohol remains the property of ARAMARK Corporation and will be disposed of by ARAMARK Corporation.
4. If any person other than ARAMARK Corporation brings in additional alcoholic beverages, then ARAMARK Corporation also reserves the right to discontinue all alcoholic beverage services.
5. Pursuant to Texas State law, it is illegal to serve alcoholic beverages to a minor less than 21 years of age. Legal identification will be requested of any individual who appears to be 30 years of age or younger.

SAMPLING AND SERVING OF FOOD & NON-ALCOHOLIC BEVERAGES

The Austin Convention Center Department retains the exclusive right to provide, control and retain all food and beverage services throughout the facilities for events including concessions, the sale of alcohol and non-alcoholic beverages, as well as provide, control and retain any revenues therefore. The exclusive rights may be waived in the case of trade-exhibit show or convention that are of a food and/or beverage nature and are not open to the general public. Trade show Exhibitors may exhibit only merchandise that they normally serve or produce in the ordinary course of their business. Food service exhibitors may distribute food samplings in the contracted areas only and must not compete with food and beverage services offered for sale by the ARAMARK Catering Sales Office or in snack bar operations. Samples are limited to a maximum 3-ounces of beverage (non-alcoholic) and a bite-size food portion, limited up to 1 ounce. In order to avoid any misunderstanding, exact descriptions of sample and portion size must be submitted to the ARAMARK Catering Sales Office 21 days prior to the opening of the event, for written approval. Client/Show manager is responsible for regulating sample F&B guidelines to their exhibitors. Exhibitors or Show Managers are not permitted to bring food, beverages and/or alcoholic beverages for use in the hospitality or backstage areas. Any exhibitors giving away food and beverage products must have a permit, and all appropriate fees on file with the Travis County Health Department. Client and client's exhibitors will also be fully responsible for any and all liabilities that may result from the consumption of their products. ARAMARK Corporation and the City of Austin do not assume any liability that may result from such consumption of these food and beverage products.

MENU SELECTION

To assure the availability of menu items, please provide your choice to the ARAMARK Catering Sales Office four (4) weeks prior to the scheduled event. Our menus are offered as suggestions; your catering representative will be more than happy to create specialty menus to suit your particular event.

GUARANTEES

Expected attendance must be provided for your event 30 days prior to the event date. The final guarantee shall not decrease by more than 25% of the original estimated attendance specified on the Catering Event Order(s). Attendance for all food events must be guaranteed 3 business days prior to the start of the first event day for events with 499 guests or less. Example: Wednesday guarantees must be received by 10:00 am the preceding Friday. This number will be considered a guarantee, not subject to reduction. You will be charged for your guarantee or actual meal count, whichever is greater. For events with 501 to 2500 people in attendance, a 5 working day guarantee to the start of the first event is required, also by 10:00 am. For events with 2501 people in attendance or greater, a 7 working day guarantee to the start of the first event is required, also by 10:00 am. Minimum meal guarantee is 25 guests. Box lunches may be for fewer than 25. The Austin Convention Center will prepare 5% over the guarantee for plated, sit down meals up to a total of 25 meals. Any additional meals served will incur a 10% surcharge. Menus for these meals will be at the discretion of the ARAMARK Corporation and are normally prepared as vegetarian. Outside catering agreements, required insurance and information are due 45 days prior to the first day of the event. The aforementioned time frames are strictly enforced, and it is the client's responsibility to call guarantees in by specified times. Otherwise, the estimated attendance will be used as the guarantee and charged accordingly.

CATERING GUIDELINES CONTINUED

OUTSIDE CATERING

ARAMARK is the exclusive caterer for the Austin Convention Center. Outside catering can be contracted through ARAMARK Corporation for the Lester E. Palmer Events Center with the following requirements: 1. A fee of 20% of food and non-alcoholic beverage will be assessed and charged on all outside catering. The fee is based on established MARKET value of the food or beverage with a minimum value of \$5.00 per person; per catered function, including refreshment breaks. 2. **A specific guideline of insurance coverage will be provided. Commercial General Liability, Automobile Liability and Workers Compensation are required by all outside catering companies, with no exceptions.** Restrictions: A. No outside catering is allowed in the Austin Convention Center or the Meeting Rooms and Dressing Rooms of the Palmer Events Center. B. No outside catering of alcoholic beverages is permitted in either facility.

PRICES

Your ARAMARK catering representative will quote prices 90 days in advance of the event. However, due to fluctuating market prices, the quotation will be subject to change. Menu prices will be guaranteed for a maximum length of 60 days, with a signed ARAMARK event contract and deposit on file.

CANCELLATION POLICY

Should a cancellation occur 30 days prior to the event, the client will be required to pay 25% of the estimated revenue, based on menu and event arrangements. Should a cancellation occur from 30 days up to the guarantee due date, the client will be required to pay 50% of the estimated revenue, based on menu and event arrangements. 100% of estimated charges will be applied to the cancellation of any food and beverage after the guarantee due date.

ADMINISTRATIVE AND LABOR CHARGES

All menu prices are subject to current applicable administrative charge and Texas State sales tax. All events where alcohol is served are subject to bartender fees. A non-refundable bartender fee of \$30.00 per bartender will be assessed for each operating bar for a minimum four hour period. While on the premises during your event, any changes with food and beverage, or the pre-arranged set up of these events, will be subject to additional charges that will be determined at the time of the requested change. For plated meals, an extra labor charge will be incurred if the salad and dessert are served (not pre-set). A \$2.50 per person fee is charged for china and glassware service for events other than plated meals. For rounds set for fewer than ten guests, extra labor will be incurred.

PAYMENT

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 date. Please make all checks for food and beverage payable to ARAMARK Corporation. Payment or deposit may be made via check, American Express, Visa or Master Card credit cards. ARAMARK Corporation does not extend direct billing privileges.

LIABILITY

The Austin Convention Center Department and ARAMARK Corporation will not assume any responsibility for the damage or loss to any merchandise or articles left in the center prior to, during or following an event.

NOVELTY POLICY

ARAMARK Corporation collects a percentage of all novelty sales at the Austin Convention Center and Palmer Events Center on behalf of the City of Austin. If using labor other than ARAMARK, the percentage is 25% of net novelty sales. ARAMARK will count in and out all novelty items that are brought into these buildings to provide an accurate and confirmed accounting of what has been sold. The percentage of net novelty sales is to be collected immediately following the cash novelty sales and is to be paid to the ARAMARK representative in cash after the product count is complete. ARAMARK is not responsible for any fees incurred on the cash sales such as sales tax, credit card fees or any other applicable fees.

COAT CHECK SUMMARY

Client (or guest) will be charged \$1.50 per coat or bag checked. No purses or laptop computers will be accepted. Non-refundable attendant fees are \$30.00 per attendant, per hour (four hour minimum). ARAMARK will provide coat racks (from Austin Convention Center Department stock), wire hangers, three part coat check tickets and skirted tables at front of coat check area. Any coat racks necessary (over Austin Convention Center Department stock) will need to be provided and arranged for by the client. Client must provide secure rooms with hard walls or a security guard for each non-hard wall of coat check area. Any items left at the coat check area after the contracted time will be left in the designated security rooms at the Austin Convention Center and Palmer Events Center.

MISCELLANEOUS

1. Any exhibitors offering food or beverage to attendees must follow the buildings policies, catering guidelines and notify in-house caterer.
2. A minimum expenditure of \$15.00 per person and room capacity of 75% (listed in Austin Convention Center Department brochure) is required for all weddings and private parties.
3. Additional labor charges will be incurred on all City of Austin observed major holidays.