

ARAMARK Convention Center and Cultural Attractions

CONVENTION CENTERS or CULTURAL ATTRACTION
650 Okeechobee Boulevard, West Palm Beach, FL 33401
561-366-3030
E-Fax Number: 561-366-3030
www.aramark.com

CATERING SERVICES AGREEMENT

Date: June 5, 2007

This Agreement is by and between ARAMARK at The Palm Beach County Convention Center ("Caterer") and The School District of Palm Beach County ("Customer"), having an address of:

Board
3330 Forest Hill Boulevard
West Palm Beach, FL 33406

Attention: Celia Elrod
Phone: 434-7348

Caterer and Customer, intending to be legally bound, agree as follows:

I. CATERER'S SERVICES

Caterer shall cater and serve the menu(s) agreed to by the parties at Customer's event(s) (the "Event(s)"), which Event(s) shall be held at The Palm Beach County Convention Center (the "Facility") as described on the catering order(s) attached or to be attached to this Agreement and made a part hereof (the "Catering Order(s)"). To the extent Catering Orders are created hereafter, once such Catering Orders are signed by both parties, they shall be deemed to be part of, and are hereby incorporated into, this Agreement.

II. CHARGES FOR CATERING SERVICES

- A. Per Person Charges. If the Catering Order(s) provides for per person charges, Customer shall pay Caterer for every person served at each Event at the per person charges specified on the Catering Order(s); provided, however, that if the number of persons served at the Event(s) is less than the Guaranteed Attendance (defined in Paragraph II. E.), Customer shall pay the per person charges on the basis of the Guaranteed Attendance. Caterer reserves the right to count guests as they enter (or at a mutually agreeable time when an accurate count may be made) during each Event which is billed on a per person basis.
- B. Service Charges; Taxes; Additional Charges. Customer shall pay to Caterer:
- (1) a service charge in an amount equal to 20.5% of all charges made by Caterer;
 - (2) Florida state and local sales taxes in the amount of 6.5% of all charges made by Caterer;
 - (3) All other charges specified on the Catering Order(s) or otherwise ordered by Customer or its agent(s);
 - (4) All other charges and sums required to be paid by Customer pursuant to the terms of this Agreement.

If Customer is an entity claiming exemption from taxation, Customer must deliver to Caterer satisfactory evidence of such exemption prior to the Event(s) in order to be relieved of its obligation to pay state and local sales taxes.

C. Deposit; Time of Payment.

- (1) Customer shall pay a deposit (the "Deposit") of \$10,000.00 not later than ~~June 15, 2007~~ *once PO has been cut*. The Deposit will not bear interest.
- (2) Caterer shall not be required to provide any services hereunder, nor will Caterer be required to commence planning for the Event(s), unless and until Customer has returned a signed copy of this Agreement to Caterer and has paid the Deposit to Caterer.
- (3) Customer shall pay the balance of the charges due under this Agreement prior to the Event(s), in accordance with the following payment schedule:

Amount Due:
\$10,000.00
Balance in full

Due Date:
June 15, 2007
10/24/07

Any additional amounts due Caterer from Customer based on the actual number of persons served and any variable and other charges payable pursuant to this Agreement will be determined following the Event(s). All such amounts shall be payable upon Customer's receipt of Caterer's invoice.

- (4) Neither the Deposit nor any other prepaid amounts will be refunded to Customer in the event Customer cancels the Event(s), except as follows: (a) in the event a written cancellation notice is received less than 60 days, but more than 30 days, from the first scheduled Event, Customer shall pay to Caterer a cancellation fee equal to 25% of the estimated Catering Order charges; (b) in the event a written cancellation notice is received less than 30 days from the first scheduled Event, but before the Guaranteed Attendance is due, Customer shall pay to Caterer a cancellation fee equal to 50% of the estimated Catering Order charges; and (c) any cancellation received after the Guaranteed Attendance is due will result in a cancellation fee payable by Customer to Caterer equal to 100% of the estimated Catering Order charges. Caterer may retain any cancellation fee due to Caterer from Deposits or other prepaid amounts paid by Customer. Customer acknowledges and agrees that cancellation of any one or more of the Events listed below, even if not representing a cancellation of all of Customer's Events, will require payment of a cancellation fee in accordance with this Section:

1. Planting Seeds Conference 2007

D. Charges for Late Payments. Customer shall pay interest at the rate of 1.5% per month (or, if lower, the maximum legal rate) on all payments not made within thirty (30) days following the date such payments are due, which interest shall accrue from the date due until the date of payment. Further, Customer agrees to be liable for all costs and expenses incurred by Caterer to collect past due payments.

E. Guaranteed Attendance.

- (1) Customer shall notify of the minimum number of persons Customer guarantees will attend the Event(s) (the "Guaranteed Attendance"), in accordance with the following schedule:

<u>Estimated Attendance (per Event):</u>	<u>Days in Advance Guaranteed Attendance is Due (excludes holidays and weekends):</u>
Up to 500	3 days
501 to 2,500	5 days
Over 2,500	7 days

The Guaranteed Attendance (a) shall not exceed the maximum capacity of the areas within the Facility in which the Event(s) will be held, and (b) shall not decrease by more than 25% (or more than 1,000 people, whichever is lower) of the estimated attendance specified on the Catering Event Order(s). Caterer shall be entitled to charge and collect from Customer any reasonable costs incurred by Caterer in the event the Guaranteed Attendance figure provided by Customer is not within the limits stated in this paragraph.

