

Make it Memorable...



TERMS & CONDITIONS 2018



300 E. Green Street | Pasadena | CA | 91101

CATERING TERMS AND CONDITIONS

Centerplate is the exclusive provider of food & beverage services within The Pasadena Convention Center & Civic Auditorium.

If you have selected one of the above mentioned venues for your event, thank you!

EXCLUSIVITY

Centerplate retains the exclusive right to provide all food and beverage in the Pasadena Convention Center & Civic Auditorium. All food and beverages, *including bottled water*, must be purchased from Centerplate. To confirm these arrangements, please sign, date and return this Agreement with your deposit as indicated above. The deposit will be credited towards the total cost of the Event; however, the deposit will not be refunded in the event you cancel within five (5) days of your first event. Deposits may be presented as checks, wire transfers, or money orders. The deposit will not bear interest. Centerplate shall not be required to provide any services hereunder, nor will Centerplate be required to commence planning for the Event, unless and until Customer has returned a signed copy of this Agreement to Centerplate and has paid the deposit to Centerplate within the required time period.

DEPOSIT, TERMS, PAYMENT SCHEDULE

(1) In order to guarantee services, pre-payment is required on all contracts.

(2) A ninety percent (90%) deposit and this signed Agreement is due thirty (30) days prior to the start of your Event.

(3) The remaining balance will be due a minimum of five (5) business days prior to the start of the Event.

(4) Any additional amounts due Centerplate from the Customer will be based on the actual number of persons/items served and any on site services requested and approved during your Event. Unless credit terms have been extended, a completed credit card authorization form must be provided by the Customer as a guarantee of payment for any additional on-site services rendered. We accept MasterCard, Visa, American Express, and Discover. On-site charges will be reconciled daily. Approved credit balance(s) after the agreed terms, will be subject to interest at the monthly rate of 1.5% (or, if lower, the maximum legal rate).

(5) Customer shall, within ten (10) business days from the invoice date, advise Centerplate in writing of any discrepancies so that Centerplate may review and, if necessary, make any proper adjustments.

DEPOSITS – FOR SOCIAL EVENTS (NON-CONVENTION RELATED)

(1) A ten percent (10%) non-refundable deposit based on the food and beverage minimum is required upon signing of the venue contract.

(2) An additional deposit of sixty-five percent (65%) of the total estimated food and beverage balance is required thirty (30) days prior.

(3) The remaining balance is required five (5) business days prior to the event by certified check, cashier's check or credit card.



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(4) Any additional charges incurred during the function will be due on completion of the event and must be paid by credit card.

CANCELLATION WITH FOOD AND BEVERAGE MINIMUMS

SEE PCOC CANCELLATION POLICY

Cancellation 12 months or more prior to the arrival date	Base Rental Fee
12 months to 90 days prior to the arrival date	Base Rental Fee plus 25% of F & B Minimum
90 days prior to the arrival date	Base Rental Fee plus 50% of F & B Minimum
Up to 90 days prior to the arrival date	Base Rental Fee plus 75% of F & B Minimum

CANCELLATION WITHOUT FOOD AND BEVERAGE MINIMUMS

Cancellation of event (30) days prior to the event date is subject to 50% of the estimated food and beverage subtotal.

I. CENTERPLATE'S SERVICES

Centerplate shall cater and serve the menu(s) agreed to by the parties at Customer's event(s) (collectively, the "Event"), which Event shall be held at the Facility as described in any Banquet Event Order ("BEOs") executed in furtherance of this Agreement and made a part hereof. Centerplate and Customer agree that the Customer may have additional personnel authorized to make decisions on behalf of the Organization's Event. The Customer shall inform Centerplate in writing who their authorized personnel are. To the extent BEOs are created hereafter, once such BEOs are signed (inclusive of the Customer's authorized personnel), they shall be deemed to be part of, and are hereby incorporated into this Agreement.

II. CHARGES FOR CATERING SERVICES

A. PRICES

A good faith estimate of food and beverage prices will be provided six (6) months in advance of the Event's start date and will be confirmed at the signing of the Agreement. Due to fluctuating market prices, however, Centerplate reserves the right to make product substitutions based on specific commodity price increases.

