

SWITCHBACK CATERING CO.

TERMS, CONDITIONS, AND POLICIES

IN ORDER TO ASSURE YOU AND YOUR GUESTS A WELL ORGANIZED FUNCTION, WE ASK YOU TO READ THE FOLLOWING POLICIES AND DISCUSS ANY CLARIFICATION WITH YOUR SPECIAL EVENT COORDINATOR.

FOOD

ALL FOOD ITEMS MUST BE SUPPLIED AND PREPARED BY SWITCHBACK GRILLE & CATERING CO. NO OUTSIDE FOOD IS PERMITTED. NO EXCEPTIONS!

ENTRÉE SELECTION ON ALL BANQUET MENUS IS LIMITED TO TWO CHOICES EXCEPT FOR SPECIAL DIETARY REQUIREMENTS OR RELIGIOUS LAWS. IN THOSE SITUATIONS THE EXACT NUMBER OF SPECIAL MENUS MUST BE INCLUDED WITH THE GUARANTEED NUMBER.

MENU SELECTION AND ALL OTHER ARRANGEMENTS MUST BE RECEIVED TWO WEEKS PRIOR TO THE SCHEDULED FUNCTION.

OUR MENUS FEATURE A SELECTION OF OUR MOST POPULAR ITEMS. THESE ARE SUGGESTIONS. WE WOULD BE DELIGHTED TO ARRANGE MENUS TO SUIT YOUR PARTICULAR REQUIREMENTS—REGIONAL, NATIONAL, INTERNATIONAL DISHES AND THEME PARTIES.

CATERING PRICES ARE GUARANTEED 30 DAYS PRIOR TO A FUNCTION. PLEASE VERIFY ALL MENU PRICES AT THE 30-DAY TIME LIMIT. PRICES ARE SUBJECT TO CHANGE PER MARKET FLUCTUATION.

BEVERAGE

THE SWITCHBACK GRILLE, AS A LICENSEE, IS RESPONSIBLE FOR THE ADMINISTRATION OF THE REGULATIONS OF THE UTAH STATE LIQUOR COMMISSION. IT IS OUR POLICY THEREFORE THAT ALL LIQUOR, BEER, AND WINE BE PROVIDED THROUGH THE RESTAURANT. A \$10 PER BOTTLE CORKING FEE WILL BE CHARGED FOR ALL PRODUCTS SUPPLIED BY THE CLIENT EXCEPT FOR BEER. A \$3.00 PER BOTTLE FEE WILL BE CHARGED FOR ALL BEER PRODUCTS SUPPLIED BY THE CLIENT. ALL ALCOHOLIC BEVERAGES MUST BE STATE APPROVED.

THERE IS A \$250.00 MINIMUM BAR SALES CHARGE THAT APPLIES TO BOTH HOST AND CASH BARS. A \$50/HR BARTENDER FEE WILL BE APPLIED PLUS SET UP CHARGES.

ANY REMAINING QUANTITIES OF SPECIAL PURCHASES OR PRODUCTS SUCH AS BEER, WINE, OR LIQUOR NOT NORMALLY STOCKED IN OUR CATERING INVENTORY MUST BE BOUGHT IN TOTAL BY THE CLIENT AT OUR CONTRACTED RETAIL PRICE.

THE SWITCHBACK GRILLE RESERVES THE RIGHT TO CEASE BEVERAGE SERVICE IF IN THE OPINION OF SWITCHBACK MANAGEMENT TO DO SO IS IN THE BEST INTEREST OF THE SWITCHBACK GRILLE, THE HOTEL, ITS GUESTS OR EMPLOYEES.

CONSULTING SERVICES

OUR CATERING REPRESENTATIVE IS RESPONSIBLE FOR YOUR FOOD AND BEVERAGE SERVICES ONLY. IF YOUR EVENT REQUIRES SWITCHBACK TO EXPAND ITS STANDARD SCOPE OF WORK BEYOND FOOD AND BEVERAGE, WE CAN ARRANGE FOR OUR EVENT CONSULTANT TO ASSIST YOU WITH WHATEVER YOU REQUIRE. FOR EXAMPLE, IF YOU REQUIRE ASSISTANCE WITH DECORATIONS, INVITATIONS, FLORAL ARRANGEMENTS OR ORCHESTRATING CEREMONIES, THESE SERVICES ARE AVAILABLE FOR A \$50/HR CHARGE.

