

Sodexo Live! @ L&N Stadium
 2800 South Floyd Street
 Louisville, KY 40209
 Phone: 8126312363, Email: Lucas.james@sodexo.com

BANQUET CONTRACT 003800000710

Location	L&N Stadium	Catering Manager	Lucas James	Day and Date	Saturday, 10/14/2023
Organization	South Oldham County High School	Organization Telephone	502-222-9461	Contact	Collin Dean
Address	5901 Veterans Memorial Pkwy Crestwood, KY 40014 United States	Organization Fax	502-222-0558	Email	cmdean872005@gmail.com
City	Crestwood	Contact		Telephone	3173069582
State/Province	KY				
Zip/Postal Code	40014				

Day/Date	BEO #	Event	Function	GTD	Location	Total Estimate
Saturday, 10/14/2023	134024274	South Oldham High School Homecoming	School Dance		Angel's Envy Bourbon Club	\$18,420.60

This contract is due back by: 8/18/2023.

Subtotal Food:	\$9,400.00
Subtotal Beverage:	\$480.00
Subtotal Other:	\$5,850.00
Items Subtotal:	\$15,730.00
Service Charge:	\$2,690.60
TOTAL:	\$18,420.60
90% Deposit Due of \$16,578.54 by 8/25/2023	
Remaining Balance of \$1,842.06 by 10/14/2023	

Exclusivity

Service America Corporation d/b/a Sodexo Live! ("Sodexo Live!") maintains the exclusive right to provide all food and beverage in the L&N Stadium ("Facility"). Customer acknowledges that all food and beverages, including water, must be purchased from Sodexo Live!.

Deposit

- This contract is due back by: 8/18/2023.
- A 90% deposit will be due by 8/25/2023.
- The remaining balance will be due by 10/14/2023.

Customer hereby agrees that one hundred percent (100%) of the projected payment for the Event shall be paid at least fourteen (14) days prior the Event. Any deposit schedule that deviates from the above must be agreed to and confirmed in writing by Sodexo Live!'s catering salesperson.

To confirm these arrangements, please sign, date and return this banquet agreement (the "Agreement") with your deposit as indicated above. The deposit shall be credited toward the total payment for the Event; Deposits may be presented as checks, wire transfers, or money orders. The deposit will not bear interest. Notwithstanding anything to the contrary herein, Sodexo Live! shall not be required to provide any services hereunder, nor will Sodexo Live! be required to commence planning for the Event, unless and until Customer has returned a signed copy of this Agreement to Sodexo Live! and has complied with the deposit requirements.

Payment Method

Customer acknowledges that any requests that Customer receives from Sodexo Live! to change Sodexo Live!'s mailing address for check payments or to change the Sodexo Live!'s bank account for electronic wire or ACH payments will only be communicated to Customer in writing by a Sodexo Live! Authorized Officer (Chief Financial Officer or VP of Finance) on Sodexo

Live! letterhead. Prior to making any change to manner of payment, Customer agrees to and shall verify the validity of the request by contacting the Sodexo Live! Treasury directly via the following email address: Teagan.Prieto@Sodexo.com

Terms, Payment Schedule

Any additional amounts due to Sodexo Live! from the Customer will be based on the actual number of persons/items served and any on site services requested and approved during your Event. Onsite charges will be reconciled daily. Customer shall, within ten (10) business days from the invoice date, advise Sodexo Live! in writing of any discrepancies in the invoice so that Sodexo Live! may review and, if necessary, make any proper adjustments.

Sodexo Live! Services

Sodexo Live! shall cater and serve the menu or menus agreed upon by the parties at Customer's event or events at the Facility (collectively, the "Event") as described in any individual Banquet Event Order ("Event Order") executed in furtherance of this Agreement and made a part hereof. Sodexo Live! and Customer agree that Customer may authorize additional personnel to make Event Order decisions on behalf of Customer before and during the Event by informing Sodexo Live! of such in writing (each individual an "Authorized Signer"). To the extent Event Orders are created and signed hereafter by an Authorized Signer, they shall be deemed to be part of, and are hereby incorporated into, this Agreement.

