

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 - 06/30/2025 to 06/30/2025

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.

25. 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: _____ Date: _____

Legal Name: Levy Premium Foodservice Limited Partnership

By: Tom Habermann Title: Catering Manager

Signature: _____ Date: _____