



Holiday Inn Beaumont
3950 I-10 South Beaumont, TX
409-842-5995 – Phone 409-842-7810 - Fax

CATERING CONTRACT

September 24, 2019

GROUP: Dispute Resolution Center of Jefferson County
CONTACT: Kara Hawthorn
ADDRESS: 215 Franklin, Ste. 131A, Beaumont, TX 77701
CONTACT PHONE: (409) 835-8747
CONTACT EMAIL: khawthorn@co.jefferson.tx.us

HOTEL CONTACT: Rasheeda Daugherty
E-MAIL: r.daugherty@esperantodev.com
PHONE: 409-842-7813

We are so pleased to be hosting the Dispute Resolution Center of Jefferson County This contract sets forth the terms for your meeting.

FOOD & BEVERAGE | MEETING REQUIREMENTS

The following table illustrates our understanding of your meeting space needs. You have agreed to hold the meetings and food and beverage events as set forward in this schedule of events.

SCHEDULE OF EVENTS

Date	Time	Event Class	Room	Setup	AGR
Tue, 12/03/19	8:00 AM - 12:00 PM	Setup	Galveston	Rounds of 10	90
Tue, 12/03/19	6:30 PM - 9:30 PM	Dinner	Galveston	Rounds of 10	90

COMPLIMENTARY MEETING SPACE

Though we usually charge for usage of our function space, the hotel will provide the function space as detailed above on a complimentary basis, in recognition of the revenue we will derive from the provision of food and beverage, and ancillary services hereunder.

One month prior to your event, we require a final program of events in order to finalize specific daily requirements. Nothing in this program will be construed to waive or alter the food and beverage revenue requirements set forth in this contract. Should you desire additional food and beverage services and/or meeting space beyond that specified in the schedule of events below, please advise us as soon as possible so that we may attempt to secure such additional space for your use. The hotel reserves the right to make reasonable substitutions in meeting and banquet rooms and/or menu selections. Diagrams and identification of the hotel's meeting space to be used for your meeting may not be disseminated by the group without the hotel's prior approval.

FOOD POLICY

No food and/or beverage of any kind will be permitted to be brought into the hotel meeting spaces, or any function space used as a hospitality suite, by the group or any of the group's guests without hotel approval. No remaining food or beverage shall be removed from the premises. All food and beverage items served in public meeting rooms must be supplied and prepared by the Hotel. Menu prices will be confirmed six months prior to function commencement. Your menu selections must be made no later than 30 days prior to arrival, and we require the guaranteed number of persons to be served at each food function three (3) business days prior to the date of the function. If we do not receive a final count for the Group within this timetable, the Group will be charged for the maximum number of people originally scheduled to attend the function. All food and beverage prices are subject to a 22% service charge. Prices and service charges are subject to sales tax, currently 8.25% and may be subject to change without notice.

ANTICIPATED BANQUET FOOD AND BEVERAGE REVENUE

At this time, the required food and beverage minimum is **\$2,400**. All revenue figures are net and not inclusive of taxes, service charge or commissions. We agree to allow for a 5% reduction in each revenue figure, for the purposes of calculating attrition amounts.

ATTRITION

Should your event generate less food and beverage revenue (excluding taxes or service, labor or audio/visual charges, or any other miscellaneous charges incurred for your event) than the anticipated revenues set forth above, an attrition fee will be due. At the conclusion of your meeting, we will subtract the banquet food and beverage revenue derived from your meeting from the Anticipated Banquet Food and Beverage Revenue Figure set forth above (less the 5% allowable attrition). A charge in the amount of 100% of any remaining amount will be posted to your master account, plus applicable taxes and service charges.

CANCELLATION

Cancellation damages will be calculated based upon the date of cancellation listed below and will be as a percentage of total anticipated banquet food and beverage revenue figures as set forth above.

Date of Cancellation % of Anticipated Revenue due to hotel

0-30 days prior to arrival	90% + applicable taxes and service charges
31-90 days prior to arrival	80% + applicable taxes and service charges
91-180 days prior to arrival	70% + applicable taxes and service charges
More than 180 days prior to arrival	50% + applicable taxes and service charges

Hotel reserves the right to terminate this contract if Hotel owner shall sell, transfer or convey its interest in the property provided Hotel has given at least 30 days' notice of the transfer of its interest in the Hotel and termination of this agreement. In the event of any such termination, Hotel shall return all advance payments of the deposits and both parties shall have no further obligation to each other. Hotel may transfer all of its rights and obligations under this agreement to a third party who shall then be solely responsible for the performance of this agreement, and Hotel shall in that case be relieved of all obligations and responsibilities under this agreement upon transfer of all advance payments and deposits received by the Hotel to the new owner.

FORCE MAJEURE

No damages shall be due for a failure of performance due to Acts of God, war, terrorist acts, government regulation, strikes, disaster, or restrictions on commodities or supplies, any one of which make performance impossible.

