

CATERING AGREEMENT FOR EXHIBITORS

Date: _____

CLIENT:

Name: _____

Company Name: _____

Address: _____

City, State,
Zip Code: _____

This letter will serve as confirmation for your catering services to be held at Austin Convention and Exhibition Center on the day/dates listed in the subsequent Banquet Event Order forms (the "BEOs").

In order to finalize your services, we require a credit card on file with a signed- copy of this letter. Please fill out the following credit card authorization.

Please note that the guaranteed services will be due seven (7) days prior to the start of your event. Final payment will be due at that time.

You agree to conduct the Event in a manner that is appropriate for the Location and in full compliance with all applicable laws, codes, rules and regulations having jurisdiction over the Location. The Location's authorized representatives must approve all displays and signage.

You agree that we shall only serve alcoholic beverages to individuals who are at least twenty one (21) years of age and will check identification of any guests that appear to be under thirty (30) years of age. You further agree that, if we believe, in our sole discretion, that you or any of your guests are intoxicated, we shall be permitted, in our sole discretion, to discontinue or limit alcohol service at the Event, and to request that you and/or any of your guests leave the Location, all without any refund.

You agree that you are responsible for all fees and charges stated on the Banquet Event Order form, as attached, and you understand the Event price may be partially based on certain estimated bar charges (the "Estimated Bar Charges"). At the end of the Event, we will notify you of the actual amount of bar charges. If the Estimated Bar Charges exceeds the actual bar charges, we shall credit the difference to you within thirty (30) days. If, however, the actual bar charges exceeds the Estimated Bar Charges, you shall pay the difference to us at the conclusion of the Event.

You agree that you are responsible for all injuries to persons, damages to the Location and adjacent areas and the loss of, or damage to, our equipment or property, caused by you or your guests at the Event. We will notify you of any such damage or loss, and the costs related thereto. You shall pay all such amounts to us within ten (10) days after such notification. In no event shall we be liable for such damages recited herein, except to the extent caused by our sole gross negligence.

If, for any reason beyond our reasonable control, including, but not limited to, strikes, labor disputes, accidents, unavailability of the Location, food scarcity due to external forces, government requisitions, acts of war or acts of God, we are unable to perform our obligations under this letter agreement (the "Letter Agreement"), such non-performance is excused and we may terminate this Letter Agreement without further liability of any nature, upon the return of the Deposit within thirty (30) days. In no event will we be liable for any damages including, but not limited to, indirect, punitive or consequential damages of any nature, for any reason, whatsoever.

All disputes or complaints relating to our services under this Letter Agreement must be submitted in writing within seven (7) days after the Event. Your failure to notify us of any dispute or complaint, as detailed herein shall constitute a waiver. This Letter Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the state in which the Location is situated. Furthermore, the parties consent that the courts located in the county and state in which the Location is situated shall have exclusive jurisdiction over all legal proceedings of any nature, brought by either party, to enforce any right or obligation under this Letter Agreement.

I am looking forward to working with you. Should you have any questions, please feel free to call me.

Sincerely,

Signature: _____ Legal Name: Levy Premium Foodservice, L.L.C.,
a Texas Limited Liability Company

Contact: Kim Robinson / Sales Manager (c/o Austin Convention and Exhibition

Center) Address: 500 East Cesar Chavez, Austin, TX 78701

Direct: 512-404-4152

Email Address: krobinson@levyrestaurants.com

CLIENT:

Agreed and Accepted:

Client: _____

Date: _____

Please let this letter serve as my formal written authorization and approval for you to charge the below-described credit card for any and all charges and costs associated with the event mentioned above. This letter shall constitute my express written permission for you to charge, to the extent not previously paid for, the credit card for the initial deposit, balance due before the event and additional charges incurred the day of the event.

SERVICE CHARGE. Please note that all food, beverage, and related items are subject to a service charge. This service charge is not a tip or gratuity. Additional payment for tips or gratuity for service, if any, is voluntary and at your discretion.

CLIENT:

CREDIT CARD INFORMATION

Type of Credit Card: _____ Credit Card Number: _____

Card Holder's Signature: _____ Name that appears on Card: _____

Expiration Date: _____ Date Signed: _____

Email Address for Receipts (if different from above): _____