

PALMER EVENTS CENTER OUTSIDE CATERER'S AGREEMENT

This agreement along with any addenda (hereinafter called "Agreement") is made and entered into this ____ day of ____ 20____, by and between Aramark Corp. (hereinafter called "Aramark"), acting by and through the General Manager of Aramark Corp. Palmer Events Center (hereinafter called the "Food Services Manager"), or his/her designee and _____ (hereinafter called "Contractor") to provide food and beverage services in specified areas of the Palmer Events Center facilities (hereinafter called PEC) under the terms and conditions set forth herein.

Contractor has been engaged by _____ (hereinafter called "PEC Facility Client") to provide food and beverage service to the PEC Facility Client's guests at PEC. Contractor may use, occupy and provide food and beverage services on the indicated dates and for the fees stated below for the following expressed purposes and no other purposes: _____ (hereinafter called "Event") occurring between the hours of ____ and ____ on ____ day of ____ 20____ and occurring in the following lease spaces: _____.

1. **Outside Caterer's Fee.** Client agrees to pay Aramark the following sums (hereinafter called the "Outside Caterer's Fee") for the limited right to serve food and beverages in PEC: **Twenty percent (20%) of all monies paid or payable to Contractor, whether by the client, its guests or both, for the provision of food and non-alcoholic beverages to the PEC Facility Client and/or guests at PEC. If the amount paid to the Contractor is not equal to and/or greater than the market value placed on the service, equipment and product provided, Aramark reserves the right to assess the market value of the catered meal and apply the percentage stated above to determine the Outside Caterer's Fee. The market value will be based on a review of other similar catering operations producing and serving a similar catered event (in example: refreshment breaks, receptions, catered meals, continental breakfasts etc...) including all of the decorations provided by caterer, food, labor, transportation, profits, necessary permits, insurance, etc. At all times, no less than a five dollar value will be placed on any individual catered event (ie: refreshment breaks, receptions, catered meals, continental breakfasts, etc...).**

In the event the Contractor is guaranteed, by the Client, a minimum fee versus payment for actual meals served, whichever is greater, the Outside Caterer's fee will consider such payments as part of the agreement and Aramark will collect the 20% Outside Catering Fee on the greater amount.

2. **Food and Beverage Menus and Related Services.** Contractor shall file with the Food Services Manager at least 21 days prior to the event a full and detailed plan including detailed menus, work space, equipment set-up, and other such information which may be required to adequately produce the event. At least 5 days prior to the event, Contractor shall provide the Food Services Manager final menus, minimum guarantees and final terms and conditions for producing the meal for the Facility Client. Aramark reserves the right to use a reasonable amount of space in the facilities for its own food and beverage service activities and shall determine the reasonable amount of space necessary for the Contractor's activities. Attached are the menus and related services approved for production under this agreement. No other services or food and beverage products may be introduced, produced or offered without the express written consent of Aramark. Introduction, production or offering of food and beverages and/or services not included in this agreement may be cause to re-assess the market value of the meal and subsequently may affect the Outside Caterer's Fee.

3. **Payment** Client shall remit a deposit based on the minimum service guarantee no later than ____ day of ____ 20____. Final payment of the balance of the Outside Caterer's Fee shall be due no later than ____ day of ____ 20____.

4. **Food and Beverage Preparation and Service.** Contractor shall, without relying on the use of the PEC kitchen facilities, provide all prepared food and with all equipment and small wares necessary to perform and complete its catering function. Aramark may provide water, electricity and other reasonably necessary utility services to the Contractor. Aramark reserves the right to assess additional fees for such services. Food and beverage services shall occur only in the area of PEC designated by Aramark. Caterer shall remove all unsold or un-served food and beverage items at the end of the function from the premises.

5. **Contractor's Employees** Contractor's employees shall be appropriately attired and readily identifiable indicating Contractor's business name and the first name of the employee. All uniforms shall be reviewed and approved by Aramark prior to the event.