BILLING PROCEDURES AND DEPOSIT SCHEDULE

The following items shall be charged to the Master Account: banquet food and beverage charges, taxes, service charges, attrition charges, meeting space rental charges, cancellation charges, and any other charges billed to the Master Account at the request of the authorized representative of the group, as designated by the group in advance of the commencement of the meeting.

Payment must be by certified check, credit card or cash. If you prefer, all charges can be paid by credit card, via a Credit Card Authorization form. We accept American Express, Diners Club, Discover Card, MasterCard or Visa.

A Signed Contract and Credit Card Authorization Form must be received by in order to hold the meeting space for your use. Failure to receive the deposit by the due date may result in an assumed cancellation of this contract and cancellation charges will apply.

TAX EXEMPTION

Tax exemption status, if any, must be established prior to your function. To request state, city and/or county exemption, please provide a copy of your exemption certificate with the signed copy of this agreement. Following receipt of the exemption certificate, the hotel will obtain verification of exempt status. Please note that state exemption will not necessarily invoke city exemption. In order to validate exemption, payment must be made with a check from the organization requesting exemption. Any other form of payment will render exemption invalid.

PARKING

All Parking is complimentary.

INSURANCE AND INDEMNIFICATION

Hotel and **Dispute Resolution Center of Jefferson County** each agree to carry and maintain and provide evidence of liability and other insurance in amounts sufficient to provide coverage against any claims arising from any activities arising out of or resulting from the respective obligations pursuant to this contract. Group's insurance policy shall name the Hotel as an additional insured. Damage to the Hotel premises by the Group, its attendees or appointed contractors will be at the Group's responsibility. The Hotel is not responsible for any loss or damage no matter how caused, to any samples, displays, properties, or personal effects brought into the Hotel.

The Hotel shall indemnify, defend and hold harmless the Group and its officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by the Hotel's gross negligence in connection with the provision of services or the use of the Hotel facilities. The Hotel shall not have waived or be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such claims.

The Group shall indemnify, defend and hold harmless the Hotel and its officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by the Group's negligence and/or its members' negligence in connection with the use of the Hotel facilities. The Group shall not have waived or be deemed to have waived, by reason of this paragraph, any defense which it may have with respect to such claims.

Moreover, the hotel and group will each indemnify and hold harmless the other from any liability arising from violations of the Americans with Disabilities Act by the indemnifying party.

HOTEL POLICIES

Utilities: All electrical services and utilities, including phone, are contracted through the Hotel's Sales Department. Signage: All signs must be professionally printed and their placement and posting be pre-approved by the hotel. Nothing shall be posted, nailed, screwed or otherwise attached to walls, floors, or other parts of the building or furniture. Distribution of gummed stickers or labels is strictly prohibited. Other Provisions: Flammable substances and pyrotechnics are not allowed. Any damage to hotel as a result of any signs, banners or other items will be billed to Group.

MISCELLANEOUS PROVISIONS

This contract is made and to be performed in Beaumont, Texas, and shall be governed by and construed in accordance with Texas State law. By executing this agreement, **Dispute Resolution Center of Jefferson County** consents to the exercise of personal jurisdiction over it by the courts of the State of Texas. This contract is the entire agreement between the parties, superseding all prior proposals both oral and written, negotiations, representations, commitments and other communications between the parties, and may only be supplemented or changed in writing, signed by a representative of the group and the hotel's General Manager. No representative of the Hotel has been or is authorized to make any representation which varies from the express terms of this contract, though this contract may be supplemented or amended in writing. In the event of litigation arising from or associated with this contract, the parties agree that the prevailing party therein shall recover its attorneys' fees and costs incurred therein. Any legal action in connection with this agreement shall be brought or maintained only in the courts of the State of Texas, and only in Jefferson County

ACCEPTANCE

This contract shall be deemed accepted only after it has been signed by a representative of the group and thereafter signed by a representative of the hotel. The persons signing the agreement on behalf of Hotel and **Dispute Resolution Center of Jefferson County** each warrant that they are authorized to make agreements and to bind their principals to this agreement.

Acceptance may be made by facsimile, scan or email transmission and must be received back to the hotel by **Thursday, November 9, 2019** to confirm on a definite base. This contract may be executed in one or more counterparts, each of which when fill executed, shall be deemed to be an original, and all of which shall be deemed to be the same agreement.

