

Terms & Conditions for the Conference Room at 4 Market Square

For The University of Tennessee

Contracts and Deposits: A signed contract will be required to reserve your space.

Café 4 Catering, is the exclusive food & beverage provider for the Conference Room at 4 Market Square. No food or beverage of any kind will be permitted to be brought into the facility by the patron or patron's guests or invitees without prior written approval of the General Manager or Food & Beverage Director. Food items may not be taken off the premises; however, excess prepared food is donated under regulated conditions to agencies feeding the underprivileged at 4 MS Entertainment's sole discretion. **The Menu must be determined and the Food & Beverage Agreement must be signed and returned 72 hours or 3 business days prior to the date and time of the function (a business day is defined Monday-Friday by 12 noon).**

Guarantees: The Guaranteed number of attendance is required 72 hours or 3 business days prior to the date and time of the function (a business day is defined Monday-Friday by 12 noon). If the guarantee is not received as stated, the number specified on the contract will be your guarantee. The guarantee is not subject to reduction after the 72-hour deadline. Increases in attendance given after the final guarantee deadline may be subject to additional charges. The Catering Department will make every effort to service additional guests based upon availability of product and labor however; the Catering Department will not be responsible or liable for servicing these additional guests. The Catering Department will prepare food product for seated functions 5% over the guarantee to a maximum of 30 people. Additional seating will only be placed if needed.

Conference Room Rental Fees: *Evenings and weekends* require a rental fee of \$50. *Weekdays* (all events ending before 4pm) do not require a room rental fee *if* the minimum is reached in catering.

Catering Minimums: Once your room rental fee has been met, the following minimums apply to the **CONFERENCE ROOM:** Breakfast - \$150.00, Lunch - \$200.00, Dinner – \$500.00. All food and non-alcoholic beverage purchases, excluding gratuity apply toward the minimums for the conference room. Differences will be due if the minimum is not met in gross food and non-alcoholic beverage purchases, (this excludes gratuity).

Alcoholic Beverage Service: 4MS Entertainment offers a complete selection of beverages to compliment your function. The Tennessee Alcohol and Beverage Commission regulate alcohol and beverage service. As the licensee we are responsible for the administration of these regulations. Alcoholic beverages may not be brought onto the premises from outside sources without prior written consent of the General Manager or Food & Beverage Director. Any outside alcohol is subject to a \$1.25 per pour fee, payable to the venue.

In compliance with TABC regulations we reserve the right to ask patrons for proper identification for alcoholic beverage service, we reserve the right to refuse alcohol service to intoxicated or underage persons. Alcoholic beverages may not be removed from the premises.

Fees for setting up the bar and providing bartenders are as follows: \$50 for the first hour and \$25 every hour thereafter, per bartender.

Menus: Menus are available as guidelines to assist you in the selection of your food and beverage services. Please note that your catering sales manager welcomes the opportunity to customize menus and services to create specialty or thematic events.

Gratuity: An 18% service charge will be applied to all food, beverage and related services.

Labor: Catering personnel are scheduled in four-hour shifts for each meal period. These shifts include set-up, service and breakdown. Events requiring additional time for service will incur an overtime charge of \$25.00 per waiter per hour.

Holiday Business: Due to the demand of catering services during the holiday season, our deposit and contract policy is modified. Your catering sales manager will discuss contract and deposit policies for the holiday season.

Contracts: To guarantee your space, the following contracts need to be executed:

- These Terms & Conditions; and
- Food & Beverage Agreement (if applicable) must be signed 3 days prior to event

All forms must be signed by both parties, with their stated terms, which will then constitute the entire agreement between the client and 4MS Entertainment.

Payment: 4 MS will direct bill the University after the conclusion of the event. The University shall pay the invoice within 30 days of receipt of the invoice.

Cancellation Policy: Cancellation of executed Food & Beverage services must be made in writing no less than 60 days prior to the scheduled function. Cancellations received 60 days or more prior to the event will result in a 25% charge of the total estimated bill. Cancellations received 30-59 days prior to the event will result in a 50% charge of the total bill. Cancellations received less than 30 days prior to the event will result in a 100% charge of the total bill.

Illegal Immigrants: In compliance with the requirements of Tenn. Code Ann. § 12-4-124, 4 MS hereby attests that it shall not knowingly utilize the services of an illegal immigrant in the United States in the performance of this Agreement and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the United States in the performance of this Agreement.

Tennessee Claims Commission: Any liability of The University of Tennessee to 4 MS and third parties for any claims, damages, losses, or costs arising out of or related to acts performed by the University under this Agreement will be governed by the Tennessee Claims Commission Act, Tenn. Code Ann. §§ 9-8-301, et. seq.

University's Maximum Financial Obligation: The maximum amount that the University will pay for goods and/or services under this agreement is \$ _____.

The University's maximum financial obligation is based on the following:

Date(s) of Service:

- \$ Room Rental
- \$ Table dressing (\$ /person x
- \$ [# of servers] for [# of hours] at \$ /hour/server
- \$ catering captain, [# of hours] @ \$ /hour
- \$ minimum food for catered [lunch or dinner] for [# of guests]

Facility Services: Conference style seating of 20 will be provided unless otherwise specified. Linens (tablecloths & napkins) & audiovisual equipment needs are available at an additional charge.

Tablecloths \$10 each

Use of Television and/or PA system \$15

Agreed: _____ **Date:** _____

Client: The University of Tennessee

Agreed: _____ **Date:** _____

4 MS Entertainment Representative