

CONTRACT DATA SHEET

PSC Type (check one): New Addendum Sole Source: Yes No

Contractor Information

1. Legal Name of Contractor: Service America Corporation dba Centerplate

2. Address: 221 S. Fourth Avenue

3. City, State, & Zip: Louisville, KY 40202

4. Contact Person Name & Telephone Number: Jamie Ostermeier 589-7983

5. LeAP Supplier #: _____

6. Revenue Commission Taxpayer ID#: [REDACTED]

7. Federal Tax ID # (SSN if sole proprietor): [REDACTED]

Department Information

8. Requesting Department: Community Services--Office for Aging & Disabled Citizens

9. Contact Person Name & Telephone: Cindy Venable 574-5092

Contract Information

10. Not to exceed amount: \$25,000

11. Are expenses reimbursed? No

12. If yes list allowable expenses and maximum amount reimbursable: _____

13. Beginning and ending date of the contract: 7/1/2014-6/30/2015

14. Coding: 1101 - 615 - 5014 - 500284 - 521338

15. Funding Source Donations/General Fund Federal Funds yes no

16. Scope & Purpose of the contract:
Catering for Senior Day Out event held at the Kentucky International Convention Center on 10/7/2014.

Attach all justification documentation to this form, along with signed Written Findings Form.

Authorizations

Assistant Department Director: Karina Whitcomb Date: 7.15.14

Department certifies:

~~_____ Funds are available~~

~~_____ Contractor is registered and in good standing with the Revenue Commission~~

~~_____ Human Relations Commission registration requirements have been met~~

~~_____ N/A Contractor's status regarding Federal Debarment has been verified per Metro Procurement Policy Section VII - Federally Funded Contracts & Agreements.~~

_____ Purchasing: Approval of Sole Source Designation Date: _____

_____ Risk Management: Certifies Insurance requirements satisfied. Date: _____

_____ County Attorney: Date: _____

The County Attorney has written the attached Professional Service Contract or Sole Source Contract and has approved that document as to the legality of the instrument itself only and as to its form.

WRITTEN FINDINGS

EXPLAINING NECESSITY FOR USING NONCOMPETITIVE NEGOTIATION FOR PSC

This document constitutes written request and findings, as required by KRS 45A.380 stating the need to purchase through noncompetitive negotiation for PSC Contract # _____. By the signatures listed below, the Requesting Department has determined, and the Chief Financial Officer concurs, that competition is not feasible because:

_____ A. An emergency exists which will cause public harm as a result of the delay in competitive procedures. **** Mayors Approval required for emergency purchases exceeding \$10,000.**

 X B. There is a single source within a reasonable geographic area of the supply or service to be procured or leased (attach sole source determination from the Purchasing Department).

_____ C. The contract is for the services typically provided by a licensed professional, such as an attorney, architect, engineer, physician, certified public accountant, registered nurse, or educational specialist; a technician such as a plumber, electrician, carpenter, or mechanic; an artist such as a sculptor, aesthetic painter, or musician; or a non-licensed professional such as a consultant, public relations consultant, advertising consultant, developer, employment department, construction manager, investment advisor, or marketing expert and the like.

_____ D. The contract is for the purchase of perishable items purchased on a weekly basis, such as fresh fruits, vegetables, fish, or meat.

_____ E. The contract is for replacement parts where the need cannot reasonably be anticipated and stockpiling is not feasible.

_____ F. The contract is for proprietary items for resale.

_____ G. The contract or purchase is for expenditures made on authorized trips outside the boundaries of the city.

_____ H. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids.

_____ I. The contract is for group life insurance, group health and accident insurance, group professional liability insurance, worker's compensation insurance, or unemployment liability insurance.

_____ J. The contract is for a sale of supplies at reduced prices that will afford a purchase at savings to the Metro Government.

_____ K. The contract was solicited by competitive sealed bidding and no bids were received from a responsive and responsible bidder.

_____ L. Where, after competitive sealed bidding, it is determined in writing that there is only one (1) responsive and responsible bidder.

Patricia Whitford 7/15/14
Requesting Department ~~Director~~ Date
Assistant Director

**Mayor Date
****Signature is required only for Written Finding A**

OMB/Purchasing Approval Date

MEMORANDUM

LOUISVILLE-JEFFERSON COUNTY
METRO GOVERNMENT

To: Purchasing SS Requests

From: Katina Whitlock, Assistant Director *KW*
Community Services

Date: July 14, 2014

Re: Sole Source Justification – Senior Day Out Caterer

The attached request for approval of Centerplate as the Sole Source for the catering for Senior Day Out is based on the requirement under the contract between Louisville Metro Government and the Kentucky International Convention Center Lease #14-134-C.

