

Ovations Food Services L.P. d/b/a Spectra Food Services and Hospitality ("Spectra")
Palm Beach County Convention Center
650 Okeechobee Boulevard, West Palm Beach, FL 33401

CATERING SERVICE AGREEMENT

This agreement executed this _____ day of _____ 20____ by and between «Account_Name», having its principal office or residence at «Account_Address_Line_1» «Account_City», «Account_State» «Account_Postal_Code» hereinafter referred to as "Customer", and Ovations Food Services L.P. d/b/a Spectra Food Services and Hospitality ("Spectra"), hereinafter referred to as "Caterer".

RESPONSIBILITY OF CATERER

To cater and serve the agreed upon menu(s) at customer's "event(s)" to be held at the facility for the contracted date on «Event_Date». To provide such other requirements as are specified in the attached event order section of this agreement.

RESPONSIBILITY OF CUSTOMER

Customer must provide a guarantee of the total number of persons and/or quantities to be served (3) business days prior to the function. Caterer will be prepared 5% above the guarantee, capped at 30 meals. Any meals provided above the additional 5% will be charged an additional 20% fee in addition to the agreed upon pricing.

PAYMENT TERMS

All catered events are subject to a 22% Management charge and 6% Florida State sales tax. Customer will provide a tax-exempt form if applicable. This Management Charge is the sole property of the food/beverage service company or the venue owner, as applicable, is used to cover such party's costs and expenses in connection with the catered event (other than employee tips, gratuities, and wages), and is not charged in lieu of a tip. The Management Charge is not a tip, gratuity, or service charge, nor is it purported to be a tip, gratuity or service charge, for any wait staff employee, service employee, service bartender, or other employee, and no part of the Management charge will be distributed (as a tip, gratuity, or otherwise) to any employee who provides service to guests. Customer agrees to pay caterer deposit amounts as outlined in Exhibit A to confirm your catering order. Customer agrees to pay caterer the balance of the anticipated amount due no later than three (3) business days prior to the event. Arrangement for billing terms other than stated above must be approved 30 days prior to your event.

CANCELLATION

Cancellation of food functions must be sent in writing to your Spectra Sales representative. Any cancellation received more than 30 days of the scheduled event will result in a fee equal to 25% of the estimated food and beverage charges. Any cancellation received less than 30 days in advance of the scheduled event will result in a fee of 50% of the estimated food and beverage charges. Any cancellation received after the Final Guarantee has been provided will result in a fee equal to 100% of the charges on the affected Banquet event order(s).

OUTSIDE FOOD & BEVERAGES

No food or beverage of any kind will be permitted to be brought into the facility by the patron or patron's guests or invitees without prior written approval of the General Manager or Food & Beverage Director. Food items may not be taken off the premises; however, at Spectra sole discretion, excess prepared food is donated under regulated conditions to agencies feeding the underprivileged.

APPROVAL OF CONTRACT

Caterer shall not be responsible for any losses resulting from non-fulfillment of any terms or provisions of this Agreement if caterer shall be delayed or prevented from performing in whole or in part because of war, riot, strike, flood, or by any other act of occurrence not within control of caterer or which caterer could not prevent.

Each person signing this agreement on behalf of the customer represents that he has full authority to bind the customer and will be jointly and severally liable for all amounts owing if said authority is found to be true. This agreement shall be binding upon the parties hereto, their heirs, administrators, executors, successors, and assignors.

«Account_Name»

Spectra Food Services and Hospitality

Signed: _____

Signed: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____