By: Dispute Resolution Center of Jefferson County
Authorized representative:

By the Hotel's authorized representative:

Kara Hawthorn
Booking Contact

Rasheeda Daugherty
Catering Sales Manager

Date: _____

Date: _____



Banquet Event Order

Event Date: Tuesday, December 3, 2019

Account:	Dispute Resolution Center of Jefferson County-BPTWD	Contact:	Kara Hawthorn
Post As: Address:	Dispute Resolution Center of Jefferson County 215 Franklin Ste. 131A Beaumont, TX 77701 UNITED STATES	Phone: Email: Onsite Contact: Onsite Mobile:	(409) 835-8747 khawthorn@co.jefferson.tx.us
Payment Type: Food & Bev. Min: Tax Exempt:	\$ False	Catering Manager: Phone: Email:	Rasheeda Daugherty 409-842-7813 r.daugherty@esperantodev.com

Event Time	Room	Function	Setup	Exp	Gtd	Rental
8:00 AM - 12:00 PM	Galveston	Setup	Rounds of 10	90		\$.00
6:30 PM - 9:30 PM	Galveston	Dinner	Rounds of 10	90		\$.00

Setup	Menu
<p>Galveston </p> <p>8:00 AM</p> <p>Banquet Setup</p> <p>Ballroom will include: 72" Tables (Seats 10 per table) Banquet Chairs Floor Length Table Cloths - Black or White Overlays - Black, Blue, Red or White Cloth Napkins - Black, Blue, Red or White Center Pieces - Mirror Tile, Hurricane Globe & Candle in Center Specialty Tables - DJ Table, Cake Table, Sign-in Table, Head Table Set-up & Breakdown Full Service throughout your Event Professional Catering Team to help plan your perfect day</p>	<p>Galveston</p> <p>6:30 PM</p> <p>Chicken Marsala Plated Dinner <i>Serve Time: 6:30 PM to 9:30 PM</i></p> <p>Breaded Chicken Breast Sauteed and Topped with Marsala Wine, Onions & Mushrooms <i>All Plated Dinners Include a Garden Salad, Choice of Seasonal Vegetables & Starch, Roll & Butter, Choice of Dessert, Coffee, Tea & Water Service.</i></p> <p>Chocolate Cake Potatoes Au Gratin Southern Style Green Beans</p> <p>90 @ \$21.00 Per Person</p> <p>1 Mini Crab Cakes Served with a Cajun Creole Dipping Sauce @ \$255.00 Per 100 pieces</p> <p>1 Mini Cordon Bleu Bites Served with Chef's Special Dipping Sauce @ \$175.00 Per 100 pieces</p> <p>1 Cajun Stuffed Deviled Eggs Boiled eggs with spicy yolk filling @ \$155.00 Per 100 Pieces</p>
Audio Visual	
<p>Galveston </p> <p>8:00 AM</p> <p>1 Standing Podium with Wired Microphone @ \$.00 Each, Per Day 1 House Sound Patch House Sound Patch to connect to hotel speakers. @ \$.00 Each, Per Day</p>	
Miscellaneous	
	Beverage

GUARANTEE: Must be received by 12 Noon (3) day prior to your event. In the event we do not receive your guarantee, your EXPECTED contracted number becomes your guarantee.
 IMPORTANT: Above charges are subject to 22% service charge and 8.25% state sales tax. Service Charge is taxable.
 FUNCTION ROOM: We reserve the right to relocate your function to another room. Every effort will be made to notify you in advance.

Client Approval _____ Date _____

Holiday Inn Beaumont Plaza Approval _____ Date _____



Estimate of Charges

Account:	Dispute Resolution Center of Jefferson County-BPTWD	Event Date:	Tuesday, December 03, 2019
Post As:	Dispute Resolution Center of Jefferson County	Contact:	Kara Hawthorn
Address:	215 Franklin Ste. 131A Beaumont, TX 77701 UNITED STATES	Phone:	(409) 835-8747
		Email:	khawthorn@co.jefferson.tx.us
		Onsite Contact:	
		Onsite Mobile:	
Payment Type:		Catering Manager:	Rasheeda Daugherty
Master Account #:		Booked By:	Rasheeda Daugherty
Tax Exempt:	False	Event Date:	Tuesday, December 3, 2019

BEO #: 20999

Date	Time	Function	Room	Agr	Gtd
Tue, Dec 03	8:00 AM - 12:00 PM	Setup	Galveston	90	
Tue, Dec 03	6:30 PM - 9:30 PM	Dinner	Galveston	90	

AV & Other Items

Quantity	Item	Price	Amount
1	Standing Podium with Wired Microphone	\$0.00	\$0.00
1	House Sound Patch	\$0.00	\$0.00
Subtotal:			\$0.00
Service Charge:			\$0.00
Sales Tax 8.25%:			\$0.00
AV & Other Items Total:			\$0.00

Food

Quantity	Item	Price	Amount
1	Mini Crab Cakes	\$255.00	\$255.00
1	Mini Cordon Bleu Bites	\$175.00	\$175.00
1	Cajun Stuffed Deviled Eggs	\$155.00	\$155.00
90	Chicken Marsala Plated Dinner	\$21.00	\$1,890.00
Subtotal:			\$2,475.00
Service Charge:			\$544.50
Sales Tax 8.25%:			TAX EXEMPT
Food Total:			\$3,019.50

Check Subtotal	\$2,475.00
Total Service Charges	\$544.50
Total Taxes	TAX EXEMPT
Check Grand Total	\$3,019.50
Deposit Paid	\$0.00
Balance Due	\$3,019.50