Charges for Catering Services

Pricing

A good faith estimate of food and beverage prices will be provided six (6) months in advance of the Event's start date and will be confirmed at the signing of the Agreement. Due to fluctuating market prices and product availability, Sodexo Live! reserves the right to make reasonable product substitutions after consultation with Customer.

Guaranteed Attendance

Customer shall notify Sodexo Live!, not less than five (5) business days (excluding holidays and weekends) prior to the Event, the minimum number of persons that Customer guarantees will attend the Event (the "Guaranteed Attendance").

There may be applicable charges for Events with minimal attendance.

The Guaranteed Attendance shall not exceed the maximum capacity of the areas within the Facility in which the Event will be held.

Sodexo Live! will be prepared to serve three percent (3%) above the Guaranteed Attendance, up to a maximum of thirty (30) meals (the "Overage"). If this Overage is used, the Customer will pay for each additional person at the same price per person/per item, plus applicable service charges and sales tax.

If Customer fails to notify Sodexo Live! of the Guaranteed Attendance within the time required, (a) Sodexo Live! shall prepare for and provide services to persons attending the Event on the basis of the estimated attendance specified in the Event Orders, and (b) such estimated attendance shall be deemed to be the Guaranteed Attendance.

Should additional persons attend the event in excess of the total of the Guaranteed Attendance plus the Overage, Sodexo Live! will make reasonable efforts to accommodate such additional persons subject to product and staff availability. Customer shall pay for such additional persons and/or a la carte items at the same price per person or per item plus the applicable service charge and sales taxes.

Should the Guaranteed Attendance increase or decrease by twenty percent (20%) or more from the original contracted number of guests, an additional charge of twenty percent (20%) may apply per guaranteed guest, at Sodexo Live!'s discretion.

Per Person Charges/Per Items

If the Event Orders provided for reflect per person charges, Customer shall pay Sodexo Live! for every person served at each Event at the per person charge specified on the Event Orders provided. However, if the number of persons served at the Event is less than the Guaranteed Attendance, the Customer shall pay the per person charges based on the Guaranteed Attendance. Sodexo Live! reserves the right to count guests using a mutually agreed upon counting method for an Event which is billed on a per person basis. Should this guest count be less than the Guaranteed Attendance, the Customer shall pay the Guaranteed Attendance. If the Event Orders provided reflect per item charges, Customer shall pay Sodexo Live! for every item prepared for the Event at the per item charge specified on the Event Orders provided.

Service/Administrative Charges; Taxes; Additional Charges

Customer shall pay to Sodexo Live!:

A service charge shall apply to all food and beverage charges. Current sales taxes apply to all food, beverage, labor charges, equipment rentals and service charges, and are subject to applicable tax laws and regulations. The Service Charge is added to your bill for this catered event/function (or comparable service). A portion of the total amount of this Service Charge is a "House" or "Administrative Charge" which is used to defray the cost of set up, break down, service and other house expenses. The balance of the total amount of this Service Charge may be distributed to the Employees providing the service. It is not purported to be a gratuity and no part of it will be distributed as gratuities to any employees providing services to the guests.

If the Customer is an entity claiming exemption from any form of taxation in the State where the Facility is located, the Customer must deliver to Sodexo Live! satisfactory evidence of such exemption from such sales tax a minimum of thirty (30) days prior to the Event in order to be relieved of its obligation to pay such sales tax. Additional Services and Corresponding Fees

China Service: All food and beverage Events, are accompanied by high-grade and/or compostable disposable ware. If china is preferred, additional fees may apply:

Breakfast, Lunch, Receptions and Dinners: per person, per meal period.

Refreshment or Coffee Breaks: per person, per break.

Linen service: Sodexo Live! is pleased to offer in-house linen with our compliments. Additional linen fees will apply for specialty linens or linens required for meeting events.

Holiday Service: There will be an automatic additional labor fee for food and beverage service or preparatory days on the following Federal holidays: New Year's Eve and Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. At the time of booking the Event, Sodexo Live! will notify the Customer of the estimated labor fees based on information supplied by the Customer.

