

**2010 MONONA CATERING FOOD SERVICE POLICY AGREEMENT
For Monona Terrace Community and Convention Center**

The following general information outlines stipulations pertaining to the provision of food and beverage service in Monona Terrace Community and Convention Center.

GUARANTEES

We require a preliminary attendance figure after menu selections have been made. However, we must have signed Catering Function Sheets (2 weeks prior) and a firm guarantee of the number of meals to be served no less than 72 hours (excluding weekends and holidays) prior to each function. Otherwise, your group will be billed for the preliminary number of meals, or the actual number of meals served, whichever is greater.

Example of Final Guarantee Due Date:

<u>Day of Event</u>	<u>Day Guarantee is due by 12 Noon (excluding holidays & weekends)</u>
Monday	Preceding Wednesday
Tuesday	Preceding Thursday
Wednesday	Preceding Friday
Thursday	Preceding Monday
Fri., Sat., Sun.	Preceding Tuesday

It is our policy to prepare the lesser of either 5% or 50 more meals than the final guarantee number requires. Since these are "extra meals," we reserve the right to choose to make vegetarian or comparable substitutions in this overage. Your group will not be charged for these meals unless they are served to your guests.

Special dietary requests may be pre-ordered. Special dietary requests which are not pre-ordered will be charged in addition to the final guarantee.

Work orders, personnel schedules, and food orders cannot be made until a signed Food Service Policy Agreement, signed Catering Function Sheets and the required deposits have been received.

DEPOSITS AND PAYMENTS

A deposit of 50% of the estimated charges is due 14 days prior to the function date.

Social events, political functions, and exhibitor services require payment in full for the estimated charges 14 days prior to the function.

Make all payments payable to MONONA TERRACE COMMUNITY AND CONVENTION CENTER. Final billing for all services will be processed through Monona Terrace Community and Convention Center.

Lessee is responsible for payment of food and beverage charges in the event of nonpayment by Lessee's event sponsors or invitees.

SERVICE CHARGES AND TAXES

A service charge of 19% is added to all food and beverage charges. This service charge is also subject to sales tax. Service charges are applied toward gratuity payments which are not the property of any one employee, and are disbursed by Monona Catering in accordance with our Employee Agreement.

Any of the following circumstances will result in additional charges:

A program scheduled during the meal function that exceeds 90 minutes and necessitates the retention of employees for the completion of clearing soiled dishes, etc.

A schedule that requires a room to be set in fewer than two hours.

A schedule that requires a room set to be completed more than two hours prior to start of function.

Damage or loss of equipment attributable to a member or attendee of the event.

Other special needs or changes not previously agreed upon and shown on the Catering Function Sheets.

CANCELLATIONS

Within 10 days prior to event: Cancellation Fee is 50% of the estimated food and beverage total.

After 12 Noon on the Guarantee Due Date: Cancellation Fee is 75% of the estimated food and beverage total.

Within 24 hours prior to event: Cancellation Fee is 100% of the estimated food and beverage total.

Custom/Special Orders (already ordered): Cancellation Fee is 100% of the quoted price

FOOD RESTRICTIONS

With the exception of wedding cakes produced in a Wisconsin-licensed professional kitchen, all food and beverages served or consumed on the premises must be purchased, served, and prepared by Monona Catering. (See Wedding Cake Policy.)

No leftover food or beverages may be taken from the premises. At the conclusion of the function, such food and beverages become the property of Monona Catering and are donated to local shelters if deemed acceptable by Health Department Codes.

DISCLAIMER

Published menu prices cannot be guaranteed until six months prior to your event; therefore, menu prices are subject to change without notice up to six months prior to your event. Cash menu prices are subject to change without notice.

Within six months of event, and prior to final menu selections and Lessee signing the Catering Function Sheets, published menu prices affected by higher than normal wholesale pricing are subject to change WITH notice. Within six months of event, prices are guaranteed once Lessee has approved and signed the Catering Function Sheets.

