



[Date]

CLIENT NAME

COMPANY NAME: Regents of the University of Minnesota,
through [insert department name]

ADDRESS

CITY, STATE ZIP

Dear **NAME**,

Thank you for selecting St. Paul RiverCentre to host your **EVENT NAME** on **DATE**. On behalf of our team, we appreciate your business and look forward to working with you.

Enclosed you will find the necessary Event Documents that cover the specifics for your catering needs. Please carefully review the Event Orders and Catering Contract. After signing each of these documents please return them to our office along with a non-refundable deposit of \$**AMOUNT** by **DATE**. MHC Culinary Group accepts MasterCard, Visa, Discover and American Express for up to a maximum of five thousand dollars (\$5,000) per event. All signed documents must be returned to:

MHC Culinary Group
175 West Kellogg Boulevard
Suite 503
Saint Paul, Minnesota 55102

At the conclusion of your event, **you will be invoiced or credited** for any additional balance on 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.

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

Sincerely,

A handwritten signature in cursive script that reads 'Katie Martinson'.

Katie Martinson
Catering Sales Manager
MHC Culinary Group
kmartinson@mhcculinarygroup.com
651-726-8804

ST. PAUL RIVERCENTRE CATERING CONTRACT

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

Event Date: xxxxxxx, 20 Location: St. Paul RiverCentre
Name of Event: xxxxxxxxxxxxxxxxxxx Contact: xxxxxxxxxxxxxxxxxxx

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.

Deposits: A non-refundable deposit of 100% of estimated charges is required with a signed Catering Agreement to confirm the event. 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 22% service charge and applicable sales tax.

Service Charge and Taxes: All menu prices are subject to a 22% 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.

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 will be charged for all wine and champagne brought on the premises. Corkage fees are subject to the 22% service charge and applicable to sales tax.
- All donated product that is unopened must be removed from the property at the conclusion of the event. No opened bottles shall be removed from the property.
- MHC Culinary Group will not be responsible for spoilage, uncorked bottles not consumed, nor any bottles left on the premises after 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.

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, three working days prior to your event. For example, an event scheduled on a Monday must be confirmed by 10:00 am the preceding Wednesday. 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 \$5.00 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 \$250.00 per three hour period. If the \$250 per three hour minimum is not reached, a fee of \$160.00 will be applied for each three-hour period \$250 in sales 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:

- a. Exceeding a ninety (90) minute program (including prior, during & proceeding meal service).
- b. Less than two (2) hours allowed for room set-up (room set-up by RiverCentre must be complete).
- c. Room set that requires room to be set more than two (2) hours prior to start of an event.
- d. Requested perishable pre-set items above final guarantee will be charged at a la carte pricing.
- e. 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 \$3.00 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 he/she has full authority to bind customer.

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 REPRESENTATIVE

REGENTS OF THE UNIVERSITY OF MINNESOTA
REPRESENTATIVE

Signature: _____

Signature: _____

Title: Catering Sales Manager

Title: _____

Date: _____

Date: _____