

Seven for Parties

SINGLE EVENT – OUTSIDE CATERER AGREEMENT

This Catering Agreement (this “Agreement”) is entered into as of _____, 201_ (the “Effective Date”), by and between KRISPIN CONCESSIONS, LLC/**Seven for Parties** and _____ (“Caterer”), and is valid for the following single event:

Client Name: _____

Start time: _____ Start Date: _____

End Time: _____ End Date: _____

RECITALS

To protect the facilities and furnishings of **Seven for Parties** (“the FACILITY”) and to ensure that only caterers who are committed to respecting the FACILITY and providing the highest level of service to the rental client (Lessee), the Facility has established various guidelines and requirements that caterers must comply with to cater an event at the FACILITY.

Before any caterer can cater events at the Facility, it must first enter into this Agreement and perform its obligations hereunder.

The parties hereby agree as follows:

ARTICLE 1 - CATERER’S OBLIGATIONS

1.1 Insurance.

(A) Caterer must maintain the following:

- 1.) **COMMERCIAL GENERAL LIABILITY insurance** with minimum \$1,000,000 each occurrence/ \$2,000,000 general aggregate,
- 2.) A minimum of \$ 1,000,000 **LIQUOR LIABILITY** insurance coverage (if alcohol is being served), and
- 3.) A minimum of \$1,000,000 **TEXAS WORKERS COMPENSATION** insurance coverage

At the time of submission of this contract, Caterer must provide the FACILITY with a complete copy of these insurance policies with a Certificate of Insurance listing Wendy Krispin Caterer, Inc., Krispin Concessions, LLC, and the FACILITY all as additional insured. Caterer agrees to notify the FACILITY within ten business days of any lapse or discontinuation of this insurance.

(B) These required insurance policies must be written by an insurance company authorized to transact business in Texas and rated at least A-, VII by A.M. Best & Company and list the additional insured as follows:

Wendy Krispin Caterer, Inc./Krispin Concessions, LLC
Seven for Parties

528 South Hall Street, Dallas, TX 75226

(*In the Description box please state: Event at 150 Turtle Creek Blvd, Suite 107, Dallas, TX 75207)

1.2 Permits and Documents. Caterer is solely responsible for complying with all laws and regulations, and obtaining all applicable permits and licenses, related to catering an event at the FACILITY. As described in this Agreement, and before catering an event at the FACILITY, Caterer must provide the FACILITY with the documents and permits listed on the attached Document List.

1.3 Facilities Tour. If Caterer has never catered an event at the FACILITY or it has been two years or more since Caterer's last event at THE FACILITY, Caterer must complete a tour of the facilities and caterer's orientation training with the FACILITY staff before catering any event on the premises.

1.4 Food and Beverage Fee.

(A) Ten days prior to the event, Caterer must pay the FACILITY 10% of the gross food and beverage charges to the Renter for that event (less sales tax, labor and rental items) and provide the FACILITY with Renter's invoice for food, beverage and liquor charges for that event. Payee shall be: Wendy Krispin Caterer, Inc. 528 S. Hall Street, Dallas, TX 75226

(B) Caterer agrees that this Food and Beverage Fee will be built into its final quote to the Renter and will not be tacked on as an additional surcharge to the Renter.

1.5 Facilities Policies.

(A) Caterer must read, sign, and return the last page of the Rental Facilities Policy to the FACILITY within five days after the Effective Date (or, if sooner, before the date of the first event catered by Caterer). The Rental Facilities Policy is given to all lessee's and KRISPIN CONCESSIONS

(B) The FACILITY will provide Caterer with a copy at the execution of this Agreement. Caterer agrees to follow all guidelines and policies contained in the Rental Facilities Policy for catering and cleaning at the FACILITY. Caterer agrees to complete a cleaning checklist after each event, check-out with the FACILITY event management staff after each event, and to follow the directives of Seven for Parties event management staff regarding set-up, service, conduct, breakdown and clean-up for each event.

