



KELBER CATERING FOOD AND BEVERAGE CONTRACT

The following information outlines terms pertaining to food and beverage services in the Minneapolis Convention Center. This contract represents an agreement between Kelber Catering Inc. and its client, and is subject to the following conditions:

1. **Permittee to perform a review and signature of the following contract and returned within thirty (30) business days prior to first food and beverage function.**
2. **Client specifications submitted no fewer than 21 days prior to first event date, to ensure staff & product availability.**

DEPOSIT AND PAYMENT

3. Kelber Catering Inc., hereafter KCI, is a separate entity from the Minneapolis Convention Center.
4. Deposits and payment for food services are also separate and in addition to any deposits or payments made to the Minneapolis Convention Center. For any function that falls into the categories of: Religious, Social, Political, Subgroups, New Show/Event or Exhibitor Booth Service, signed function contract(s), and one hundred percent (100%) advance payment is required at least thirty (30) days prior to the first (1st) day of service. Personal checks are not accepted.
5. For corporate events, with approved credit, signed function contract(s), and a minimum of seventy five percent (75%) deposit in advance on the estimated total at least thirty (30) days prior to the first (1st) day of service is required. If this payment time is missed, KCI will require full payment no later than twenty-one (21) days prior to the first event order.
6. Any amounts paid on estimated charges in excess of the actual final billing will be refunded promptly.
7. All billings are due and payable upon receipt. Any charges not paid within thirty (30) days of billing date will be subject to late payment charges of one and a half percent (1.5%) per month, beginning after thirty (30) days.
8. KCI accepts MasterCard, Visa, Discover and American Express for up to a maximum of ten thousand dollars (\$10,000.00), per event. Credit Card required for all events for consumption charges or outstanding balances. Payment not received within 30 days of billing date will incur an additional three percent (3%) processing fee. Outstanding billing and additional processing fee will be charged to the on file credit card.
9. Kelber accepts Electronic Fund Transfer (EFT) and Automated Clearing House (ACH) deposits.
10. Meeting Planner Use: When a third party planning service is being utilized, the client utilizing such planning service will be considered the ultimate responsible party for full payment. All food and beverage contracts will be written under same company and client name as the Minneapolis Convention Center contract.

GUARANTEES

11. Custom menus may require earlier guarantees set forth in the custom proposal document. A firm guarantee for meals (including multiple entrée menu breakdowns) is required no later than five (5) business days, excluding weekends & holidays, prior to the event date. **Groups of one thousand (1000) guests or more will require final guarantees ten (10) business days, excluding weekends & holidays, prior to event date.**
***Final Guarantees not received by twelve o'clock (12:00) Noon on scheduled due date will default to the preliminary guarantee as final guarantee.**
12. KCI policy is to prepare an overage of five percent (5%) up to a maximum of thirty (30) entree meals and their appropriate accompaniments (a la carte items NOT included). These are considered "extra meals". KCI reserves the right to prepare vegetarian or near-comparable food substitutions within this overage (KCI's standard is half of the overage in vegetarian meals and the other half in near-comparable food substitutions). The client will not be charged for the extra meals unless they are served to attendees.



13. Physician directed special meal lists must be submitted one (1) day, by twelve o'clock (12) noon, prior to guarantee due date. Physician directed special meal request(s) not received within the timeline for guarantees will be considered additional meals above the final guarantee. These special meal requests will incur an additional two dollar and fifty cent (\$2.50) fee plus tax and service charge above the per person menu price. Special meal requests onsite will be charged an additional four dollar (\$4.00) fee plus tax and service charge above the per person menu price.
14. Work orders, assigning of personnel, and ordering of food provisions will not be arranged until an authorized signed contract and sufficient payment/credit agreements have been finalized. Failure to adhere to the guarantee timeline may impact event staffing and food products.
15. Pre-set food and beverage items above final guarantee (not including overage) will be charged at a la carte pricing.
16. Kosher, Organic and certain Physician Directed Meals will be charged at a minimum of fifty-five dollars (\$55.00) each plus tax and service charge, or more, depending upon request.

CANCELLATIONS

17. **Five (5) to ten (10) days prior to event:** Cancellation Fee is 50% of the estimated food and beverage total per preliminary guarantees.
18. **After Twelve (12) Noon on the Guarantee Due Date:** Cancellation Fee is 100% of the estimated food and beverage total per final guarantee.
19. **Twenty-one (21) days prior to event for Custom/Special Orders:** Cancellation Fee is 100% of the quoted price based on preliminary guarantees.

SERVICE CHARGES AND APPLICABLE TAXES

20. A service charge of twenty-two percent (22%) is applied to all food and beverage orders. This charge is not the property of any one (1) employee and is dispersed in accordance with our Union Collective Bargaining Agreement. The resulting total is also subject to eleven point zero two five percent (11.025%) sales tax.
21. Alcoholic Beverage purchases are subject to thirteen point five two five percent (13.525%) sales tax.
22. Tax exemption: It is the responsibility of the client to complete a Certificate of Exemption Form and submit to KCI. Completion of this form does not signify KCI accepts exemption. For questions concerning exemption please visit:
https://www.revenue.state.mn.us/site-search?site_search_text=tax+exempt+non+profit

MENU PRICING

23. All menu pricing will be guaranteed by the first (1st) of December for the following calendar year, except for market priced items and custom created menus. KCI reserves the right to designate "Market Price Item" to any item that may be subject to unforeseen substantial increases of fifteen percent (15%) or more to the cost of an ingredient.

