

## 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

For the purposes of the Agreement, "Event" means:  
CBC - CPAAA - 06/25/2026 to 06/25/2026

2. RESERVATION. Client hereby agrees to be bound by this Catering Agreement and/or subsequent Banquet Event Order forms (the 'BEOs'). This Catering Agreement and the BEOs shall hereinafter be collectively referred to as the 'Agreement.' Client hereby represents that Client has reserved the location ('Location') for the dates and times of the Events 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 seven (7) full business days prior to the Event, notwithstanding the foregoing, for groups of 1,000 or more guests, the Client must notify us of the guaranteed number of people attending the Event at least fourteen (14) 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 exceeds the Guarantee, the 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. DEPOSIT. We will not commence service without receipt of a one hundred percent (100%) deposit of the estimated Event Price (the 'Deposit') at least seven (7) business days prior to the Event, or, for functions with more than 500 guests, fourteen (14) business days prior to the Event. Holidays and weekends are not included as business days. Outstanding Event Price balances shall be paid at the conclusion of the Event. Client understands that we will suffer substantial harm if Client cancels Client's 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. 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

In the event of a cancellation, the Deposit shall be applied to the Cancellation Fee. Client shall pay any outstanding amount of the Cancellation Fee above the Deposit within thirty (30) days of cancellation.

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 all applicable taxes on the 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, pandemics, epidemics, 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 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"). 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. **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.
21. **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.
22. **AUTHORITY.** The parties hereto represent that they each have full authority to enter into this Agreement.
23. **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 entities.
  - 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, and recommended health protocols as part of your Event.

24. 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

By: Linda Gorton

Signature:   
8CE1F4424DB0429...

Date: May 6, 2026 | 8:40 AM CDT

Legal Name: Levy Premium Foodservice Limited Partnership

By: Tom Habermann

Title: Catering Manager

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Certificate Of Completion

Envelope Id: AFFF9067-5353-4DA0-98E7-BC83DDDE83E0  
 Subject: Complete with Docusign: CPAAA LCC Catering Agreement v2.pdf  
 Source Envelope:  
 Document Pages: 4  
 Certificate Pages: 5  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Delivered

Envelope Originator:  
 Asia Ross  
 980 N Michigan Ave  
 #400  
 Chicago, IL 60611-4518  
 aross@levyrestaurants.com  
 IP Address: 170.85.12.128

## Record Tracking

Status: Original  
 3/26/2026 9:38:20 AM


Holder: Asia Ross  
 aross@levyrestaurants.com

Location: DocuSign

## Signer Events

Renita Happy  
 rhappy@lexingtonpolice.ky.gov  
 Security Level: Email, Account Authentication  
 (None)

## Signature

Signed by:  
  
8CE1F4424DBB429

## Timestamp

Sent: 3/26/2026 9:40:12 AM  
 Viewed: 3/26/2026 10:17:20 AM  
 Signed: 5/6/2026 8:40:17 AM

Signature Adoption: Uploaded Signature Image  
 Using IP Address: 199.165.138.12

**Electronic Record and Signature Disclosure:**  
 Accepted: 3/26/2026 10:17:20 AM  
 ID: bdfd1f50-54a8-41a9-a547-168f458d4b36

Tom Habermann  
 thabermann@levyrestaurants.com  
 Sales Manager  
 Security Level: Email, Account Authentication  
 (None)

Sent: 3/26/2026 9:40:13 AM  
 Viewed: 4/23/2026 5:55:53 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 4/23/2026 5:55:53 AM  
 ID: 973e2b5c-00b9-4651-a4cc-194468f0d639

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/26/2026 9:40:13 AM
Certified Delivered	Security Checked	4/23/2026 5:55:53 AM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Levy Restaurants (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Levy Restaurants:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: shayjohnson@levyrestaurants.com

**To advise Levy Restaurants of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at shayjohnson@levyrestaurants.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from Levy Restaurants**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to shayjohnson@levyrestaurants.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Levy Restaurants**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to shayjohnson@levyrestaurants.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will

have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Levy Restaurants as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Levy Restaurants during the course of my relationship with you.