BILLINGS AND DEPOSITS

ALL ACCOUNTS MUST BE PAID FOLLOWING OUR DEPOSIT/PAYMENT SCHEDULE. THIS SCHEDULE IS AS FOLLOWS: A \$750.00 NON-REFUNDABLE BOOKING DEPOSIT IS REQUIRED TO RESERVE A FUNCTION DATE AND LOCATION. THE BALANCE OF PAYMENT IS DUE 7 DAYS PRIOR TO THE EVENT. ALSO, A VALID CREDIT CARD NUMBER MUST BE PROVIDED 7 DAYS PRIOR TO THE EVENT. IT IS REQUIRED TO PAY FOR ANY NEW CHARGES THAT MAY BE INCURRED BY THE ENGAGER ON THE DAY OF THE EVENT.

GUARANTEES

A MINIMUM GUARANTEE OF ATTENDANCE MUST BE RECEIVED BEFORE 11:00 A.M. SEVEN DAYS PRIOR TO THE EVENT. THIS IS THE MINIMUM NUMBER FOR WHICH YOU WILL BE CHARGED.

THE SWITCHBACK CATERING DEPARTMENT WILL PROVIDE SEATING AND FOOD FOR 5% ABOVE THE DESIGNATED GUARANTEED COUNT. AN INCREASE IN THE GUARANTEED ATTENDANCE MAY BE ACCEPTED SUBJECT TO PRODUCT AVAILABILITY AND PRODUCTION FEASIBILITY.

POSITIVELY NO REDUCTIONS IN GUARANTEE WILL BE ACCEPTED LESS THAN 7 DAYS PRIOR TO THE EVENT.

BEGINNING & ENDING TIMES

THE SWITCHBACK GRILLE AGREES TO PROVIDE THE ITEMS AS SPECIFIED. SWITCHBACK GRILLE WILL NOT BE LIABLE FOR DELAYS CAUSED BY THE ENGAGER, ACTS OF GOD, CIVIL DISTURBANCES, OTHER PERSONS, UTILITY INTERRUPTIONS OR FOR ANY DELAY CAUSED BY THE LATE RELEASE OF THE ASSIGNED SPACE BY A PRIOR OCCUPANT HAVING GIVEN PRIOR NOTICE BY THE SWITCHBACK GRILLE. THE ENGAGER AGREES TO RELEASE ANY AND ALL OCCUPIED FUNCTION SPACE AND TO REMOVE ALL NON-RESTAURANT PROPERTY LOCATED THEREIN AT THE ENDING TIME SPECIFIED. IF THE ENGAGER REQUESTS TIMES BEYOND THE HOURS OF THE FUNCTION SET FORTH, SUCH REQUESTS SHALL BE SUBJECT TO APPROVAL OF THE RESTAURANT AND THE PAYMENT OF OVERTIME COSTS, FEES, WAGES, AND CHARGES AT THE OVERTIME RATES IN EFFECT AT THE SWITCHBACK GRILLE ON THE DAY OF THE FUNCTION WILL BE ASSESSED.

UTAH STATE SALES TAX

THE APPLICABLE SALES TAX WILL BE ADDED TO THE BANQUET CHECK. BY UTAH STATE LAWS, THE STATE SALES TAX IS ADDED TO THE TOTAL COST OF THE FUNCTION.

SERVICE/LABOR CHARGES

A 20% SERVICE CHARGE WILL BE ADDED TO ALL FOOD AND BEVERAGE CHARGES. ALL MEALS SERVED OUTSIDE OF THE SWITCHBACK GRILLE WILL INCUR AN ADDITIONAL 20% SET-UP CHARGE ADDED TO THE BANQUET CHECK. THIRD PARTY CONTRACTORS/SUPPLIERS PROCURED BY SWITCHBACK WILL BE BILLED ON A COST PLUS 20% BASIS.

A MINIMUM \$100 SET-UP CHARGE WILL BE CHARGED FOR ALL OUTSIDE CATERING FUNCTIONS PLUS A \$.30 PER MILE MILEAGE CHARGE PER VEHICLE REQUIRED.

ANY FOOD SERVICE PAST 10:00 P.M. WILL INCUR AN ADDITIONAL \$1.50 PER PERSON PER HOUR. ANY BAR SERVICE PAST 11:00 P.M. OR EXTENDING THE EVENT TIME BEYOND THAT WHICH WAS SCHEDULED WILL INCUR AN ADDITIONAL \$1.50 PER PERSON PER HOUR ADDED TO THE BANQUET CHECK. THESE CHARGES ARE BASED ON THE TOTAL CONTRACTED AMOUNT, NOT THE AMOUNT REMAINING PAST THE SERVICE TIME.