B. GUARANTEED ATTENDANCE

(1) The Customer shall notify Centerplate, not less than five (5) business days (excluding holidays and weekends) prior to the Event, the minimum number of persons that Customer guarantees will attend the Event (the "Guaranteed Attendance").

(2) There may be applicable charges for Events with minimal attendance.

(3) The Guaranteed Attendance shall not exceed the maximum capacity of the areas within the Facility in which the Event will be held.

(4) Centerplate will be prepared to serve five percent (5%) above the Guaranteed Attendance, up to a maximum of twenty-five (25) meals (the "Overage").



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(5) If this Overage is used, the Customer will pay for each additional person at the same price per person/per item, plus applicable service charge and sales tax.

(6) Should the Guaranteed Attendance increase or decrease by thirty-three percent (33%) or more from the original contracted number of guests, an additional charge of twenty percent (20%) may apply per guaranteed guest, at Centerplate's discretion.

(7) If Customer fails to notify Centerplate of the Guaranteed Attendance within the time required, (a) Centerplate shall prepare for and provide services to persons attending the Event on the basis of the estimated attendance specified in the BEOs, and (b) such estimated attendance shall be deemed to be the Guaranteed Attendance.

(8) Should additional persons attend the event in excess of the total of the Guaranteed Attendance plus the Overage, Centerplate will make reasonable efforts to accommodate such additional persons subject to product and staff availability. Customers will pay for such additional persons and/or a la carte items at the same price per person or per item plus the service charge and sales tax.

C. PER PERSON CHARGES/PER ITEMS

If the BEOs provided for reflect per person charges, Customer shall pay Centerplate for every person served at each Event at the per person charge specified on the BEOs provided. However, if the number of persons served at the Event is less than the Guaranteed Attendance, the Customer shall pay the per person charges on the basis of the Guaranteed Attendance. Centerplate reserves the right to count guests using a mutually agreed upon counting method for an Event which is billed on a per person basis. Should this guest count be less than the Guaranteed Attendance, the Customer shall pay the Guaranteed Attendance.

If the BEOs provided for reflect a per item charges, Customer shall pay Centerplate for every item served at each Event at the per item charge specified on the BEOs provided.

D. SERVICE/ADMINISTRATIVE CHARGES; TAXES; ADDITIONAL CHARGES

Customer shall pay to Centerplate:

(1) A service charge shall apply to all food and beverage charges. Current sales taxes apply to all food, beverage, labor charges, equipment rentals and service charges, and are subject to applicable tax laws and regulations. The Service Charge is added to your bill for this catered event/function (or comparable service). A portion of the total amount of this Service Charge is a "House" or "Administrative Charge" which is used to defray the cost of set up, break down, service and other house expenses. The balance of the total amount of this Service Charge may be distributed to the Employees providing the service. *It is not purported to be a gratuity and no party of it will be distributed as gratuities to any employees providing services to the guests.*



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(2) If the Customer is an entity claiming exemption from any form of taxation in the State where the Facility is located, the Customer must deliver to Centerplate satisfactory evidence of such exemption from such sales tax thirty (30) days prior to the Event in order to be relieved of its obligation to pay such sales tax.

E. ADDITIONAL SERVICES AND CORRESPONDING FEES

China Service: In all carpeted Meeting Rooms, china service will automatically be used for all plated meals services, unless our high-grade and/or compostable disposable ware is requested.

All Food and beverages events located in the Exhibitor Hall or Concourse/Foyer with the exception of plated meals, are accompanied by high-grade and/or compostable disposable ware. If china is preferred your catering sales professional will be happy to offer suggestions for your consideration and quote corresponding china fees.

SPECIAL MEAL REQUESTS

The Pasadena Convention Center is not a gluten free or kosher facility; however, Vegan, Halal, and Kosher requests can be accommodated. We cannot guarantee that cross contamination with allergens will not occur and cannot assume any responsibility or liability for a person's sensitivity or allergy to any food item provided in our facility. Halal and Kosher meals would be ordered from an outside source at a special price.

