



MORRISSEY
HOSPITALITY

ST. PAUL RIVERCENTRE CATERING CONTRACT

MHC Culinary Group
175 West Kellogg Boulevard, Suite 503
St. Paul, MN 55102
651-726-1950
www.mhcculinarygroup.com

Dear Client Name,

Thank you for choosing MHC Culinary Group to host your Event starting on Date. On behalf of our team, we appreciate your business and look forward to working with you.

All necessary Event Documents covering the specifics of your catering needs will be sent electronically for your signature. Please carefully review this Catering Contract and the Event Orders, and sign where indicated.

At the conclusion of your event, you will be invoiced for your total bill. Your prompt attention and thorough review of all documents will greatly assist us in providing the best possible service for your event. The current estimated total for your event is \$0.00.

If you have any questions, please do give me a call at 651-726-8804. Again, thank you for your business.

Sincerely,

Julia Hurtley
Director of Catering Sales
MHC Culinary Group
julia.hurtley@rivercentrecatering.org
651-726-8804

All reservations and agreements are made upon and are subject to the rules and regulations of MHC Culinary Group.

Event:

Event Start Date:

Event End Date:

Location: St. Paul RiverCentre

Contact:

Exclusivity: MHC Culinary Group retains the exclusive right to provide and control the sale of all food and beverage

catering services required for St. Paul RiverCentre.

Payment: MHC Culinary Group accepts MasterCard, Visa, Discover and American Express for up to a maximum of five thousand dollars (\$5,000) per event. MHC Culinary Group accepts checks and EFT payments. A signed Agreement and signed Catering Event Orders are required 14 days prior to the function in order for services to occur.

Prices: Menu prices will be guaranteed for a maximum of sixty (60) days with a signed MHC Culinary Group contract and deposit on file. All menu prices are subject to a 24% service charge and applicable sales tax.

Service Charge and Taxes: All menu prices are subject to a 24% service charge. This charge is not the property of any one (1) employee and is dispersed in accordance with our Union Collective Bargaining Agreement. All menu prices and service charges are subject to federal, state, municipal or other taxes applicable to the Event. Client will be responsible for completing and providing Certificate of Exemption if applicable. Completion of this form does not mean MHC Culinary Group accepts exemption. For information concerning exemption please visit:

<http://www.revenue.state.mn.us/businesses/sut/factsheets/FS137.pdf>

Sampling and Serving of Food and Non-Alcoholic Beverages: Saint Paul RiverCentre retains the exclusive right to provide, control and retail all food and beverage services throughout the facility for events including catering, concessions, novelties, the sale of alcoholic and non-alcoholic beverages and retain any revenues. The exclusive rights may be waived in case of trade/exhibit shows or conventions that are of a food and or beverage nature and are not open to the general public. Waivers must be made by Saint Paul RiverCentre in advance of the show.

Exhibitors may exhibit only merchandise which they normally serve or produce in the ordinary course of their business and may only distribute such quantities that are reasonable in regards to the purpose of promoting the merchandise. Food service exhibitors may distribute food sampling in the contracted areas only and must not be competitive with the food and beverage services offered for sale by the facility's food and beverage providers. All sampling must be approved in advance by Saint Paul RiverCentre. Exhibitors or show managers are not permitted to bring food, beverage and or alcoholic beverages for use in their hospitality or backstage areas.

If exhibitors require food to be cooked or heated at one of their exhibits, they must contact the Catering Department for arrangements. No one is to use the kitchen or any of the service areas without direct approval and involvement of MHC Culinary Group.

Any exhibitors giving away and or selling food and beverage products must have a permit and all appropriate fees on file with the Minnesota Department of Health. Exhibitors will also be fully responsible for any and all liabilities that may result from the consumption of their products and not MHC Culinary Group nor the City of Saint Paul.

Special Events: Functions of 2,000 guests or more are considered "special events." These events require customized menus due to the logistical planning involved, as well as additional labor and equipment needed to successfully orchestrate such events. Due to these requirements, special events may be subject to earlier guarantee dates.

Performance: It is mutually agreed and understood that the performance by either party is subject to acts of God, war, government regulation, disaster, strike, civil disorder, curtailment of transportation facilities, and physical alteration of facilities for the event. Any one or more of the above reasons may constitute grounds for termination of any Agreements by written notice to the other party.

Conduct: Client/Licensee shall conduct the Event in an orderly manner, in full compliance with applicable laws and regulations and the Facility's rules and terms. ~~Client/Licensee agrees to be responsible for any damage done to the premises during the period of time that the premises are occupied or entitled to be occupied by the Client/Licensee.~~

Alcoholic Beverages: No alcoholic beverages shall be brought into the facility for sampling or consumption without approval from an Executive Officer of MHC Culinary Group.

For select events, donated wine and champagne will be permitted provided the following criteria are met:

- Written requests shall be submitted to the catering department 30 days prior to the event – stating the event, event date, selection, number of cases and delivery date.
- If approved, a corkage fee of \$25.00 per bottle (750 ml) will be charged for all wine and champagne brought on the premises. Corkage fees are subject to the 24% service charge and applicable to sales tax.

- All donated product that will be served at the event must be invoiced by the donating vendor to MHC Culinary Group. The invoice must come with a \$0.00 balance due.
- No donated product will be accepted without a proper invoice.
- No product will be returned or removed from the premises at the conclusion of the event.