(C) The FACILITY does not have kitchen space for food preparation, though there is limited "prep and staging" space in various facilities. Caterer acknowledges that all food items must be cooked and prepared in Caterer's kitchen.

1.6 Service Standards.

(A) Caterer must have a valid license issued by the Texas Department of Health and must provide a copy of this license to the FACILITY within five business days after the Effective Date (or, if sooner, before the date of the first event catered by Caterer).

(B) Caterer is solely responsible for complying with all laws and regulations related to catering an event at the FACILITY. Caterer must comply with all Health and Safety Code requirements pertaining to food service and food preparation, and Caterer cannot have had a violation or fine for substandard practices in the year preceding the Effective Date.

- (C) Caterer cannot sub-lease its kitchen space at any time during the term of this Agreement.
- (D) Caterer must have been in business for at least three years prior to the Effective Date and have a valid business phone and fax number.
- (E) Caterer must have an active e-mail account to be reached easily to deal with Renters' needs.
- (F) Caterers of events at the FACILITY must be able to serve as event coordinators for Renters who do not have event planners. They must be able to provide a level of expertise to Renters and to work with the FACILITY sales staff to provide the highest level of client service to Renters. Caterer agrees to provide reasonable assistance to Renters regarding obtaining and coordinating the rental of chairs, tables, linens and other catering-related rental items.
- (G) If Caterer will be serving alcoholic beverages at an event at the FACILITY, all of Caterer's servers must have completed a "seller training program" certified by the Texas Alcoholic Beverage Commission.
- (H) Caterer must provide proof of insurance as stated in section 1.1.

ARTICLE 2 - ADDITIONAL AGREEMENTS

2.1 License.

- (A) Each party hereby grants to the other a non-exclusive, non-transferable license, during the term of this Agreement, to use its name and logo solely in connection with the website and other marketing materials described in Section 1.7. All use of the name, logo, and marketing materials (collectively, the "Marks") will at all times be subject to the prior written approval of the party owning the Marks, and each party must comply with all guidelines provided by the party owning the Marks with respect to their reproduction and use. This license cannot be sub-licensed, assigned or otherwise transferred by either party to any third party without the express written consent of the party owning the Marks. This license will automatically and immediately terminate upon the termination of this Agreement.
- (B) This license is subject to the reservation in the party owning the Marks of all right, title and interest in and to the Marks. The Marks are the valid and exclusive property of the party owning the Marks, and the other party's right to use the Marks is limited to and arises only out of this license. Neither party will assert the invalidity or unenforceability, or contest the ownership, of the Marks in any action or proceeding of any kind, and will not take any action that may prejudice the Marks, render them generic, or otherwise weaken their validity or diminish their associated goodwill.

2.2 Event-Specific Requirements.

- (A) Caterer is solely responsible for complying with all laws and regulations, and obtaining all applicable permits, related to serving any alcoholic beverages requested by a Renter for a particular event. Caterer must provide the FACILITY with copies of all permits required for a particular event at least 30 days before the event.
- (B) See Insurance requirements in Section 1.1

ARTICLE 3 - LIABILITY AND INDEMNIFICATION

3.1 Liability.

- (A) Caterer is an independent contractor retained by a third party Renter for an event at the FACILITY. As such, Caterer is solely responsible for its own liabilities, costs, claims, damages, and expenses resulting from or related to any acts or omissions of Caterer and its officers, employees, independent contractors, agents, and assigns. Caterer is solely responsible for complying with all laws and regulations, including all licensing and permit requirements, related to catering an event at the FACILITY.
- (B) The FACILITY is not responsible for any property left on the FACILITY grounds before or after an event. The FACILITY is not responsible for any damages caused by fire, windstorm, hail or other severe weather or elements of nature. The FACILITY is not responsible for any damages caused by the malfunction of plumbing, heating, or air conditioning equipment in its rental facilities.