All special meals must be pre-ordered. Attendees must provide a special indicator (ticket or badge) so our staff is aware of the special request. The special meal indicator must be provided by the client and a copy must be provided to the Catering Sales contact prior to the event.

Special Dietary and Allergy Restriction meals will be charged an additional 5% surcharge based on selected menu.

MINIMUMS

All sales minimums are calculated using net sales (gross receipts minus sales tax & service charge). If any individually contracted catered service does not exceed a \$350 food and beverage sale, per four (4)-hour meal period, a fee of \$150 will apply to each meal function.

LINEN SERVICE

Centerplate provides its in house linen for all meal functions with our compliments. Additional linen fees will apply for specialty liens or linens required for meeting and functions. Your catering sales professional will be happy to offer suggestions for your consideration and quote corresponding linen fees.

HOLIDAY SERVICE

There will be an automatic additional labor fee for food and beverage service or preparatory days on the following Federal holidays: New Year's Eve and Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

At the time of booking the Event(s), Centerplate will notify the Customer of estimated labor fees based on the information supplied by the Customer.



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DELAYED OR EXTENDED SERVICE

On the day of your Event, if the agreed upon beginning or ending service time of your meal changes by 30 minutes or more, an additional labor charge may apply. Should your Event require extended pre or post service or stand by time, often necessitated by functions of 250 or more attendees, an additional labor charge may apply at Centerplate's discretion.

SPEAKER WATER/WATER SERVICE

Speaker water is provided for speakers in the podium or on the head table, provided compliments of Centerplate. Water station for attendees or for exhibit show floors will incur additional charges. A service attendant may be provided by Centerplate to set up and replenish attendee water service at a rate of \$150 per (4) hours of consecutive service. All Centerplate water services will provide quality plastic ware. Filter water coolers are available in our public space at no additional cost.

BARTENDER FEES

Bartender fee of \$175 per bartender will apply for the first four (4) hours of service; \$50/hour per bartender will apply for each additional hour. Bar service must conclude thirty (30) minutes prior to the end of the event.

HOSTED DRINK TICKETS

All hosted drink tickets are to be guaranteed and anything above the guarantee amount will be charged on consumption. Drink tickets will be supplied by Centerplate.

DONATED WINE & CHAMPAGNE PRODUCT

Corkage fee for all donated product is \$20 plus service charge and tax, per bottle. Product must be received one day prior to the event. All donated product received by Centerplate will be considered property of Centerplate and will not be returned. Donated product must be delivered to Centerplate with a \$0 invoice and in its original, un-opened, manufacturer packaging.

CONCESSIONS/PORTABLE SNACK CARTS

If cash food operation is requested and sales do not exceed a minimum of \$1,000 per consecutive meal period (4-hours) a minimum labor charge of \$550 per meal period or the difference between sales & \$1,000 will apply, plus applicable sales tax.

Portable snack carts have a \$500 sales minimum per consecutive meal period (4-hours) or a \$275 labor fee will apply.

*For additional concession hours, a minimum of \$250 in sales is required per additional hour open or a \$125 labor fee per hour opened will apply.

Note: Concessions is not a catered service. Concessions operation hours are subject to change based on the flow of business.



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SECURITY

At the discretion of the Facility, in order to maintain adequate security measures, you may be required to provide security for certain events. Security personnel will be at the Customer's sole expense. Please consult with your Facility event manager for details.

III. MISCELLANEOUS PROVISIONS

A. LIQUOR LAWS

Centerplate and Customer shall comply with all applicable local and state liquor laws, and further agree that neither Customer nor any of the Customer's guests will provide or require Centerplate to provide alcoholic beverages to any minors or to any persons who, in the opinion of Centerplate, are intoxicated. Alcohol must be consumed in the designated areas. Centerplate reserves the right to suspend or stop alcohol service during an Event.

B. CHANGES IN SERVICE

The dates and times of service specified on the BEOs and the other terms and conditions of this Agreement may be changed only by a written addendum signed by both the Customer and Centerplate. Any additional expenses arising from changes made at the Customer's request will be paid by the Customer.