Last Call for Alcohol: Bar service will conclude at least fifteen minutes prior to the building vacate time contracted with last call occurring at least 30 minutes prior to the bar closing.

Minnesota State Law states: persons, under the age of 21 are not permitted to purchase or consume alcoholic beverages. Persons

who appear to be intoxicated are not permitted to purchase or consume alcoholic beverages. MHC Culinary Group reserves the right to refuse service to anyone at anytime.

~~**Protection:** The Client/Licensee Agrees to protect, indemnify, defend and hold harmless MHC Culinary Group, Morrissey Hospitality Companies, Saint Paul Arena Company, RiverCentre Authority and the City of Saint Paul, and their respective employees and agents against all liabilities, judgments, liens, expenses, claims, losses or damages sustained or incurred in connection with any claims, suits, actions or proceedings made or brought against any such party as a result of any negligent acts or omissions of Client/Licensee (or Client/Licensee's officers, employees, agents and invitees). In the circumstance of a hosted bar, there is the possibility of additional insurance and or security requirements. MHC Culinary Group will make such determinations on an event by event basis.~~

Health and Insurance Regulations: The Minnesota Department of Health does not allow the removal of food from the premises once it has been prepared, served, displayed or held for service.

Guarantees: Please be sure that your signed Catering Event Orders are received by the Catering Office 14 days prior to the event date in order to ensure the availability of all items.

So that proper planning and execution of the event may occur, the client is required to guarantee the number of attendees. The client is responsible for payment of the final guaranteed number even if fewer guests actually attend the function. The client assumes the responsibility to establish guaranteed attendance. Any change in the guaranteed number of guests is also the responsibility of the client. Guarantee changes must be communicated in writing, and must meet the time constraints specified below. In the event time constraints are not met, charges will be based on the original estimated attendance on the Catering Event Order. It is necessary that the guaranteed number of guests be confirmed by 10:00 am, five working days prior to your event. For example, an event scheduled on a Monday must be confirmed by 10:00 am the preceding Monday. MHC Culinary Group will allow for numbers greater than the guarantee by preparing meals and place settings for 3% over the guaranteed attendance to the maximum of 30. When requesting additional seating above and beyond MHC Culinary Group's standard for meal functions, an overset fee of \$2.50 will apply for each additional seat provided and a fee of \$7.50 will apply for each additional place setting provided. Special dietary requests may incur additional fees. Special meal requests need to be communicated prior to the final guarantee due date. In addition, special meal requests onsite WILL be charged above the final guarantee.

Service Areas for Food Functions: It is the responsibility of the client to ensure that adequate space is available for food service areas when designing the floor plan for meal functions.

Catering Services: Due to staffing requirements, the following minimums apply to catering services. Catering services will be provided free of labor charges if sales exceed \$480.00 per three hour period. If sales are not reached, a fee of \$240.00 will be applied for each period the minimum is not met.

Conditions Subject to Additional Charges: Any of the following circumstances may result in additional charges, please contact your Catering Sales Manager for specific pricing:

1. Exceeding a ninety (90) minute program (including prior, during & proceeding meal service).
2. Less than two (2) hours allowed for room set-up (room set-up by RiverCentre must be complete).
3. Room set that requires room to be set more than two (2) hours prior to start of an event.
4. Requested perishable pre-set items above final guarantee will be charged at a la carte pricing.

5. Distribution of materials and gifts: MHC Culinary Group will place up to two (2) items at each setting as supplied by client. A twenty five cent (\$0.25) fee, per additional item, will be charged. Any items left after room set is completed will be returned to client prior to the start of the event. Client is responsible for all items including pre-set items on guest tables upon completion of room set. Upon request, MHC Culinary Group will make a reasonable attempt to collect any pre-set items after event and return to client. MHC Culinary Group will not accept responsibility for items stored after event. Client must take materials with them upon departure.

Off Premise Services: A \$2.50 for disposable or \$4.00 for china per person set-up fee will apply to all full service off premise catering services in addition to any delivery fees and or food and beverage minimums that may apply based on the type and scope of the event.

Changes: Any changes, revisions, additions and/or deletions made on this contract must be mutually agreed upon by both parties and confirmed in writing. Each person signing this agreement on behalf of customer represents that they have full authority to bind customer ~~and agrees that he/she will be jointly and severally liable with customer or all amounts owing there under.~~

Entire Agreement: This Agreement, in addition to all Event Orders, constitutes the entire Agreement between the parties and supersedes all prior agreements or understanding between MHC Culinary Group and the Client. No change, modification or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both parties. ~~MHC Culinary Group shall be entitled to rely upon this person for all aspects of the performance of this Agreement. MHC Culinary Group shall be able to take action with respect to this Agreement in reliance upon consents or written approvals provided by the below named person.~~

Customer Information

RhondaLayer

layer006@umn.edu

University of Minnesota College of Continuing and Professional Studies

Client Signature

I agree to the terms and conditions of this contract.

First name

Last name

Date

Signature

MHC Culinary Group

175 West Kellogg Boulevard, Suite 503

St. Paul, MN 55102

651-726-1950

www.mhcculinarygroup.com

Venue Signature

I agree to the terms and conditions of this contract.

2

First name

Last name

Date

Signature

