

Kelber Catering Food Service Policies

The following general information outlines terms pertaining to food and beverage services in the Minneapolis Convention Center.

After selecting a menu, a Function Contract will be prepared for your signature. This document represents an agreement between us and is subject to the following conditions:

GUARANTEES

1. We require a preliminary attendance figure after your menu selections are made. Custom menus may require earlier guarantees. **However, we must have a firm guarantee of the number of meals to be served no later than seventy two (72) hours or three (3) business days, excluding weekends, prior to your event date. Otherwise, we will bill your group for the preliminary number or the number actually served, whichever is greater.**

Example of firm guarantee due date by twelve o'clock (12:00) Noon:

<u>Day of event</u>	<u>Day Guarantee is due (excluding Holidays)</u>
Monday	Preceding Wednesday
Tuesday	Preceding Thursday
Wednesday	Preceding Friday
Thursday	Preceding Monday
Friday, Saturday, Sunday	Preceding Tuesday

2. It is our policy to prepare five percent (5%) or fifty (50) meals, over your guarantee, whichever is lesser. These are considered "extra meals"; we reserve the right to make vegetarian or near-comparable food substitutions on this overage. (Our standard is half the overage in vegetarian meals the other half in near-comparable food substitutions.) Your group will not be charged for the extra meals, unless they are served to your guests.
3. Special dietary requests may incur additional fees. Special meal requests onsite will be charged above initial guarantee, if we are able to accommodate.
4. Kosher, Organic, and Certain Special Dietary Meals will be charged at a minimum of forty five dollars (\$45.00) ++/each, or more depending upon request.
5. Work orders, assigning of personnel, and ordering of food provisions cannot be made until an authorized, signed contract and sufficient payment/credit arrangements have been made.

DEPOSIT AND PAYMENT

6. Kelber Catering Inc. is a separate entity from the Minneapolis Convention Center. Deposits and payment for food services are in addition to any deposits or payments made to the Minneapolis Convention Center.
7. For any function that falls into the categories of: Religious, Social, Political, Sub Groups, or Exhibitor Booth Service, your signed function contract and one hundred percent (100%) advance payment is required in our office at least ten (10) working days prior to the 1st day of service.
8. For corporate events, with approved credit, your signed function contract and a minimum of seventy five percent (75%) deposit in advance on the estimate total at least ten (10) days prior to your 1st function date is required. If this payment time is missed, we will require full payment three days prior to your event.
9. Any amounts you paid on estimated charges, which are in excess of the actual final billing, will be refunded to you promptly.
10. All billings are due and payable upon receipt. Any charges not paid by the due date will be subject to late payment charges of one and a half percent (1.5%) per month, beginning after thirty (30) days.
11. Kelber Catering accepts Master Card, Visa, Discover, and American Express for up to a maximum of ten thousand dollars (\$10,000.00), per event.



SERVICE CHARGES AND APPLICABLE TAXES

12. A service charge of twenty percent (20%) is added to all food and beverage billings. This charge is also subject to ten point seven-seven-five percent (10.775%) sales tax. This charge is not the property of any one (1) employee and is dispersed in accordance with our Union Collective Bargaining Agreement.
13. Liquor purchases are subject to an additional two and a half percent (2.5%) surcharge.

CANCELLATIONS

14. Cancellation of the event within the seventy two (72) hour guarantee period, will result in Kelber Catering retaining 100% of the deposit amount. Additional charges can apply up to 100% of expected billing.
15. Cancellation of an event with customized menus within 10 business days of the event, will result in 100% of the preliminary guarantee billing due.

TICKETING

16. If you have issued meal tickets and you do not use your own personnel to collect them, we will attempt to collect them as the meals are served; however, we must bill you for the number of meals actually served, or the guarantee, whichever is greater, even if the tickets collected do not equal the number served.

MEETING PLANNER USE

17. When a meeting planner service is being utilized, Kelber will recognize the client utilizing the planner group as the ultimate responsible party for full payment.