C. FORCE MAJEURE

The performance of this Agreement by either party is subject to acts of God, acts of terrorism, war, government authority, or any other emergency that makes it impossible or illegal for Centerplate to provide the services or for Customer to hold the Event. Either party may terminate this Agreement, without penalty, for any of the above reasons by serving written notice upon the other party. If the force majeure event occurs within fourteen (14) days of the Event date(s), Customer shall pay to Centerplate a cancellation charge calculated to compensate Centerplate for its actual out-of-pocket product and labor costs incurred and documented.

D. DISPUTE RESOLUTION

Centerplate and Customer shall attempt to resolve any dispute promptly by negotiation between executives of each party who have authority to settle the dispute.

E. INDEMNIFICATION

Each party to the Agreement shall indemnify, defend and hold harmless the other party and Centerplate's Facility client and their respective officers, directors, agents, subcontractor and employees and each of them, from and against any and all demands, claims, actions or liabilities or whatsoever kind and nature including judgments, interest and reasonable attorney's fees and other costs, fee, expenses and charges (collectively, "Claims"), arising out of or caused by the indemnifying party's negligence or willful misconduct in connection with the Event(s). The terms of this section shall survive the termination or expiration of this Agreement.



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F. INSURANCE

If requested by the Customer at least then (10) business days prior to the Event(s), Centerplate agrees to provide a Certificate of Insurance. Centerplate shall not be obligated to provide insurance coverage greater than the coverage currently provided to the owner or manager of the Facility.

G. MEETINGS

Customer and Centerplate shall each designate a representative to meet as follows:

(1) No later than five (5) business days before the start of the Event(s) to review BEOs, guarantees, and any other necessary charges or business requirements.

(2) On a daily basis during the Event to review the previous day's services, verify charges, and discuss upcoming services.

(3) Within twenty-four (24) hours after the conclusion of the Event, to review and discuss all services provided at the Event and final charges.

H. AUTHORITY

The person signing this Agreement on behalf of the Customer represents and warrants that he/she has full authority to legally bind the Customer on the date signing this Agreement, and the person signing the Agreement shall be jointly and severally liable for all amounts payable under this Agreement if such representation and warranty is untrue. Each person signing this Agreement represents and warrants that their execution and delivery of this Agreement does not require the consent or approval of any other person, entity or governmental agency or authority.

I. ASSIGNMENT

Customer may not assign this Agreement or any of the Customer's rights hereunder without the prior written consent of Centerplate.

ATTORNEY'S FEES

If Centerplate institutes suit or other action against the Licensee to enforce this contract or seek damages with respect to a default of the Licensee's obligations hereunder, Centerplate shall be entitled to recover all costs and reasonable attorney's fees.

J. BINDING EFFECT

This Agreement shall be binding upon the parties hereto, and their respective permitted successors and assigns.

K. INTEGRATION

This Agreement states the entire agreement of the parties with regard to the matters described herein and supersedes all previous agreements, oral or written.



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L. NOTICES

All notices required under this Agreement and the BEOs shall be given in writing and addressed as shown on the first page of this Agreement.

M. WAIVER

The failure of either party to exercise any right or remedy under this Agreement on one or more occasions shall not constitute a waiver, express or implied, of such right or remedy, then or in the future, or otherwise constitute a precedent for any future conduct, actions, or inaction unless specifically stated in writing signed by the waiving party.

N. RELATIONSHIP OF PARTIES

Centerplate is an independent contractor. Nothing herein shall be construed to create a partnership, joint venture, agency or employment relationship between the parties.

O. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to its conflicts of law rules.

P. COUNTERPARTS

This Agreement may be executed in one or more counterparts and each such counterparts, for all purposes, shall be deemed to be an original, but all of such counterparts together shall constitute one and the same instrument, binding upon the parties, notwithstanding that all of the parties may not have executed the same counterpart.

Q. MODIFICATION

No modification of any of the terms or conditions of this Agreement shall be effective unless such modification is expressed in writing and signed by the party against who enforcement of such modification is sought.

A SIGNED ACKNOWLEDGEMENT PAGE IS REQUIRED PRIOR TO THE EVENT.

Printed Name _____
Date _____
Event Name _____
Event Date _____
Signature _____



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