EVENTS OVER 1000 GUESTS ARE CONSIDERED SPECIAL EVENTS

24. Functions of one thousand (1000) guests or more are considered "special events". These events may require customized menus due to the logistical planning involved, as well as additional labor and equipment needed to successfully orchestrate such events.

PANTRY AREAS FOR FOOD FUNCTIONS

25. Client is responsible to provide adequate service pantry spaces (pipe & draped enclosures with baffles for service entry and exits) within all Exhibit Halls.

CONDITIONS SUBJECT TO ADDITIONAL CHARGES

26. Any of the following circumstances may result in additional charges. Please contact your Catering Sales Manager for specific pricing.
 - a. Program exceeding ninety (90) minutes.
 - b. Fewer than two (2) hours allowed for food and beverage set-up (room set-up by Convention Center must be complete).
 - c. A room set that requires the room to be set more than thirty (30) minutes prior to start of an event.
 - d. Pre-setting of additional place settings (hardware only) requested above the overage set will incur a seven dollar and fifty cent (\$7.50) additional charge per setting.
 - e. Multiple entrée selections: two (2) entrée selections incur a two dollar (\$2.00) additional charge per guest and three (3) entrée selections incur a three dollar and fifty cent (\$3.50) additional charge per guest.
 - f. Special orders such as flowers, centerpieces, ice carvings, etc.
 - g. Bar Minimums: A bartender charge of one hundred and fifty dollars (\$150.00) per three (3) hour shift, per bartender will be waived if sales per bartender are five hundred dollars (\$500.00) or greater per three (3) hour shift.
 - h. Damage or loss of equipment attributed to a member/attendee of the function.
 - i. Requested china service within lobby and exhibit hall spaces.
 - j. Changes made to Banquet Event Orders within ten (10) business days of first event date.



CONDITIONS SUBJECT TO ADDITIONAL CHARGES CONTINUED

k. Buffet Minimums:

Hot Buffet: Fifty (50) person minimum

Buffet service twenty-five to forty-nine (25-49) guests will incur an additional one hundred dollar (\$100.00) set up fee.

Buffet service under twenty-five (25) guests will be held to a twenty-five (25) person guarantee with one hundred dollar (\$100.00) set up fee.

Cold Buffet: Twenty-Five (25) person minimum

Buffet service fifteen to twenty-four (15-24) guests will incur an additional fifty dollar (\$50.00) set up fee.

Buffet service under fifteen (15) guests will be held to a twenty-five (25) person guarantee with a fifty dollar (\$50.00) set up fee.

- l. Functions fewer than twenty-five (25) guests which require wait staff (not including the five percent (5%) overage) will incur an additional seventy-five dollars (\$75.00) fee.
- m. Other special requests or room changeovers not previously agreed upon and stated on Function Contract.
- n. A minimum catering order of one hundred twenty-five dollars (\$125.00) is required on each Function Contract or a fifty dollar (\$50.00) delivery charge will apply.
- o. Distribution of materials: KCI will place up to two (2) items at no charge at each setting as supplied by client. A fifty cent (\$0.50) fee will be charged per additional item. 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, KCI will make a reasonable attempt to collect any pre-set items after event and return to client. KCI will not accept responsibility for items stored after event. Client must remove materials upon departure.

TICKETING

27. If the client intends to issue meal tickets and does not intend to supply personnel to collect tickets, KCI will attempt to collect tickets on behalf of the client as meals are served. However, KCI must charge for the number of meals actually served, or the guarantee, whichever is greater, even if the tickets collected do not equal the number served.

FOOD RESTRICTIONS

- 28. The Minneapolis Convention Center Management does not permit outside food or beverages onto the premises. All food and beverages served or consumed on the premises must be purchased, served and prepared by KCI.
- 29. The Minneapolis Health Department prohibits the packaging and/or removal of leftover foods from the premises. At the conclusion of the function such food and beverage become the property of KCI. All non-consumed food is donated to local food shelves, and all other usable food waste is collected and donated to a local hog farm.

DISCLAIMERS

- 30. KCI cannot be held responsible for any food or beverage related injuries or illness resulting from food or beverages not prepared by KCI.
- 31. KCI cannot be held responsible for any damage or loss of any merchandise or personal belongings placed or left in food function areas.
- 32. "Act of God": KCI 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, restrictions upon travel or transportation, non-availability of food, beverage, or supplies (including unforeseen product cost increase and/or unforeseen shortages/recalls), riots, national emergencies, acts of God, and other causes whether enumerated herein or not, which are beyond the reasonable control of KCI, through preventing or interfering with the catering company's performance. In such event, KCI shall not be liable to the customer for any damages, either actual or consequential, which may result from such non-performance.
- 33. Every effort is made to honor physician directed dietary needs, however; all food is prepared in a commercial kitchen that handles peanuts, tree nuts, fish, shellfish, eggs, dairy, soy and wheat, and non-exposure to these potential allergens cannot be guaranteed.
- 34. Consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase the risk of food-borne illness and will only be permitted upon the request of the consumer.

By signing below, the client acknowledges receipt of the "Kelber Catering Food Service Policies" and agrees to all conditions. Changes to Function Contracts are subject to additional charges. **Signed KCI Contract must be returned no later than thirty (30) business days prior to first event date.**

Client Signature: _____ **Date:** _____

