

MARK'S FEED STORE FOOD TRUCK CATERING AGREEMENT

Event Date: _____

Customer Name: _____

Deposit Required By (14 days prior to Event): _____

1. EVENT CATERING TERMS:

A. PRICES; SALES TAX: *The total cost of the catering event will be determined by the amount of food and beverage ordered, plus applicable sales tax and other charges described below, or the "Minimum Charge" described below, whichever is higher. Appendix A sets forth the current food and beverage menu available for the event and corresponding prices.*

B. MINIMUM CHARGE & GUARANTEE: The "Minimum Charge" or "Guarantee" is \$1500.00 before sales tax. Based on the items ordered as indicated on Appendix A, the estimated total cost of your catering event is \$ _____, plus applicable sales tax.

C. SERVICE TIME: The "Minimum Charge" of \$1500.00 minimum + tax entitles you to *3 hours of service time* (in addition to setup/breakdown time) for an event ending at or prior to 10pm. If more than 3 hours of service time is needed or if your event will end after 10pm, prior arrangements must be made, and Mark's Feed Store may assess a surcharge of \$100.00 per hour. As service time is based on your minimum order, any changes to your order quantities may also affect your service time. If it is a private catered event a 18% service fee will be added to the subtotal.

D. MILEAGE SURCHARGE: The price of your order includes gas and mileage of the Mark's Feed Store Food Truck up to 60 miles round trip. If your catering event is located more than 30 miles (one-way) from the Mark's Feed Store location, a mileage surcharge of \$3.00 per mile will be assessed and added to the cost of your catering event.

E. SITE: Mark's Feed Store reserves the right to pre-approve the location of the catering event and may require an inspection of the site. Due to the weight of the Mark's Feed Store Food Truck, it requires a firm, level surface for parking and adequate space (at least 31 feet long, 12 feet wide and 15 feet overhead) in which to operate. Mark's Feed Store retains the right to relocate the truck if the site is unacceptable.

F. YOUR OTHER RESPONSIBILITIES: You are responsible for all city, county or other permits or licenses required to use the Mark's Feed Store Food Truck for a catering on your site. You are also responsible for ensuring that there are sufficient trash collection bins at the site and that all trash is collected at the event.

G. CHANGES: You may request changes to the date, time and/or location of the

catering event or to the menu items ordered, provided that your request is made at least 7 days in advance of the originally scheduled date. Due to Mark's Feed Store's commitments to personnel, suppliers and other customers of the Mark's Feed Store Food Truck, no changes may be made less than 7 days prior to the originally scheduled event date.

H. UNAVAILABILITY OF MARK'S FEED STORE FOOD TRUCK: If the Mark's Feed Store Food Truck is unavailable for the event due to damage, accident, equipment failure, emergency maintenance or similar cause, Mark's Feed Store will use commercially reasonable efforts to service the event using temporary cooking equipment, tables and other mobile catering facilities.

2. TERMS OF PAYMENT:

A. DEPOSIT: *A deposit equal to 25% of your total estimated charge for the event is required no later than 14 days prior to the date of the event.* Deposits are non-refundable if the event is canceled less than 14 days from the scheduled event date. *The receipt of your deposit by Mark's Feed Store will confirm the reservation of your catering event, and must be received by the due date above for your reservation to be held.* The full amount of the deposit will be credited against the total charges for the catering event. MasterCard, VISA, American Express and Discover credit cards are accepted.

B. BALANCE DUE: *Final payment must be made on the day of your event, by check, house account charge (if applicable), or by VISA, MasterCard, Discover or American Express credit card. Cash will not be accepted.* The Mark's Feed Store Food Truck crew will issue a final itemized billing indicating the amount of food and beverages ordered and the amount of total charges to be billed for services, less any deposits or prior payments. *If your total order is less than the Minimum Charge indicated above, you will be billed the Minimum Charge.*

3. MARK'S FEED STORE TRADEMARK: Any use of the Mark's Feed Store name, logos, trademarks, service marks or graphics in connection with your catering event, whether in the form of printed materials, signs at the event, or electronic, digital or other media, is subject to review and prior written approval of Mark's Feed Store. Mark's Feed Store reserves all rights to its name, logos, trademarks, service marks and graphics, and you are not given any license to use any of the foregoing by entering into this Agreement.

4. INSURANCE AND INDEMNIFICATION REQUIREMENTS:

A. Prior to the event, you are required to provide a Certificate of Insurance, naming "Mark's Feed Store" as an additional insured, or a copy of homeowner's insurance policy indicating that liability insurance is in place for the property where event is to be held.

B. Except to the extent such actions or claims arise out of the negligence of Mark's Feed Store or its personnel, you shall indemnify, defend and hold harmless Mark's Feed Store and its officers, directors, employees, owners and agents against any and all losses, liabilities,

damages and expenses (including attorneys' fees) incurred in connection with any claims, demands, lawsuits or other legal actions that in any way relate to or arise out of the event.

C. You agree that Mark's Feed Store shall not be liable for any claims, losses, liabilities, or expenses relating to the event for any amount in excess of the fees paid by you to Mark's Feed Store in pursuant to this Agreement, except to the extent finally judicially determined to have resulted from the gross negligence, bad faith, or intentional misconduct of Mark's Feed Store.

5. LIMITATION OF LIABILITY: In no event shall Mark's Feed Store or its officers, directors, employees, owners, agents, contractors or suppliers be liable to you or any third party for any punitive, special, exemplary, incidental, consequential or other indirect loss or damage (including but not limited to, loss of profits, loss of revenue, loss of opportunity and loss of use) that may arise out of or in connection with this Agreement, including but not limited to, damages or costs resulting from the failure to provide the food, beverages or related services, regardless of whether such damages or losses could reasonably have been foreseen or the Mark's Feed Store was advised in advance of the possibility of such damages or losses.

6. RIGHT TO RESCIND: Mark's Feed Store reserves the right, at any time, to unilaterally rescind this Agreement and, or to deny service, even after event has commenced, if any event is not conducted (or any guests or attendees of the event do not conduct themselves) in a manner consistent with the law and the safety standards of Mark's Feed Store.

7. GOVERNING LAW AND VENUE: The laws of the State of Kentucky shall govern this Agreement. If a dispute arises in connection with or relating to this Agreement, it shall be subject to the exclusive jurisdiction and venue of the state and federal courts located in Jefferson County, Kentucky, and the parties consent to the personal and exclusive jurisdiction and venue of these courts.

8. FORCE MAJEURE: Mark's Feed Store will be excused from the performance of this Agreement in whole or in part if the performance by Mark's Feed Store of any of its material obligations under this Agreement is prevented by operation of law or any cause beyond the reasonable control of Mark's Feed Store, including without limitations fire, flood, weather, earthquake, public disaster, strike, labor dispute or unrest, accident, breakdown of electrical or other equipment, riot, war, insurrection, civil unrest, Act of God, any act of any legal or governmental authority (all of which causes are referred to as "events of force majeure"). If the event is cancelled or curtailed because of the occurrence of any of the foregoing events of force majeure, and the event is not rescheduled, Mark's Feed Store shall remit the full portion of the deposit less any out-of-pocket costs incurred by Mark's Feed Store in connection with the cancelled or curtailed event.

9. MISCELLANEOUS: This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior offers, negotiations and agreements. Only a written agreement by the parties shall modify this Agreement. If any provisions of this Agreement are declared invalid, the remaining provisions shall remain in full force and effect. The section and

paragraph heading contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.