6. **Licenses and Permits** Outside Caterer shall hold and maintain throughout the date(s) of the event all licenses and health permits necessary to conduct its food and beverage operations. A copy of all such licenses and permits shall be delivered to Aramark for inspection and record prior to the event.

7. **Damages and Cleanup** Contractor shall be responsible for expenses associated with excessive cleanup. Contractor is also responsible for any and all damages caused by Contractor or Contractor's employees or subcontractor's. Aramark shall not enter into any subsequent agreement with the Contractor for providing food and beverage services in PEC unless and until the Contractor has made full repair for such damages. All premises used by the Contractor shall be left in as good condition and repair as before Contractor's use thereof, except for wear from ordinary use.



PALMER EVENTS CENTER OUTSIDE CATERER'S AGREEMENT CONTINUED

8. **Taxes** Contractor will pay all applicable taxes on tickets used in connection with any performance, exhibition or entertainment. Contractor is responsible for the collection and reporting of all taxes due to the State of Texas and/or the Federal Government for the sale of tickets or sale of other taxable items and Contractor agrees to indemnify and hold harmless Aramark, the City of Austin, its officials, employees and agents from and against any and all claims arising out of the collection and/or reporting of taxable sales occurring in connection with the food, beverage and associated services for which this agreement covers.

9. **Law Observance** Contractor shall comply with all laws of the United States, of the State of Texas, and Travis County, all ordinances of the City of Austin, and will obtain and pay for all necessary permits and licenses, and will not do, nor suffer to be done, anything on said Leased Premises during the term of this Agreement in violation of any such laws, ordinances, rules or requirements, and if the attention of the Director or his/her designee or other appropriate law enforcement authorities is called to any such violation on the part of said Contractor, or any person employed by or admitted to PEC by said Contractor, such Contractor will immediately desist from and correct such violations to the satisfaction of the General Manager or suffer immediate termination of this Agreement in addition to any criminal prosecution which may be brought by an appropriate law enforcement authority. No firearms to be exhibited or permitted on premises without advanced written approval of the City of Austin.

10. **Performance Bond** Outside Caterer shall execute as principal a performance bond issued by a surety company acceptable to Aramark in the penal sum of \$-0-. This performance bond shall be conditioned upon the faithful performance by Outside Caterer of all conditions and covenants of this Outside Caterer's Agreement, including the payment of Outside Caterer's Fee, and any service charge related thereto.

11. **Insurance** Contractor shall deliver a certificate of insurance indicating that Outside Caterer hold throughout the date(s) of the function the following coverage in at least the stated amounts to Aramark's designated representative at least (28) days prior to the scheduled date of the function:

Commercial General Liability \$1,000,000 combined single limit per occurrence; \$2,000,000 aggregate, including products and completed operations coverage with a \$1,000,000 aggregate.

Combined Automobile Liability \$1,000,000 combined single limit for all owned, non-owned and hired vehicles utilized in performance of this Outside Caterer's Agreement.

Statutory Worker's Compensation and Employer's Liability Minimum limits of \$500,000/\$500,000/\$500,000 each accident/disease policy limit/disease each employee.

These policies must be written by solvent insurance companies in good standing with the Texas Department of Insurance. Both Aramark and The City of Austin shall be named as additional insured in all policies except Worker's Compensation and Employer's Liability with respect to Outside Caterer's catering operations at PEC and all matters related, directly or indirectly, thereto.

12. **Waiver** Aramark retains the right to waive any requirements set forth herein. However, the waiver by Aramark of any requirement of this Outside Caterer's Agreement shall not constitute a continuing waiver of such requirement or the waiver of any other requirement hereof. Also the Austin Convention Center Director must first approve anything waived.

13. **Assignments** The rights, duties and obligations of Contractor set forth in this Outside Caterer's Agreement shall not be assigned, pledged or otherwise hypothecated without the express written consent of Aramark.

This Agreement is executed to be effective on the date of the last party to sign.

Contractor: _____ Aramark Corporation: _____

Palmer Events Center

By: _____ By: _____

Print Name: _____ Print Name: _____

Title: _____ Title: _____

Date: _____ Date: _____