- (2) If Customer fails to notify Caterer of the Guaranteed Attendance within the time required, (a) Caterer shall prepare for and provide services to persons attending the Event(s) on the basis of the estimated attendance specified on the Catering Order(s), and (b) such estimated attendance shall be deemed to be the Guaranteed Attendance.
- (3) Caterer will be prepared to serve 5% above the Guaranteed Attendance (but not to exceed 50 meals; the "Overage"). In the event that Caterer serves 10% in excess of the Guaranteed Attendance, Customer shall pay a surcharge of 10% of the per person charge for each person served at the Event(s) in excess of the total of the Guaranteed Attendance plus 10%. In the event the Guaranteed Attendance increases (which may only increase with ARAMARK's approval), following the time the Guaranteed Attendance was due, the 5% overage will no longer apply.

III. MISCELLANEOUS PROVISIONS

- A. PROHIBITION ON OUTSIDE FOOD AND BEVERAGES. NO FOOD OR BEVERAGES MAY BE BROUGHT INTO THE FACILITY FOR ANY PURPOSE WITHOUT THE PRIOR WRITTEN CONSENT OF CATERER.
- B. Liquor Laws. Customer shall comply with all applicable local and state liquor laws, and further agrees that neither Customer nor Customer's guests will request, proffer, or serve alcoholic beverages to any minors, or to any persons who, in the opinion of Caterer, are intoxicated.
- C. Set-ups and Floor Plans. ARAMARK reserves the right to approve, and make changes to, all floor plans and layouts of all event areas where ARAMARK's services are to be provided, as deemed necessary in ARAMARK's sole discretion, to enable the safe and efficient conduct of ARAMARK's services by ARAMARK's staff. Without limiting the generality of the foregoing, ARAMARK reserves the right to specify the locations and configuration of all décor, tables, buffet and service stations, aisles, and staging and breakdown areas.
- D. Changes in Service. The dates and times of service specified on the Catering Order(s) and the other terms and conditions of this Agreement may be changed only by a written addendum signed by both Customer and Caterer. Any additional expenses arising from changes made at the Customer's request will be paid by the Customer.
- E. Force Majeure. Neither Caterer nor Customer shall be responsible for any losses or damages of any kind resulting from their respective non-fulfillment of any terms or conditions of this Agreement if such non-fulfillment results in whole or part from war, riot, strike, flood, or any other act or occurrence beyond its control; provided, however, that in the event of non-fulfillment by Customer, Caterer may recover its actual costs incurred in preparing for the Event(s), which amounts may be retained by Caterer from Deposits and other prepaid amounts.
- F. Limitation of Damages. Notwithstanding anything contained herein to the contrary, in the event of any claim by Customer against Caterer in respect of this Agreement or the services rendered by Caterer hereunder, Caterer's liability to Customer shall be limited to the lesser of: (i) the actual, direct damages, if any, incurred by Customer; or (ii) the sum of the charges paid or payable by Customer to Caterer for the services contemplated; in all cases regardless of the basis upon which liability is asserted. Without limiting the generality of the foregoing, in the event of any claim on the basis that Caterer failed to provide any products or services of the quantity, or type, or at the level of quality or timeliness, required hereby, Caterer's liability to Customer shall be limited to a refund only of those amounts actually paid by Customer to Caterer for the specific products or services affected. Such remedies shall be the sole and exclusive remedies available to Customer. In no event shall either party be liable to the other for any lost profits or opportunity of such other party (regardless of whether a party is advised of same), consequential, special or punitive damages.
- G. No Third Party Beneficiary. Nothing contained in this Agreement is intended to, or shall be deemed to confer, a third party beneficiary right upon any person, firm or corporation whatsoever.
- H. Authority. Each person signing this Agreement on behalf of Customer represents that he/she has full authority to legally bind Customer, and such person(s) shall be jointly and severally liable for all amounts owing if such representation is untrue.
- I. Assignment. Customer may not assign this Agreement or any of Customer's rights hereunder without the prior written consent of Caterer.
- J. Binding Effect. This Agreement shall be binding upon the parties hereto, and their respective heirs, administrators, executors, and 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.
- L. Counterparts; Execution. This Agreement may be signed in one or more counterparts, which, when taken together, shall constitute but a single document when executed by all of the parties. Each of the parties agrees that its facsimile, scanned or e-mailed response document signature on this Agreement shall have the same force and effect as an original, non-facsimile, non-scanned and/or non-e-mailed signature by such party.

In Witness Whereof, Customer and Caterer have executed this Agreement.

ARAMARK Sports & Entertainment

Maria Walker
Director of Sales

Board
SCHOOL DISTRICT OF PALM BEACH COUNTY

CUSTOMER NAME:
TITLE:

Reviewed and Approved
as to Legal Sufficiency
12/1/07

 ARAMARK
08/06