3.2 Indemnification. CATERER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS the FACILITY, WENDY KRISPIN CATERER, INC., and KRISPIN CONCESSIONS OF AND FROM ANY AND ALL ACTIONS, SUITS, DAMAGES, EXPENSES (INCLUDING COURT COSTS, REASONABLE ATTORNEYS' FEES AND COSTS OF INVESTIGATION), CLAIMS (INCLUDING TORT CLAIMS), AND DEMANDS ARISING DIRECTLY OR INDIRECTLY FROM ANY EVENT AT the FACILITY CATERED BY CATERER, REGARDLESS OF WHETHER A CLAIM ARISES IN WHOLE OR IN PART FROM ANY NEGLIGENCE OR ALLEGED NEGLIGENCE, INCLUDING THE SOLE, JOINT, CONCURRENT, OR CONTRIBUTORY NEGLIGENCE, OF THE INDEMNITEES.

ARTICLE 4 - TERM OF AGREEMENT

- 4.1 Term.** This Agreement is valid only for the single event stated in paragraph one of this document.
- 4.2 Termination.** This Agreement may be terminated at any time by the FACILITY for any failure by Caterer to comply with any term or covenant of this Agreement (or any of the guidelines or policies set forth in the Rental Facilities Policy).

ARTICLE 5 - MISCELLANEOUS

- 5.1 **Assignment.** Neither party may assign any of its rights or obligations hereunder without the prior, express written consent of the other. Any assignment made without consent is void.
- 5.2 **Governing Law.** This Agreement is governed by the laws of the State of Texas, without regard to conflicts of law provisions thereof.
- 5.3 **Amendment.** This Agreement may not be amended except in a written agreement signed by both parties.
- 5.4 **Benefit.** This Agreement is made solely for the benefit of the parties hereto and their successors and permitted assigns, and no other party has any right of action hereunder.
- 5.5 **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes any prior written or oral agreements with respect thereto.
- 5.6 **Notices.** All notices and other correspondence provided for in this Agreement must be in writing and delivered in person, or by fax or mail with delivery confirmation, to the addresses set forth on the signature page hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement for the single event of:

Client Name: _____

Start time: _____ Start Date: _____

End Time: _____ End Date: _____

The FACILITY

By: _____

Signature: _____

Title: _____

Address for Notice:

WKC/Krispin Concessions
528 S. Hall Street, Dallas, TX 75226
Attn: Wendy Krispin

The Caterer

By: _____

Signature: _____

Title: _____

Address for Notice:

DOCUMENT LIST

Before catering an event at the FACILITY, Caterer must provide the FACILITY Director of Sales with the following documents pertaining to the event:

- Certificate of Liability and Workers Compensation Insurance (See Section 1.1)
- Proof of liquor liability insurance (if applicable – See Section 1.1)
- Proof of a business license or licensed kitchen
- All applicable TABC permits
- Signed signature page from the Rental Facilities Policy
- Insurance declarations page listing the FACILITY as Certificate Holder
- Signed Hold Harmless Agreement (see attached)

Vendor/Client Hold Harmless Agreement

I hereby release, waive, discharge and covenant not to sue and hold harmless Wendy Krispin Caterer, Inc., Krispin Concessions, LLC, and Seven for Parties from any and all liability, claims, costs and expenses or injuries whatsoever arising out of or related to any loss, damage, or injury, that may be sustained during the use of any room, facility, or service located on the property of:

Seven for Parties
150 Turtle Creek Blvd., Suite 107
Dallas, TX 75207

Outside Caterer Printed Name: _____

Outside Caterer Company Name: _____

Address: _____ City: _____

State _____ County: _____ Zip Code: _____

Contact Phone: _____

Today's Date: _____

Signature: _____

Please return this form to chris.wkcfinance@gmail.com OR Fax to 214.666.9949

Wendy Krispin Caterer, Inc & Krispin Concessions, LLC

Headquarters: 528 S. Hall Street, Dallas, TX 75226

Thank you.

