TERMS AND CONDITIONS - Memorial Union – Carryout Service and Delivery-Only Service

ISU Catering is located in the Memorial Union, Room 3635, adjacent to the Event Management Office.

Email: catering@iastate.edu
Phone: 515-294-2103
Fax: 515-294-4172

1. SUMMARY OF SERVICES
   A. Accommodations. ISU Catering is a full-service operation that services both university and non-university customers alike. We will make every effort to accommodate the needs of our customers however please note that ISU Catering extends the right to declare “black-out” dates when the volume of business exceeds our capacity to service contracted events.

   B. Order Placement. Orders placed with less than ten (10) days’ notice are subject to restrictions and additional fees which are outlined below.

   C. Service Hours. All meals are subject to ingredient, server availability, and/or time limitations to ensure the quality of our food and services.

   D. Service Fee. There is a 10% Service Fee incurred on all carryout and delivery only orders.

   E. Delivery Fee. There is a $10 Delivery fee incurred on all delivery-only orders.

   F. Food Safety Standards. Customer is responsible for maintaining and storing food and beverage at proper temperatures once ISU Catering delivers the food to Customer or Customer has picked up a carryout order.

   G. Menu. This menu supersedes all other menus and is valid through June 30th, 2014. Any and all food and beverage prices are subject to change without notice.

2. GUEST COUNT AND CONFIRMATIONS
   A. Final guest count is due by 12:00 p.m. (noon), five business days prior to the event. If no final guest count is received, ISU Catering will use the guest count set forth in the initial order. Any changes in guest count less than five business days prior to the event are subject to additional fees.

   B. Catering services are offered to Customer on a non-binding basis. In order to become binding, Customer must submit a signed copy of this ISU Catering Contract to ISU Catering/Dining. This offer expires unless Customer returns the signed ISU Catering Contract within ten business days of the Emailed/Faxed date; however, if the Emailed/Faxed Date is less than ten business days before the Event Date, then Customer must submit the signed ISU Catering Contract within one calendar day. After the expiration of the offer, Customer will need to request a new ISU Catering Contract if Customer still desires the catering services.

3. MENU CHANGES
   A. Final Menu Selections: Due 10 business days prior to the event
   B. Menu Changes Made Less Than 10 Days
      i. Added Items: No additional fees, but subject to availability.
      ii. Removed Items: Subject to a fee equal to 25% of the quoted price (customer responsible for 100% of the quoted price of specialty order items).
   C. Less Than 5 Days
      i. Added Items: No additional fees, but subject to availability.
      ii. Removed Items: Subject to a fee equal to 30% of the quoted price (customer responsible for 100% of the quoted price of specialty order items).
      iii. Increased Quantity: Subject to a fee equal to 30% of the quoted price on the quantity of the item increased. All items subject to availability.
      iv. Decreased Quantity: Quantity can be decreased, but at no reduction in cost.

4. CANCELLATION BY CUSTOMER
   A. Notice. If Customer desires to cancel an event or order, Customer must give notice to ISU Catering in writing, by fax, or via email at the address, number or account listed at the top of this document.

   B. Cancellation Fees.
      i. Less Than 10 Days. A cancellation less than 10 business days prior to the event is subject to a fee equal to 25% of the menu (food) total plus the cost of all non-refundable items purchased on behalf of the customer.
      ii. Less Than 3 Days. A cancellation less than 3 days prior to the event is subject to a fee equal to 100% of the menu (food) total plus the cost of all non-refundable items purchased on behalf of the customer.
      iii. Severe Weather. Cancellations without penalty will be considered in the case of weather-related warnings.

   C. Prepaid Balances. Cancellation fees will be offset against any prepaid balances. ISU will issue a refund to Customer of the remaining balance.
5. DEPOSITS AND PAYMENTS
   A. Payment. 100% of the balance is due 10 days prior to the event. For university functions, ISU Catering will process the total contract amount following the completion of the event.

   B. Payment Method. Checks should be made payable to Iowa State University of Science and Technology. Customer shall submit payments at the following address:

   ISU Dining
   1215 Friley Hall
   Ames, IA 50011

   For credit card payments, call (515) 294-3856 between 8:00 AM – 5:00 PM Monday through Friday; MasterCard, VISA and Discover Card are accepted.

   C. Late Payment. In the event payment is not received from Customer when due, ISU may cancel the event and order. In addition, the full account balance may be accelerated. ISU may also impose a finance charge computed at a periodic monthly rate of 1% per month on the balance or an annual percentage rate (APR) of 12% when computed from the billing date. The unpaid account may be referred for collection, and Customer agrees to pay all collection costs and reasonable attorney’s fees if ISU must take action to recover any past due amounts. ISU reserves the right under Iowa Code Section 421.17(27) to offset any and all State of Iowa tax refunds, lottery winnings or vendor payments.

9. CANCELLATION BY ISU
   A. Force Majeure. ISU may cancel this Agreement and shall not be deemed in breach of this Agreement or liable for damages if its performance of any obligation under this Agreement is prevented or delayed by causes beyond its reasonable control, such as acts or omissions of communications carriers, fire, strikes or labor disputes, floods, acts of God, war, terrorism, civil disturbances, acts of civil or military authorities or the public enemy, or energy shortages.

   B. Conduct. ISU may cancel the catering contract and cease providing catering services and/or end the event immediately upon written notice to Customer if Customer or Customer’s employees, agents or guests (a) act in a manner ISU believes to be unsafe or that may cause or has caused harm to persons or property or (b) violate laws, regulations, ordinances, applicable ISU policies, or these ISU Catering Terms and Conditions. Customer will remain responsible for the full cost of the event.

10. MISCELLANEOUS. These ISU Catering Terms and Conditions shall not be amended in any respect without the written consent of both parties. The failure of a party to require performance of any part of these Terms and Conditions by the other party shall not constitute a waiver to subsequently enforce it. The parties’ rights and obligations in these Terms and Conditions that, by their nature, would continue beyond the cancellation or expiration of the catering contract shall survive such cancellation or expiration. These Terms and Conditions shall be construed in accordance with the laws of the State of Iowa, and any litigation or actions commenced in connection with these Terms and Conditions or ISU Catering’s services shall be instituted in an appropriate court in the State of Iowa. When used in these ISU Catering Terms and Conditions, a “business day” shall mean Monday through Friday, excluding such days when ISU offices are closed.