HORS D'OEUVRES SERVERS OR ADDITIONAL SERVICE STAFF ARE AVAILABLE FOR A \$25/HR CHARGE.

SPECIALIZED KITCHEN STAFF SUCH AS PRIVATE CARVERS OR CHEFS WILL INCUR A \$50/HR PROFESSIONAL SERVICES CHARGE.

OUTDOORS FUNCTIONS

THE SWITCHBACK CATERING COMPANY RECOMMENDS THAT CONTINGENCY PLANS BE MADE IN THE EVENT OF INCLEMENT WEATHER. SWITCHBACK CATERING CO. MAY ASSIST IN LOCATING AN ALTERNATIVE EVENT VENUE; HOWEVER, IF AN ON-PREMISES SPACE IS SELECTED, ADDITIONAL CHARGES WILL APPLY. SHOULD INCLEMENT WEATHER FORCE CANCELLATION OF AN EVENT BECAUSE NO CONTINGENCY PLANS HAVE BEEN MADE; THE CLIENT REMAINS RESPONSIBLE FOR THE UNPAID BALANCE OF THE CONTRACT.

LINEN

WHITE TABLE CLOTHES WILL BE PROVIDED AT A \$5.00 PER CLOTHE CHARGE AND COLORED TABLE CLOTHES WILL BE PROVIDED AT A \$7.00 PER CLOTHE CHARGE

DECORATIONS

WE WILL BE HAPPY TO DISCUSS YOUR BUDGET FOR DECORATIONS, SUCH AS ICE SCULPTURES, THEME PARTIES AND FLORAL CENTERPIECES IN THEME/COLOR SCHEMES AND MAKE THE NECESSARY ARRANGEMENTS FOR THEIR PURCHASE/RENTAL.

CAKE CUTTING

CAKE CUTTING IS AVAILABLE AT A \$1.00 PER SLICE CHARGE.

SIGNS AND DISPLAY

NO SIGN OR DISPLAYS ARE PERMITTED IN ANY PUBLIC AREAS OR ON THE OUTSIDE GROUNDS OF THE RESTAURANT WITHOUT PRIOR APPROVAL.

STAFFING LIABILITY/SECURITY

STAFFING IS BASED ON A STANDARD NUMBER OF SERVERS PER GUEST. IF ADDITIONAL LABOR IS REQUESTED, WE WILL BE HAPPY TO DO SO AT AN ADDITIONAL CHARGE. THE SWITCHBACK CATERING DEPARTMENT RESERVES THE RIGHT TO INSPECT AND CONTROL ALL PRIVATE FUNCTIONS. AS A GUEST YOU ARE RESPONSIBLE FOR ANY DAMAGES DONE IN THE RESTAURANT/HOTEL DURING CONTRACTED TIMES BY ANY OF YOUR ATTENDEES / EMPLOYEES / INDEPENDENT CONTRACTORS UNDER YOUR CONTROL / HIRE.

THE SWITCHBACK CATERING DEPARTMENT CANNOT ASSUME RESPONSIBILITY FOR THE DAMAGE TO, OR LOSS OF, ANY MERCHANDISE OR ARTICLES LEFT OR SENT TO THE HOTEL PRIOR TO, DURING, OR FOLLOWING YOUR EVENT(S).

SECURITY ARRANGEMENTS SHOULD BE MADE IN ADVANCE FOR EXHIBITS OR MERCHANDISE OF VALUE.

DISCLAIMER

ENGAGER ACKNOWLEDGES THE SWITCHBACK GRILLE HAS NO RESPONSIBILITY FOR DAMAGES OR LOSS OF ANY PERSONAL PROPERTY ON OR ABOUT THE PREMISES AND THAT NO BAILMENT FOR PERSONAL PROPERTY IS ASSUMED BY THE SWITCHBACK GRILLE.

CANCELLATIONS

CANCELLATION OF ANY GROUP FUNCTION MUST BE MADE IN WRITING. ALL DEPOSITS AND PAYMENTS ARE NON-REFUNDABLE.

I HAVE READ THE ABOVE CATERING POLICIES (PAGES 21-23) AND AGREE TO THEIR TERMS AND CONDITIONS.

CLIENT SIGNATURE _____ DATE _____

CATERING MANAGER _____ DATE _____

12/20/03 JMM