See attached page from the lease, page #13 of Lease #14-134-C.

Service America Corporation d/b/a Centerplate is the exclusive caterer for the Kentucky International Convention Center.

Senior Day Out is the largest regional gathering of seniors in this region. Senior Day Out is to be held at the Kentucky International Convention Center on October 7, 2014.

AGREEMENT FOR SOLE SOURCE PURCHASE

THIS CONTRACT, made and entered into by and between the LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT, by and through its DEPARTMENT OF COMMUNITY SERVICES AND REVITALIZATION, herein referred to as "METRO GOVERNMENT", and SERVICE AMERICA CORPORATION D/B/A CENTERPLATE, with offices located at 221 South Fourth Avenue, Louisville, Kentucky 40202, herein referred to as "CATERER",

WITNESSETH:

WHEREAS, the Metro Government wishes to purchase catering services; and

WHEREAS, the Caterer has been determined by the Metro Government to be a sole source to provide that service and support,

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

I. SCOPE OF SERVICES

A. Caterer shall, at the request of the Metro Government, provide services under the terms of this Agreement.

B. The services of Caterer shall include but not be limited to the following:

1. Those described on Attachment A attached hereto and fully incorporated herein.

II. FEES AND COMPENSATION

A. The Metro Government shall pay Caterer for services rendered pursuant to and as described in Attachment A. Total compensation payable to Caterer for services rendered pursuant to this Agreement shall not exceed **TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00)**.

B. The Metro Government shall not reimburse out of pocket expenses under this Agreement.

III. DURATION

A. This Agreement shall begin July 1, 2014 and shall continue through and including June 30, 2015.

IV. RECORDS-AUDIT

Caterer shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of Caterer's costs which are chargeable to the Metro Government under this Agreement; and the Metro Government shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by Caterer shall include (without limitation): (a) payroll records accounting for total time distribution of Caterer's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Caterer's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subCaterers' and any other third parties' charges.

V. INSURANCE REQUIREMENTS

Insurance coverage shall be required of Caterer in accordance with Attachment B attached hereto.

VI. HOLD HARMLESS AND INDEMNIFICATION CLAUSE

The Caterer shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Caterer's (or Caterer's SubCaterers, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting

therefrom, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

VII. REPORTING OF INCOME

The compensation payable under this Agreement may be subject to federal, state and local taxation. Regulations of the Internal Revenue Service require the Metro Government to report all amounts in excess of \$600.00 paid to non-corporate Caterers. Caterer agrees to furnish the Metro Government with its taxpayer identification number (TIN) prior to the effective date of this Agreement. Caterer further agrees to provide such other information to the Metro Government as may be required by the IRS or the State Department of Revenue.

VIII. CONFLICTS OF INTEREST

Pursuant to KRS 45A.455:

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

(a) He, or any member of his immediate family has a financial interest therein;

or

(b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective

employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subCaterer under a contract to the prime Caterer or higher tier subCaterer or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

IX. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and

all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that is not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto. In the event of a conflict between the terms of this Agreement and the terms in any of the Attachments, this Agreement shall govern.

X. SEVERABILITY

If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

XI. CALCULATION OF TIME Unless otherwise indicated, when the performance or doing of any act, duty, matter, or payment is required hereunder and a period of time or duration for the fulfillment of doing thereof is prescribed and is fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period of time. For example, if on January 1, Caterer is directed to take action within ten (10) calendar days, the action must be completed no later than midnight, January 11.

XII. CAPTIONS The captions and headings of this Agreement are for convenience and reference purposes only and shall not affect in any way the meaning and interpretation of any provisions of this Agreement.

XIII. VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS The Caterer shall reveal any final determination of a violation by the Caterer or subCaterer within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338,

341 and 342 that apply to the Caterer or subCaterer. The Caterer shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Caterer or subCaterer for the duration of the contract.

WITNESS the agreement of the parties hereto by their signatures affixed hereon.

APPROVED AS TO FORM AND
LEGALITY:

Emm P. Malinelli
MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY

Date: 8/22/2014

LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT

Marian Salmon
MARIAN SALMON, DIRECTOR, PURCHASING
DEPARTMENT

Date: 8/25/14

COMMUNITY SERVICES AND
REVITALIZATION

Virginia Peck for Katrina Whitlock
VIRGINIA PEEK Katrina Whitlock
DIRECTOR Assistant Director

Date: 8/22/14

SERVICE AMERICA CORPORATION
D/B/A CENTERPLATE

By: Robbin Chapman
Title: Senior Catering Sales Manager
Date: 8/22/14

Taxpayer Identification No.
(TIN): [REDACTED]

Louisville/Jefferson County
Revenue Commission Account
No.: [REDACTED]



Contract number: BC0037400002746

Kentucky International Convention Center, 221 South Fourth Street, Louisville, KY 40202, phone: 5025897983, fax: 5025899317

BANQUET CONTRACT

Location Kentucky International Convention Center	Catering Manager Jamie Ostermeier	Day and Date Tuesday, October 07, 2014
Organization Office for Aging and Disabled Citizens	Telephone (502)574-5092	Fax
Street 810 Barret Avenue	City Louisville	State/Province KY, 40204
Contact Cindy Venable	Email cindy.venable@louisvilleky.gov	Telephone (502)574-5092

Day/Date	BEO #	Event	GTD	Room/Site	Total Estimate
Tue, 10/7/2014	150024412	Water Service		Multiple Locations	\$479.16
Tue, 10/7/2014	150024413	Box Lunch		Hall 1AB	\$17,329.62
Tue, 10/7/2014	150024623	Box Lunch		Hall 1AB	\$894.43
				Food Total:	\$15,061.20
				Beverage Total:	\$320.00
				Other Total:	\$76.00
				Subtotal:	\$15,457.20
				Service Charge:	\$3,246.01
				GRAND TOTAL:	\$18,703.21
90% Deposit Due of \$16,832.89 by 9/7/2014 Remaining Balance of \$1,870.32 by 10/2/2014					

This contract is due back by:
Sunday, September 07, 2014

Exclusivity

Centerplate maintains the exclusive right to provide all food, beverage and alcoholic beverages in the KFC YUM! Center, Kentucky International Convention Center and Kentucky Exposition Center. All food and beverages, including water, must be purchased from Centerplate. To confirm these arrangements, please sign, date and return this Agreement with your deposit no later than the date at the bottom of this contract. A charge will be assessed for cancellation of contracted services within 15 days of an event. The charge will be calculated to cover material and labor costs (including administrative) incurred or by Centerplate. Any event canceled within 72 hours prior to the event requires payment in full for the estimated revenue based on the menu and event arrangements. Deposits may be presented as checks, wire transfers, money orders, credit cards and cash. The Deposit will not bear interest.

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 within the required time period.

Deposit; Terms, Payment Schedule

1. Convention Related Business: A 90% deposit and signed Catering Services Agreement is due 30 days prior to the start of your event(s).
2. The remaining 10% balance will be due three (3) business days prior to the start of your event. Centerplate requires all groups to supply a credit card to remain on file for any additional incidentals or unpaid balances.
3. Any additional amounts due Centerplate from the Customer will be based on the actual number of persons served and any

variable and other charges payable pursuant to this Agreement or supporting BEO's and will be determined at the conclusion of the event(s). In the event that additional charges are incurred during the event(s), the adjusted remaining balance is required by the conclusion of the event. Customer will pay interest at the rate of 1.5% (or, if lower, the maximum legal rate) from the date of the invoice if not paid within 30 days.

4. Upon receipt of the Final Invoice after the Event, Customer shall, within seven (7) business days, advise Centerplate in writing of any discrepancies so that Centerplate may review and, if necessary, make any proper adjustments. Final payment for all undisputed Event charges shall be due and payable within fifteen (15) days of Customer's receipt of Centerplate's invoice and shall not be unreasonably withheld pending resolution of disputed charges. Upon resolution of any disputed charges, Centerplate shall re-invoice the remaining charges to Customer and such charges shall be payable within thirty (30) days of Customer's receipt of the revised invoice.
5. In the instance that the function(s) is cancelled within 30 days of the start of the Event, the deposit(s) will not be returned. Full charges will be applied to cancellation of food and beverage services received within 72 hours prior to the start of the function.

I. CENTERPLATE'S SERVICES

Centerplate shall cater and serve the menu(s) agreed to by the parties at Customer's event(s) (collectively, the "Event"), which Event shall be held at the KFC YUM! Center, the Kentucky International Convention Center or the Kentucky Exposition Center (the "Facility") as described in the Banquet Event Orders ("BEO's") executed in furtherance of this Agreement and made a part hereof.

Caterer and Customer agree that the Customer may have additional personnel authorized to make decisions on behalf of the Organization's Event(s). The Customer is to inform the Caterer in writing who their authorized personnel are. To the extent Banquet Event Orders (BEO's) are created hereafter, once such BEO's are signed (inclusive of the Customer's authorized personnel) 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 BEO's provide for per person charges, Customer shall pay Centerplate for every person served at each Event at the per person charges specified on the BEO's provided. However, if the number of persons served at the event is less than the Guaranteed Attendance, the Customer shall pay the per person charges on the basis of the Guaranteed Attendance. Caterer reserves the right to count guests using a mutually agreed upon counting method for an event which is billed on a per person basis. Should this guest count be less than the Guaranteed Attendance, the Customer shall pay the Guaranteed Attendance.

B. Prices:

A good faith estimate of Food and Beverage prices will be provided six (6) months in advance of the event's start date and will be confirmed at the signing of the contract. Due to fluctuating market prices, however, we reserve the right to make product substitutions based on specific commodity price increases.

SPECIALTY EVENTS

Meal functions of 2,500 guests and above are considered "Specialty Events" and may require Executive Chef assisted customized menus not in our guide. Your Centerplate Catering Sales Manager will work with you to design personalized specialty menus that are creative and logistically appropriate for large numbers. In certain cases, additional labor & equipment fees may be applied to orchestrate such events.

KFC YUM! CENTER, KENTUCKY INTERNATIONAL CONVENTION CENTER & KENTUCKY EXPOSITION CENTER FOOD AND BEVERAGE MINIMUMS

Food and beverage minimums apply to all events at the KFC YUM!, Kentucky International Convention and Kentucky Exposition Center. All food and beverage sales must equal the minimum, before service charge and sales tax, or the client will be responsible for the difference. Centerplate Corporation reserves the right to waive food & beverage minimums.

Food & Beverage Minimums

Groups 200 or less – guarantee due 3 business days in advance \$5,000.00

Groups 201 - 600 – guarantee due 5 business days in advance \$8,000.00

Groups 601 or more guarantee due 5 business days in advance \$15,000.00

If minimums are waived by Centerplate Corporation then the following fees will apply:

Tablecloths \$5.00 each
Table Set Up \$3.00 each
Chair Set Up \$1.00 each
China (Breakfast, Lunch, Dinner & Receptions) \$2.00 per person
China (Breaks & Beverage Breaks) \$1.00 per person
Servers (1 server per 50 guests) \$80.00 per server
Labor during the event – 4 hour minimum \$20.00 per hour per person

C. Service Charges; Taxes; Additional Charges.

Customer shall pay to Centerplate:

1. A 21% service charge will apply to all food, beverage and labor charges.
2. A "House" or "Administrative" Charge of 21% is added to your bill for this catered event/function (or comparable service) which is used to defray the cost of set up, break down, service and other house expenses. No portion of this Charge is distributed to the employees providing the service. You are free, but not obligated to add or give a gratuity directly to your servers.
3. Current state and local sales taxes apply to all food, beverage, labor charges, equipment rentals and service charges, and are subject to applicable tax laws and regulations.
4. If the Customer is an entity claiming exemption from taxation in the State where the Facility is located, the Customer must deliver to Centerplate satisfactory evidence of such exemption thirty (30) days prior to the event in order to be relieved of its obligation to pay state and local sales taxes.

D. Guaranteed Attendance.

1. The Customer shall notify Centerplate, not less than three (3) business days (excluding holidays and weekends) prior to the Event, the minimum number of persons that Customer guarantees will attend the Event (the "Guaranteed Attendance").
2. There may be applicable charges for events with minimal attendance.
3. The Guaranteed Attendance shall not exceed the maximum capacity of the areas within the Facility in which the Event will be held.
4. Centerplate will be prepared to serve five percent (5%) above the Guaranteed Attendance, up to a maximum of 30 meals (the Overage) for plated and buffet meals only.
5. Should additional persons attend the event in excess of the total of the Guaranteed Attendance plus the Overage, Centerplate will make every attempt to accommodate such additional persons subject to product and staff availability.
6. If Customer fails to notify Centerplate of the Guaranteed Attendance within the time required, (a) Centerplate shall prepare for and provide services to persons attending the Event on the basis of the estimated attendance specified in the BEO's, and (b) such estimated attendance shall be deemed to be the Guaranteed Attendance.
7. Customer will pay for such additional persons and/or a la carte items at the same price per person or per item plus the service charge and local taxes.
8. If this Overage is used, the Customer will pay for each additional person at the same price per person/per item, plus applicable service charges and sales tax.
9. Should the guaranteed attendance increase by 33% or more within 3 business days of the event an additional charge of 20% may apply per guaranteed guest.

E. Additional Services and Corresponding Fees

China Service.

All food and beverage events located in the Exhibit Hall, Lobbies & Concourse areas with the exception of plated meals, are accompanied by high-grade and/or compostable disposable ware. If china is preferred, the following fees will apply:

1. Breakfast, Lunch, Receptions and Dinners: \$2.00++ per person, per meal period.
2. Refreshment or Coffee Breaks: \$1.00++ per person, per break.

In all carpeted Meeting Rooms and Ballrooms, china service will automatically be used for all meal services, unless our high-grade

and/or compostable disposable ware is requested.

Linen Service.

Centerplate provides its in house linen for all meal functions with our complements. Additional linen fees will apply for specialty linens or linens required for meeting functions.

Holiday Service.

There will be an automatic additional labor fee for food and beverage service or preparatory days on the following Federal holidays: New Year's Eve and Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, as well as, OAKS Day and DERBY Day.

Delayed or Extended Service.

On the day of your event, if the agreed upon beginning or ending service time of your meal changes by 30 minutes or more, an additional labor charge will apply.

Should your Event require extended pre or post service or stand by time, often necessitated by high functions, an additional labor charge may apply.

III. MISCELLANEOUS PROVISIONS

Liquor Laws.

Customer shall comply with all applicable local and state liquor laws, and further agrees that neither Customer nor any of the Customer's guests will provide or request Centerplate to provide alcoholic beverages to any minors or to any persons who, in the opinion of Centerplate, are intoxicated. Alcohol must be consumed in the designated areas. Centerplate reserves the right to suspend or stop alcohol service during an Event. All alcoholic beverages sold or served under Centerplate's liquor license will only be dispensed by Centerplate's employees, bartender or agents. Centerplate warrants that all its employees and agents, regardless of their employee job designation, dispensing alcoholic beverages to any person have undergone adequate training to avoid incidents which could result in claims of liquor liability

Changes in Service.

The dates and times of service specified on the BEO's and the other terms and conditions of this Agreement may be changed only by a written addendum signed by both the Customer and Centerplate. Any additional expenses arising from changes made at the Customer's request will be paid by the Customer.

Force Majeure.

The performance of this Agreement by either party is subject to acts of God, acts of terrorism, war, civil unrest, substantial curtailment of the transportation industry, government authority, or any other emergency that makes it impossible, illegal or commercially unfeasible for Centerplate to provide the services or for Customer to hold the Event. Either party may terminate this Agreement, without penalty, for anyone of the above reasons by serving written notice upon the other party. If the force majeure event occurs within fourteen (14) days of the Event dates(s), Customer shall pay to Centerplate a cancellation charge calculated to compensate Centerplate for its actual out-of-pocket product and labor costs incurred and documented.

Indemnification.

Each party to the Agreement shall indemnify, defend and hold harmless the other party and its officers, directors, agents, subcontractors and employees and each of them, from and against any and all demands, claims, actions or liabilities of whatsoever kind and nature, including judgments, interest and reasonable attorney's fees and other costs, fees, expenses and charges (collectively, "Claims"), arising out of or caused by the indemnifying party's negligence or willful misconduct in connection with the event(s). The terms of this section shall survive the termination or expiration of this Agreement.

Authority

The person signing this Agreement on behalf of the Customer represents and warrants that he/she has full authority to legally bind the Customer on the date signing this Agreement, and the person signing the Agreement shall be jointly and severally liable for all amounts payable under this Agreement if such representation and warranty is untrue. Each person signing this Agreement represents and warrants that their execution and delivery of this Agreement does not require the consent or approval of any other person, entity or governmental agency or authority.

Assignment.

Customer may not assign this Agreement or any of the Customer's rights hereunder without the prior written consent of Centerplate.

Binding Effect.

This Agreement shall be binding upon the parties hereto, and their respective permitted successors and assigns.

Notices.

All notices required under this Agreement and the BEO's shall be given in writing and addressed as shown on the first page of this Agreement.

Waiver.

The failure of either party to exercise any right or remedy under this Agreement on one or more occasions shall not constitute a waiver, express or implied, of such right or remedy, then or in the future, or otherwise constitute a precedent for any future conduct, actions, or inaction unless specifically stated in writing signed by the waiving party.

Relationship of Parties.

Centerplate is an independent contractor. Nothing herein shall be construed to create a partnership, joint venture, agency or employment relationship between the parties.

Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky, without giving effect to its conflicts of law rules.

Counterparts.

This Agreement may be executed in one or more counterparts and each such counterparts, for all purposes, shall be deemed to be an original, but all of such counterparts together shall constitute one and the same instrument, binding upon the parties, notwithstanding that all of the parties may not have executed the same counterpart.

Modification.

No modification of any of the terms or conditions of this Agreement shall be effective unless such modification is expressed in writing and signed by the party against whom enforcement of such modification is sought.

