

## 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:  
Lexington Fayette Urban County Government  
200 East Main Street  
Lexington, ky 40507  
Contact: Linda Gorton  
Phone:

For the purposes of the Agreement, "Levy", "we" or "us" means:  
Levy Premium Foodservice Limited Partnership  
Central Bank Center  
430 W Vine Street  
Lexington, KY 40507

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.

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 seven (7) full business days prior to the Event (the 'Guarantee'). Holidays and Weekends are not included as business days. Client agrees that if the actual number of guests that attend the Event deviates from the Guarantee by more than twenty percent (20%), Client will be subject to an additional charge as determined by Levy. Client agrees that there will be no reduction in the Event Price if less than the Guarantee attend the Event.

Notwithstanding the foregoing, Levy will prepare the Event for five percent (5%) over the Guarantee, but not to exceed 30 persons, which overage shall be at Client's cost and expense if Client pre-sets or utilizes any of this 5% overage.

5. NON-REFUNDABLE DEPOSIT. We will not commence service without the receipt of a NON-REFUNDABLE DEPOSIT in the amount of seventy five percent (75%) of the estimated Event Price at least sixty (60) full calendar days prior to the Event, and the remaining twenty five percent (25%) of the estimated Event Price at least fourteen (14) full calendar days prior to the Event (collectively, the 'Deposit'). Outstanding Event Price balances shall be paid within thirty (30) full calendar days of the Event provided billing privileges have been previously approved in writing through the General Manager's office. Client understands that we will suffer substantial harm if Client cancels the Event.

Accordingly, the Deposit will be in all cases NON-REFUNDABLE, except in the case of cancellation due to Covid-19 as later described herein, 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. Accordingly, 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, including but not limited to any orders or formal guidance from public health officials. Notwithstanding anything to the contrary in this Agreement, in no event shall we be required to provide any services that would be in violation of applicable law or any health regulations or CDC guidance at the time of the Event.

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. SERVICE CHARGE. Please note that all food, beverage, and related items are subject to a service charge. This service charge is not a tip or gratuity. Additional payment for tips or gratuity for service, if any, is voluntary and at your discretion.

16. 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.

17. **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.

18. **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.

19. **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.

20. **CANCELLATION DUE TO COVID-19.** Notwithstanding anything to the contrary contained in this Agreement, in the event that after the execution of this Agreement, any order or regulation of a governing City, State, or local authority issued in relation to Covid-19 requires the cancellation of the Event for the date reserved; Levy will notify Client of such cancellation and will refund the Deposit less any actual expenses incurred in preparation for the Event up to and including the date of cancellation (including, but not limited to, costs related to food and other products, equipment, or staffing incurred in preparation for the Event), as well as any fines or fees incurred by Levy in conjunction with the cancellation (such costs, altogether, the 'Levy-Incurred Costs'). Further, in the event of cancellation for the reason described in this section, Client will not be required to pay a Cancellation Fee, but Client shall reimburse Levy for the Levy-Incurred Costs. Any Levy-Incurred Costs in excess of the Deposit, shall be paid by Client to Levy within thirty (30) days of notification by Levy of the amount owed.

21. **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.

22. **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.

23. **AUTHORITY.** The parties hereto represent that they each have full authority to enter into this Agreement.

24. As part of Levy's Event Protocols and as part of your Event at the Location we are providing you with the following information:

- a. Levy and operator of the Location ('Operator') are two (2) distinct and separate companies.
- b. Levy and Operator are not responsible for the management of your Event, the conduct of your guests, and are not responsible for the health-safety of your guests as part of your Event.

- c. As part of your Event, you are solely responsible for the compliance with then-current applicable federal, state and municipality law and CDC guidelines, all communications with your guests and attendees for your Event, social distancing, occupancy limits, elevator limits, recommended health protocols, and to use best efforts to prevent the spread of COVID-19 as part of your Event.

25. ASSUMPTION OF RISK. By signing this Agreement, you acknowledge that you know the Center for Disease Control ('CDC'), World Health Organization ('WHO'), and/or the state of the Location has declared COVID-19 a worldwide pandemic. COVID-19 is extremely contagious, spreads from person-to-person, and there is no known cure. You acknowledge that you know you will be coming into contact with a large number of people. Location has not tested these people and they could be infected with COVID-19. You understand, assume, and accept: all these risks; you could catch COVID-19 by being at the Location; you could become sick and infect your family; and you could die.

26. WAIVER & RELEASE. You hereby release, waive, and forever discharge Levy, Operator, Location and each of their subsidiaries, affiliates, officers, employees, and agents ('Released Parties') for any and all claims, suits, and causes of action arising out of or related to any injury, sickness, infection, and death from COVID-19.

27. DEFENSE, INDEMNIFICATION, AND HOLD HARMLESS. You agree and represent that you will defend, indemnify, and hold harmless all Released Parties for all claims, causes of action, fines, penalties, and suits arising out of or related to any governmental non-compliance, injury, sickness, and death to any Event guest from COVID-19.

28. 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: Lexington Fayette Urban County  
Government

Legal Name: Levy Premium Foodservice Limited  
Partnership

By: Gorton, Linda

By: Brittney Bates

Title: Mayor

Title: Catering Sales Manager

Signature:

Signature:

Date:

Date: