

CATERING SERVICES

- ❖ Caterer reserves the right, if additional persons attend event, to charge double as per the agreement.
- ❖ Caterer reserves the right to charge additional items on the day of event if varied from this agreement.
- ❖ Caterer reserves the right to charge a traveling fee of \$1.00 per mile from Caterer's principal location to event location.
- ❖ Group will be responsible for any damages caused to the Caterer's equipment.
- ❖ With the confirmation of your outdoor event, Group accepts the responsibilities and risks inherent with the weather. Group hereby waives all claims and indemnifies and holds Caterer harmless for, from and against any weather-related damages, injuries, costs or cancellations, including any and all consequential damages. Moreover, Caterer shall have the right, but not the obligation, to move the event indoors to a reasonably acceptable replacement space in the event that Caterer deems the weather to be unstable or dangerous. Should Group request to move the event indoors due to impending weather, it shall give not less than 12 hours' notice to Caterer, and the move shall be subject to available space. Should Group decide (or be forced) to move its event indoors upon less than 12 hours' notice, then a re-set fee may be imposed to compensate Caterer for having to breakdown and re-set the event. The amount of this fee will depend on several factors, including size of event, room requirements, season and timing, etc.

BILLING/CREDIT PROCEDURES

DEPOSIT: The Caterer requires a non-refundable deposit of **\$1,000**. The initial deposit (*) must be received with signed contract prior to **Change to current date** in order to guarantee a hold on Group's event. If deposit is not received by the agreed date, Caterer will no longer be required to continue to hold the event date requested by Group.

NONREFUNDABLE DEPOSIT SCHEDULE

Date Due : UPON TESTING FOOD

Total Deposit : \$1,000

Estimated Balance due (Based on Final Attendance)

PAYMENT: Full pre-payment is due thirty (30) days prior to event. Seventy-two (72) hours prior to event, guaranteed number of guests is due and any remaining balance to be paid via certified bank check, credit card or cash. **It is then asked that the Group provide a credit card backup for any last minute expenses incurred by the Group. Should the above not take place, the Caterer reserves the sole right to terminate function(s) but cancellation penalty, as stated above still applies.**

CANCELLATION/MODIFICATION

CANCELLATION: Group and Caterer have entered into a binding commitment. The Caterer is Committed to providing services specified in this Agreement and the Caterer has offered based upon anticipated revenues for your event.

By Group: If Group decides to cancel this Agreement, reduce the size of your meeting or event and/or attendance, or reduce the amount of food and beverage services, Group agrees that the Caterer will suffer damages. The exact amount of damages will be difficult to determine. Notwithstanding the foregoing, the Deposit shall be retained by Caterer.

CANCELLATION OF CONTRACT: Group agrees that if it cancels this Agreement, the Caterer will suffer damages.

CATERER CONTACT/NOTICES: All notices, offers, acceptances, requests and other communications hereunder shall be in writing and shall be deemed to delivered if hand delivered or sent by Federal Express, or certified or registered mail to the Group contact on the first page of this Agreement, or, if to Caterer, to the following address: Caterer Address: **MAA VIMLA CATERING LLC, 5336 Old Winter Garden Road, Suite #10, Orlando, FL 32811.** Caterer may change Caterer's designated contact at any time upon notice. Caterer will not be bound by any notice unless delivered to Caterer in the manner specified herein.

GENERAL PROVISIONS

DAMAGE CLAUSE: In the unlikely event that damage to any Caterer property occurs as a result of any guest related to Group, Group agrees to assume all liability and expense and agrees that, in addition to any other rights as against such guest or others, Caterer may charge Group's Account or directly bill Group for all such charges. Group shall indemnify, defend and hold harmless Caterer and its officers, directors, partners, affiliates, members and employees from and against all demands, claims, damages to persons and/or property, losses and liabilities, including reasonable attorney fees (collectively "Claims") arising out of or cause by Group's negligence or intentional misconduct. Group shall not have waived or be deemed to have waived, by reason of this paragraph, any defense that it may have with respect to such claims.

GROUP'S PROPERTY: Group agrees and acknowledges that Caterer will not be responsible for the safe-keeping of equipment, supplies, written material or other valuable items left in function rooms, guest rooms or anywhere on Caterer property. Accordingly, Group agrees that it will be responsible to provide security of any such aforementioned items and hereby assumes responsibility for loss thereof. Group may not rely on any verbal or written assurances provided by Caterer staff, other than as provided in this Agreement.

FORCE MAJEURE: The performance of this Agreement is subject to any circumstances making it illegal or impossible to provide or use Caterer facilities, including Acts of God, war, government regulations, disaster, strikes, civil disorder (including terrorism or threats of terrorism) or curtailment of transportation facilities. **This Agreement may be terminated for any one of the above reasons by written notice from Caterer or Group.**

DISPUTE RESOLUTION: Caterer and Group agree to use its best efforts to resolve any disputes under this Agreement through informal means. In the unlikely event that formal action must be taken, this Agreement will be interpreted in accordance with the laws of the State in which the Caterer is situated and the exclusive venue for any dispute arising out of this Agreement shall be in the county or

city in which the Caterer is situated in Orange County, Florida. The prevailing party to any litigation shall be entitled to recover, in addition to damages, all legal costs and reasonable attorney fees as fixed by the Court, both at the trial and appellate levels, and in any bankruptcy case and post judgment proceedings.

To the extent allowed by law, the parties hereto hereby waive the right to a jury trial in any action or proceeding regarding this Agreement.

ENTIRE AGREEMENT: This Agreement and any Exhibits hereto constitutes the entire agreement between the parties and supersedes any previous communications, representations or agreements, whether written or oral. Any changes to this Agreement must be made in writing and signed by authorized representative of each party is to be considered binding.

MISCELLANEOUS: The persons signing this Agreement for Caterer and Group each warrants that they are authorized to bind the Caterer and Group, respectively. Any provision of this Agreement that is deemed unenforceable shall be ineffective to the extent of such unenforceability without invalidating or rendering the remainder of this Agreement invalid. Each party shall execute such other and further documents as may be necessary to carry out the intention as well as to comply with the provisions of this Agreement.

NO ASSIGNMENT: Group may not assign or transfer this Agreement or any part thereof without the written consent of Caterer. Any attempted assignment or transfer by Group without such consent may, at the option of Caterer, be deemed to be a cancellation of this Agreement by Group, in which case Group shall remain liable for all cancellation charges set forth herein.