Approved by: Robbin Chapman
~~Jamie Ostermeier~~

Agreed to by: Katrina Whitlock
Customer Signature

Robbin Chapman Sales Mgr
Centerplate

8/25/14 KATRINA WHITLOCK, DIRECTOR
7/8/2014 Print Name and Title (date)

I authorize Centerplate to charge my credit card for the above services:

Amount: \$ _____

Name on Credit Card: _____

Credit Card Type (circle one): MasterCard Visa American Express

Credit Card Number: _____

Expiration Date: _____

Credit Card ID:
(3 or 4 digit ID on front or back of card) _____

Signature: _____

Kentucky International Convention Center

221 South Fourth Street
 Louisville, KY 40202
 Phone: 5025897983, Fax: 5025899317
 Email: jamie.ostermeier@centerplate.com

BANQUET EVENT ORDER - 150024412

EVENT: Senior Day Out			Date: Tuesday, 10/7/2014
FUNCTION: Water Service		LOCATION: Multiple Locations	
COMPANY: Office for Aging and Disabled Citizens			Start: 7:30:00 AM
ADDRESS: 810 Barret Avenue, Louisville, KY 40204		PHONE: (502)574-5092	End: 2:00:00 PM
CONTACT: Cindy Venable		LINEN:	
CM: Jamie Ostermeier	EM: Gayle Johnson	NAPKIN:	Estimated PP: Flow
PAYMENT:			Guaranteed PP: -
Service Type: Water Service	Serviceware: Disposable	Bar Service: None	Bartenders: 0

FOOD

BEVERAGE

Serve from: 7:30 AM to 2:00 PM

- 8 5-GALLON JUG SPRING WATER \$40.00 ea. \$320.00
 - Charged on Consumption

NOTES: Each cooler to have [1] backup jug. Charged on Consumption.

OTHER

Serve from: 7:30 AM to 2:00 PM

- 4 WATER COOLER (PER DAY) \$19.00 / day \$76.00
 - Charged per day

Notes: Diagram will be forwarded

Room Setup Notes: **LOCATIONS:**

- [1] Cascade ABC - Set against wall by exit doors leading to Prefunction Hallway
- [1] Hall 1A - Set inside screening area inside draped territory
- [2] Hall 1A - Set against wall of entrance doors from Prefunction hallway with one on each end

Contract BC0037400002746

BEO #150024412 | Function: Senior Day Out | Location: Multiple Locations | Date: 10/7/2014

Guarantee food and beverage policies: Guarantee figures and changes must be given before 10/4/2014 or the event date or the number of guests contracted will be considered the guarantee. A good faith estimate of Food and Beverage prices will be provided six (6) months in advance of the event's start date and will be confirmed at the signing of the contract. Due to fluctuating market prices, however, we reserve the right to make product substitutions based on specific commodity price increases.	Subtotal Food:	\$0.00
	Subtotal Beverage:	\$320.00
	Subtotal Other:	\$76.00
	Items Subtotal:	\$396.00
	21% Service Charge:	\$83.16
	Subtotal with Service Charge:	\$479.16
	TOTAL:	\$479.16

Signature of approval: _____ Date: _____

BANQUET EVENT ORDER - 150024412

Kentucky International Convention Center
 221 South Fourth Street
 Louisville, KY 40202
 Phone: 5025897983, Fax: 5025899317
 Email: jamie.ostermeier@centerplate.com

BANQUET EVENT ORDER - 150024413

EVENT: Senior Day Out			Date: Tuesday, 10/7/2014
FUNCTION: Box Lunch	LOCATION: Hall 1AB		
COMPANY: Office for Aging and Disabled Citizens			Start: 11:30:00 AM
ADDRESS: 810 Barret Avenue, Louisville, KY 40204	PHONE: (502)574-5092		End: 1:30:00 PM
CONTACT: Cindy Venable		LINEN: Ivory	Estimated PP: 1550
CM: Jamie Ostermeier	EM: Gayle Johnson	NAPKIN: Disposable	
PAYMENT:			Guaranteed PP: -
Service Type: Box Lunch	Serviceware: Disposable	Bar Service: None	Bartenders: 0

FOOD

Serve from: 11:30 AM to 1:30 PM

1550 Custom Box Lunch Menu

\$9.24 ea. \$14,322.00

NOTES:

[1540] Boxed Lunch:
Smoked Turkey on Whole Wheat Bread
Served with Potato Chips & Appropriate Condiments
And a Cookie

[10] Vegetarian Option:
Grilled Vegetable on Whole Wheat Bread
Served with Potato Chips & Appropriate Condiments
And a Cookie

Special pricing for 2014 only
 (1.33oz Cookie: \$.36++/person added to lunch price of 8.25+)

Bottled Water donated and placed inside box lunch

BEVERAGE

OTHER

Notes:

Bottles Water delivered minimum of 24 hours before event. Requested date is 10/3/14. Will be dropped on lower level loading dock

Client registration Deadline is September 19th. Attendance will increase after deadline.
 Head Volunteer for Lunch - Becky

Deliver boxed lunches on [4] queens [one for each quad of the room] to Hall 1AB.
Please place a table in each area for the Volunteers to distribute to guests.