Monona Catering cannot be held responsible for any food- or beverage-related injuries or illnesses resulting from food or beverages not prepared by Monona Catering.

Monona Catering cannot be held responsible for any damage or loss of any merchandise or personal belongings placed or left in the food service area.

Force Majeure - Monona Catering shall not be liable for non-performance of this contract when such non-performance is attributable to: labor disputes; accidents; government (Federal, State, or Municipal) regulations of or restrictions upon travel or transportation; non-availability of food, beverage or supplies; riots; national emergencies; acts of God; and other causes -- whether enumerated herein or not -- which are beyond the reasonable control of Monona Catering, thus preventing or interfering with the catering company's performance. In such event Monona Catering shall not be liable to the customer for any damages, whether actual or consequential, which may result from such non-performance. Monona Catering shall use reasonable diligence to correct the cause of the delay, and if the condition that caused the delay is corrected, Monona Catering shall notify the Lessee immediately and shall resume operations under the agreement.

If any provision of this agreement or the policies, rules, and regulations which have been incorporated into this agreement by reference shall be declared invalid or unenforceable, the remainder of the provisions shall continue in full force and effect to the fullest extent permitted by law.

MULTI ENTRÉE TICKETING

\$1.00 per guest Multi-Entrée Fee applies. Fee is subject to 19% Service Charge, plus tax.

Under 20 Guests	One Entrée Only *
20 – 50 Guests	Maximum 2 Entrées * - <i>Minimum of 10 per entrée</i>
50+ Guests	Maximum 3 Entrées * - <i>Minimum of 10 per entrée</i>

*Plus special dietary requests.

Meal Identification: Color-coded meal tickets are available from Monona Catering. Any group not using Monona Catering meal tickets must have their selected method of meal ID pre-approved.

Red – Beef Yellow – Chicken Blue – Seafood Green – Vegetarian/Special

Monona Catering will attempt to collect any meal tickets issued by the Lessee as the meals are served; however, Lessee will be billed for the number of meals actually served or the final guarantee, whichever is greater, regardless of the number of tickets collected.

BUFFET SERVICE

Cold Buffet – 25 Person Minimum

Hot Buffet – 50 Person Minimum

Monona Catering recommends a minimum of one two-sided buffet per 150 guests. However, each event is unique, and details should be discussed with your Catering Sales Manager to determine the appropriate setup for your function. Please allow adequate space in your floor plan. Groups that fall below the required minimum will be subject to additional charges.

TABLE SETTINGS

Table sets beyond the standard 5% overage (50 maximum) are subject to a \$3.00 per place setting fee, plus service charge and sales tax (excluding food and beverage). Any preset food and beverage overage will be subject to additional charges determined on a menu-by-menu basis.

WATER SERVICE

Meals: *Sit-down or buffet meal service includes appropriate water service as part of meal.*

Meetings: Speaker's water and water stations will be provided for your meeting at no charge.

Executive Service (glassware at each setting) or **Conference Style Service** (glassware in center of each table): is available at \$1.25, plus service charge and tax, per setting per meeting day. Fee will be waived with a minimum \$35 food and beverage purchase per guest per meeting day (excluding service charge and tax.) Purchases for activities beyond the meeting day are not included in this minimum. These styles of service must be ordered for the room set number and not the food guarantee number.

One room refresh per day is included with your water service, normally done during a meal period. Multiple refreshing of meeting rooms will be subject to additional labor charges.

Non-Meal, Non-Meeting Function: Disposable glassware will be made available by the water fountains on each level of Monona Terrace at no charge. Should individual water stations be required inside or adjacent to Lessee's contracted space that is not conducting a meeting or meal, a delivery fee of \$23.50 per station per trip may apply.

BAR SERVICE

A bartender charge of \$30 (plus tax) per bartender will apply (three-hour minimum). Fee will be waived with \$150 hourly net sales per bartender.

Monona Catering recommends a minimum of one bartender per 100 guests. However, each event is unique and function details should be discussed with your Catering Sales Manager to determine the appropriate staffing. Monona Catering will make every reasonable effort to accommodate special staffing requests; however, we reserve the right to limit staffing depending on availability. Please allow adequate space in your floor plan.