CONDITIONS SUBJECT TO ADDITIONAL CHARGES

18. Any of the following circumstances may result in additional charges, please contact your Catering Coordinator for specific pricing:
 - a) Exceeding a ninety (90) minute program (including prior, during & preceeding meal service).
 - b) Less than two (2) hours allowed for room set up (room set-up by Convention Center must be complete).
 - c) Room set that requires room to be set more than two (2) hours prior to start of event.
 - d) Requested perishable pre-set items above final guarantee will be charged at ala carte pricing.
 - e) Pre-setting of additional place settings requested above the final guarantee. (This would not include the five (5%) overage)
 - f) Multiple entree selections: two (2) entrée selections one dollar (\$1.00) additional per guest and three (3) entrée selections one dollar and fifty cents (\$1.50) additional per guest. Standard overage in vegetarian is not included as multiple entrée option.
 - g) Special Orders such as flowers, centerpieces, ice carvings, etc.
 - h) Not meeting 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.
 - i) Functions of twenty five (25) persons or less, which require wait staff (not including the five percent (5%) over-set). This fee is \$50.00.
 - j) Damage or loss of equipment attributable to a member/attendee of your function.
 - k) Other special needs or room change-overs not previously agreed upon and shown on the Function Contract.
 - l) A minimum order of one hundred dollars (\$100.00) is required on each BEO or a \$25.00 charge will apply.
 - m) Distribution of Materials and Gifts: Kelber Catering will place up to two (2) items at each setting as supplied by client. A twenty five cent (\$0.25) fee, per additional item, will be charged. 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 preset items on guest tables upon completion of room set. Upon request, Kelber Catering will make a reasonable attempt to collect any preset items after event and return to client. Kelber Catering will not accept responsibility for items stored after event. Client must take materials with them upon departure.

FOOD RESTRICTIONS

- 19. The Minneapolis Convention Center Management does not permit outside food or beverages on to the premises. All food and beverages served or consumed on the premises must be purchased, served, and prepared by Kelber Catering.
- 20. The Minneapolis Health Department prohibits the packaging of and/or removal of leftover foods from the premises. At the conclusion of the function such food and beverages become the property of Kelber Catering. All non consumed food is donated to a local food shelf and all unusable foods are collected and donated to a local "hog" farm.

DISCLAIMER

- 21. Kelber Catering, Inc., d.b.a. Convention Center Food Service cannot be held responsible for any food or beverage related injuries or illness resulting from food or beverages not prepared by us.
- 22. We cannot be held responsible for any damage or loss of any merchandise or personal belongings placed or left, in the food function area.
- 23. "Act of God" Kelber 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, restrictions upon travel or transportation, non-availability of food, beverage or supplies including "unforeseen cost of product increase", riots, national emergencies, acts of God, and other causes whether enumerated herein or not, which are beyond the reasonable control of Kelber Catering, thru preventing or interfering with the catering company's performance. In such event, Kelber Catering shall not be liable to the customer for any damages, either actual or consequential which may result from such non-performance.

EVENTS OVER 2000 GUESTS ARE CONSIDERED SPECIAL EVENTS

- 24. Functions of 2,000 guests or more are considered "special events". These events require customized menus due to the logistical planning involved, as well as additional labor and equipment needed to successfully orchestrate such events. Due to these requirements, special events maybe subject to earlier guarantee dates and deposits.

SERVICE AREAS FOR FOOD FUNCTION

- 25. It is the responsibility of the customer to insure that adequate space is available for food service areas when designing the floor plan for the meal functions. It is also the responsibility of the customer to provide pipe and drape for these food and beverage service areas in the Exhibit Halls.

MENU PRICING

- 26. All menu pricing will be guaranteed by the 1st of December for the following calendar year, with the exception of market priced items. Kelber Catering reserves the right to designate "Market Priced Item" to any item that may be subject to unforeseen substantial increases of 15% or more to the cost of an ingredient.

By your signature hereon, you acknowledge receipt of our "Kelber Catering Food Service Policies" and agree to its conditions. Changes to Banquet Event Contracts are subject to additional charges.

Client Signature X _____

Date: _____