Timeline:

- 6:00am - Staff and attendees arrive
- 7:30am - Exhibits and Health Screenings open in Cascade BC
- 8:00am - Registration in Streetside Lobby
- 8:45am - Hall 1AB opens
- 9:00am - Welcome & Introduction

10:00 am- 11:00am - Speakers
 11:30 am- 1:30 pm Lunch served [Entertainment - Street Heat Band]
 1:45pm - Conclusion
 Cascade will be open during lunch this year and vendors will break after 2:00 PM

Billing Note

.63 cents added to box lunch price to cover the corkage on donated water.

Room Setup Notes: **Room Setup:**

- Set Hall 1AB with [155] 6' Rounds of [9]
- Leave an open space at each table for wheelchair access
- Set tables in 4 Quads - Approximately 30 tables per quad
- Set a table stanchion on each table
- Make sure there are extra chairs available in the back
- Tables need to be set & clothed by Monday October 6th at 12pm so volunteers can decorate tables.
- Make sure tablecloths are removed immediately following event so KICC can break down tables.

<p>Guarantee food and beverage policies: Guarantee figures and changes must be given before 10/4/2014 or the event date or the number of guests contracted will be considered the guarantee.</p> <p>A good faith estimate of Food and Beverage prices will be provided six (6) months in advance of the event's start date and will be confirmed at the signing of the contract. Due to fluctuating market prices, however, we reserve the right to make product substitutions based on specific commodity price increases.</p>	Subtotal Food:	\$14,322.00
	Subtotal Beverage:	\$0.00
	Subtotal Other:	\$0.00
	Items Subtotal:	\$14,322.00
	21% Service Charge:	\$3,007.62
	Subtotal with Service Charge:	\$17,329.62
	TOTAL:	\$17,329.62

Signature of approval: _____ Date: _____

BANQUET EVENT ORDER - 150024413

Kentucky International Convention Center

221 South Fourth Street

Louisville, KY 40202

Phone: 5025897983, Fax: 5025899317

Email: robbin.chapman@centerplate.com

BANQUET EVENT ORDER - 150024623

EVENT: Senior Day Out			Date: Tuesday, 10/7/2014
FUNCTION: Box Lunch	LOCATION: Hall 1AB		
COMPANY: Office for Aging and Disabled Citizens			Start: 11:30:00 AM
ADDRESS: 810 Barret Avenue, Louisville, KY 40204	PHONE: (502)574-5092		End: 1:30:00 PM
CONTACT: Cindy Venable	LINEN:		
CM: Robbin Chapman	EM: Gayle Johnson	NAPKIN: Disposable	Estimated PP: -80-100
PAYMENT:			Guaranteed PP: -
Service Type: Box Lunch	Serviceware: Disposable	Bar Service: None	Bartenders: 0

FOOD

Serve from: 11:30 AM to 1:30 PM

80 Custom Box Lunch Menu

\$9.24 ea. \$739.20

NOTES:

[1549] Boxed Lunch:
Smoked Turkey on Whole Wheat Bread
Served with Potato Chips & Appropriate Condiments
And a Cookie

[10] Vegetarian Option:
Grilled Vegetable on Whole Wheat Bread
Served with Potato Chips & Appropriate Condiments
And a Cookie

Special pricing for 2014 only
 (1.33oz Cookie: \$.36++/person added to lunch price of 8.25++)

Bottled Water donated and placed inside box lunch

BEVERAGE

OTHER

Notes:

Deliver boxed lunches on rack to Cascade C Pantry area. Please place a table near pantry door area for the Volunteers to distribute to guests.

Timeline:

- 6:00am - Staff and attendees arrive
- 7:30am -Exhibits and Health Screenings open in Cacade BC
- 8:00am - Registration in Streetside Lobby
- 8:45am - Hall 1AB opens
- 9:00am - Welcome & Introduction
- 10:00 am- 11:00am - Speakers
- 11:30 am- 1:30 pm Lunch served [Entertainment - Street Heat Band]
- 1:45pm - Conclusion
- Cascade will be open during lunch this year and vendors will break after 2:00 PM

Billing Note

.63 cents added to box lunch price to cover the corkage on donated water.

Room Setup Notes: **Room Setup:**

Trade Show setting. Vendors will return to their booths for lunch.