Bar move and reset during event: \$50.00 per bar, plus tax.

Events with less than a \$10 catered food purchase per guest (excluding service charge and tax) and longer than two hours in duration may be subject to the Monona Terrace Alcohol Party Policy.

Monona Catering reserves the right to refuse service of alcoholic beverages to anyone under the age of 21 years old.

SPECIAL STAFFING

All labor charges are subject to sales tax.

Butler Staff or Wait Staff Attendants (beyond normal staffing levels): \$25 per hour per staff with a three-hour minimum. Monona Catering recommends a minimum of one butler staff per 200 passable portions. Appropriate staffing level will be determined on a case-by-case basis.

Setup & Teardown: Setup and teardown of client décor (table favors, programs, vases, etc.) by Monona Catering staff will be subject to a \$25 per hour per staff charge (two-hour minimum.) Appropriate staffing level will be determined on a case-by-case basis by Monona Catering and may require more than one staff member. Lessee must provide appropriate packing materials for removal of décor items.

Chef Attendants: \$30 per hour per chef with a three-hour minimum. Monona Catering recommends a minimum of one chef attendant per 150 guests, depending on the number of items to be carved. Appropriate staffing level will be determined on a case-by-case basis.

Note: Should Special Staffing requirements exhaust the Monona Catering employee roster, we reserve the right to use subcontracted staff. If subcontracted staff is required, any "minimum number of hours" due the subcontracted agency in excess of Monona Catering's existing policy will be charged to the client.

WEDDING CAKES

Any wedding cake from a source other than Monona Catering must be produced in a Wisconsin-licensed professional kitchen and will be subject to special handling fees. (See Wedding Cake Policy.)

IN-HOUSE DÉCOR

The following items are available for rental from Monona Catering and are subject to applicable sales tax:

Votive Candles	\$.85 each
Table Stands	\$.50 each
Special Linen	Available on request

Subcontracted services, when arranged by Monona Catering, are subject to an additional handling fee based on the subcontracted invoice value, i.e. ice carvings, floral, linens, etc.

ICE CARVINGS

Handling Fee: \$90 plus tax per standard sculpture (includes receipt, placement and teardown.) Delivery should be scheduled the day of your function. Delivery prior to the day of your function will be subject to a \$25 per carving per day cold storage fee plus tax. Carvings should be delivered with the appropriate drip trays.

Appropriate care will be used when handling your ice carving; however, due to their delicate nature Monona Catering cannot be held responsible for damage during shipping, placement, or display.

PRODUCT SAMPLING

Exhibitors may distribute free samples only of a food or non-alcoholic beverage that is made or sold in the ordinary course of business of the exhibitor. These samples must not exceed two ounces of food or three ounces of non-alcoholic beverage.

A request to distribute free samples must be submitted to Monona Catering in writing a minimum of 14 days prior to the opening of the event, along with precise product descriptions and a signed Hold Harmless Agreement, indemnifying both the City of Madison and Monona Catering from any claims for injury or illness that may arise from said activity. Please contact Monona Catering directly to acquire the Hold Harmless Agreement.

Exhibitors must also supply proper liability insurance.

CONCESSIONS (Cash Food Outlets)

Monona Catering will provide concession service at no cost for events with verifiable attendance of at least 500 people per day. The opening and closing of any and all cash food outlets are at the discretion of Monona Catering. Should Lessee request cash food outlet to remain open beyond Monona Catering's recommended closing time, there will be a \$60 per hour fee. This fee will be waived with a minimum of \$250 sales per hour. For events under 500 people the fee of \$30 per hour per staff (two staff and three-hour minimum) will be waived with \$150 per staff per hour sales.

MISCELLANEOUS

All personal belongings must be removed from the food service area at the end of your event. Monona Catering cannot be held responsible for damage or loss resulting from non-removal of personal belongings from the food service area.