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.
   
   C. Service Hours. All meals are subject to ingredient, server availability, and/or time limitations to ensure the quality of our food and services. All meals include two (2) hours of service; however, additional service time can be arranged and will be billed at thirty (30) minute increments (at a rate of $10 per half hour/server).
   
   D. Service Fee. Either an 18% or 22% fee will be assessed on all food and beverages to cover the labor cost of student servers and other service staff needed to safely and professionally service an event. The actual Service Fee is determined by the meal type. Please speak with a Catering Manager for further clarification.
   
   E. Facility Fee. A 10% fee may be assessed on catering services provided depending on the facility. This fee is collected on behalf of the facility itself and is a pass-through expense only.
   
   F. Food Safety Standards. Only baked goods are allowed to be removed from a catered function. Carryout containers can be purchased at an additional cost.
   
   G. Third Party Planners. Customers may utilize third parties to assist as event planners. If Customer identifies such an individual to serve as Customer’s agent, Customer is acknowledging that such individual is authorized to act on Customer’s behalf in making decisions and submitting orders both prior to and during event and that ISU may rely and act on such decisions and orders. Customer shall be liable for charges incurred as a result of the agent’s decisions and orders.
   
   H. Loss or Damage. Neither ISU Catering nor Iowa State University will assume any responsibility for the damage to or loss of any merchandise or articles left at a function prior to, during, or following an event. If valuable items are to be left in the banquet area, it is recommended that a security patrol be retained.
   
   I. 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 sign a contract 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, 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 cancelation 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 cancelation 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.

ISU Catering
5. ADDITIONAL FEES
   Corkage Fee - Begins at $15 per 750 ml bottle. Only wines made from a licensed winery are permitted.
   ISU China Service - $1.50 to $3 per guest, depending on meal.
   Reception/Buffet table rental: $20/each
   Bartender Fee - $75 per bartender

6. FOOD SERVICE POLICY. All food service is the responsibility of ISU Catering. No food products may be brought into without prior consent of ISU Catering.

7. ALCOHOL BEVERAGE POLICY
   A. Alcoholic beverages will be served in accordance with Iowa Code Section 123.49(2)(H), Ames City Ordinance, Social Hosting Guidelines of Iowa State University, ISU Dining/Catering and the ISU Memorial Union.
   B. Alcohol service can be provided for a maximum of five (5) hours per customer per event.
   C. All alcohol must remain in the room contracted for the event at all times. Employees of ISU Dining/Catering are required to confiscate any and all alcoholic beverages found outside of the contracted event space.
   D. Under no circumstances can any alcoholic beverages be brought onto the premises by anyone other than a representative of ISU Catering. Anyone violating this rule will be escorted from the building and subject to prosecution. All alcohol in this person’s possession will be confiscated.
   E. Alcohol service will end thirty (30) minutes prior to the end time of the event.
   F. ISU Catering reserves the right to close bar service and/or end the event at the discretion of a manager, and the event sponsor will remain responsible for the full cost of the event.
   G. The full cost of special-order bottles, cases, and kegs will be charged to the client and no credit will be applied for any unopened product.

8. DEPOSITS AND PAYMENTS
   A. Payment. For non-university functions, 90% of the balance is due 10 days prior to the event and the remaining balance is due NET 30 days unless indicated otherwise. For university functions, ISU Catering will process the total contract amount following the completion of the event.
   B. Deposit. For non-university functions, a $200 deposit (applied toward the final food and beverage invoices) is required before ISU Catering will place a hold on the event date requested. The deposit is refundable up to three (3) months prior to the event date.
   C. 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.
   D. 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 of 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.