<p>Guarantee food and beverage policies: Guarantee figures and changes must be given before 10/3/2014 or the event date or the number of guests contracted will be considered the guarantee.</p> <p>A good faith estimate of Food and Beverage prices will be provided six (6) months in advance of the event's start date and will be confirmed at the signing of the contract. Due to fluctuating market prices, however, we reserve the right to make product substitutions based on specific commodity price increases.</p>	Subtotal Food:	\$739.20
	Subtotal Beverage:	\$0.00
	Subtotal Other:	\$0.00
	Items Subtotal:	\$739.20
	21% Service Charge:	\$155.23
	Subtotal with Service Charge:	\$894.43
	TOTAL:	\$894.43

Signature of approval: _____ Date: _____

BANQUET EVENT ORDER - 150024623

ATTACHMENT B

HOLD HARMLESS AND INDEMNIFICATION CLAUSE

The Contractor shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Contractor's (or Contractor's Subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

INSURANCE REQUIREMENTS

Prior to award of contract and commencing work, Contractor shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. The Contractor shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to **Louisville/Jefferson County Metro Government's Purchasing Division** and approved by the Louisville/Jefferson County Metro Government's Risk Management Division. The Contractor shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Contractor evidencing proof of coverages.

Without limiting Contractor's indemnification requirements, it is agreed that Contractor shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require subcontractors, if subcontracting is authorized, to procure and maintain these same policies until final acceptance of the work by the Louisville/Jefferson County Metro Government (Metro). Metro may require Contractor to supply proof of subcontractor's insurance via Certificates of Insurance, or at Metro's option, actual copies of policies.

A. **The following clause shall be added to the Contractor's (and approved subcontractors) Commercial General Liability Policies:**

1. "The Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors are added as an "Additional Insured" as respects operations of the Named Insured performed relative to the contract."

B. The insurance to be procured and maintained and **minimum** Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract (and such minimum limits shall not limit access to the full amount of insurance available (whether through primary, excess or umbrella policies) on the contractors or subcontractors policy(ies), if that/those policy(ies) provide for Limits above the minimum):

1. **COMMERCIAL GENERAL LIABILITY**, via the **Occurrence Form**, primary, non contributory ,with a **\$1,000,000** Combined Single Limit for any one Occurrence and **\$2,000,000** aggregate for Bodily Injury, Personal Injury, Property Damage, and Products/Completed Operations including:

- a. Premises - Operations Coverage
- b. Products and Completed Operations
- c. Contractual Liability

- d. Broad Form Property Damage
 - e. Independent Contractors Protective Liability
 - f. Personal Injury
2. **AUTOMOBILE LIABILITY**, insuring all Owned, Non-Owned and Hired Motor Vehicles. The minimum coverage Liability Limit is **\$1,000,000** Combined Single Limit for any one accident. The Limit of Liability may be subject to increase according to any applicable State or Federal Transportation Regulations.
 3. **WORKERS' COMPENSATION** (if applicable) insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and **EMPLOYERS' LIABILITY - \$100,000** Each Accident/**\$500,000** Disease - Policy Limit/**\$100,000** Disease - Each Employee.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "A-VI", unless proper financial information relating to the Company is submitted to and approved by Metro's Risk Management Division.

MISCELLANEOUS

- A. The Contractor shall procure and maintain insurance policies as described herein and for which the **Louisville/Jefferson County Metro Government's Purchasing Division** shall be furnished Certificates of Insurance upon the execution of the Contract. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of Insurance shall be furnished to Metro at least fifteen (15) days prior to the expiration of any policy(s).
- B. **Upon execution of the contract, Certificates of Insurance as required above shall be furnished to:**

Louisville/Jefferson County Metro Government
Purchasing Division
611 West Jefferson Street
Louisville, KY 40202
- C. **Upon Renewal of insurance coverage (s), Certificates of Insurance evidencing renewal shall be furnished to:**

Louisville/Jefferson County Metro Government
Office of Management and Budget
Risk Management Division
611 West Jefferson Street
Louisville, Kentucky 40202
- D. **CANCELLATION OR MATERIAL CHANGE OF COVERAGE:** Contractor shall notify Metro's Risk Management Division of any policy cancellation within two (2) business days of its receipt of same. Upon any material change (changes that reduce/restrict limit or terms and conditions to your insurance coverage) in coverage as required above, Contractor shall notify Metro's Risk Management Division within two (2) business days. If Contractor fails to notify Metro as required by this Agreement, Contractor agrees that such failure shall be a breach of this Agreement. Metro reserves the right to require the insurance policy(s) required above to be specifically endorsed to provide notice of cancellation and/or material change of coverage in accordance with policy provisions. When requested by the Metro Government, a copy of the policy endorsement shall be provided to Metro's Risk Management Division.

- E. Approval of the insurance by Metro shall not in any way relieve or decrease the liability of the Contractor hereunder. It is expressly understood that Metro does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.