Delayed or Extended Service: On the day of your Event, if the agreed upon beginning or ending service time of your meal changes by 30 minutes or more, an additional labor charge may apply. Should your Event require extended pre or post service or stand by time, often necessitated by functions of 1,000 or more attendees, an additional labor charge may apply at

Sodexo Live! discretion.

Security: Customer acknowledges and agrees that Sodexo Live! shall have no responsibility to provide security for the Event. At the discretion of the Facility, in order to maintain adequate security measures, you may be required to provide security for certain events. Security personnel will be at the Customer's sole expense. Please consult with your Facility event manager for details.

Miscellaneous Provisions

Liquor Laws

Sodexo Live! and Customer shall comply with all applicable local and state liquor laws, and further agree that neither Customer nor any of the Customer's guests will provide or request Sodexo Live! to provide alcoholic beverages to any minors or to any persons who, in the opinion of Sodexo Live!, are intoxicated. Alcohol must be consumed in the designated areas. Sodexo Live! reserves the right to suspend or stop alcohol service during an Event.

Changes in Service

The dates and times of service specified on the Event Orders and the other terms and conditions of this Agreement may be changed only by a written addendum signed by both the Customer and Sodexo Live!. Any additional expenses arising from changes made at the Customer's request shall be paid by the Customer.

Force Majeure

If, for any reasons beyond its control, including strikes, labor disputes, accidents, government regulation or authority, pandemics, acts of war, acts of terrorism, or acts of God (each a "Force Majeure Event"), it becomes illegal or impossible for either party to perform its obligations hereunder, such nonperformance is excused and such party may terminate this Agreement without further liability of any nature. If a Force Majeure Event occurs within thirty (30) days of the Event date(s), Sodexo Live! shall refund to Customer any deposit held less its actual out-of-pocket expenses for specialty products and/or equipment acquired for the Event plus any associated labor costs actually incurred (collectively "Associated Costs").

Notwithstanding the preceding paragraph, the parties expressly agree that the novel coronavirus Covid-19 pandemic, ongoing as of the date of the execution of this agreement, is not a Force Majeure Event. If it becomes illegal, impossible, or impracticable for either Party to perform its obligation under this agreement due to government restrictions related to the novel coronavirus Covid-19, Sodexo Live! shall refund any deposit to Client, less Associated Costs, if any, plus ten percent (10%) of the estimated total value of this Agreement. For the avoidance of doubt, none of the following shall be deemed a Force Majeure Event (a) financial distress or the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, and (c) a Party's financial inability to perform its obligations hereunder.

Dispute Resolution

In the event of any conflict or dispute between the parties, Sodexo Live! and Customer shall each make a good faith attempt to resolve the matter promptly by negotiation between executives of each party who have the authority to do so.

Indemnification and Limitation of Liability

Customer shall indemnify, defend and hold harmless the Sodexo Live! and Sodexo Live! Facility client and their respective officers, directors, agents, subcontractors and employees and each of them, from and against any and all demands, claims, actions or liabilities of whatsoever kind and nature including judgments, interest and reasonable attorney's fees and other costs, fees, expenses and charges, arising out of or caused by negligence or willful misconduct of Customer, its guests or invitees in connection with the Event. In no event shall Customer be responsible for those liabilities resulting from the sole negligence of Sodexo Live!, its agents or employees. This section shall survive the termination or expiration of this Agreement.

In no event shall Sodexo Live! be liable to the Client for any liquidated, indirect, incidental, special, punitive or consequential damages, including lost profits or revenue, arising out of breach of any of its representations, warranties or agreements contained in this Agreement, whether or not such Client has been advised of the possibility of such damages, and whether any claim for recovery is based on theories of contract, negligence or tort (including strict liability).

Insurance

Upon request, Sodexo Live! shall provide a Certificate of Insurance to Customer if requested by Customer at least ten (10) business days prior to the Event. Sodexo Live! shall in no event increase its insurance coverage to an amount greater than its current coverage.

Cancelation Policy

Cancelation by Customer shall be in writing. If Customer cancels five (5) or fewer days prior to the Event, Customer shall be responsible for 100% of the total payment due hereunder. If Customer cancels between six (6) days and thirty (30) days prior to the Event, Customer shall be responsible for fifty percent (50%) of the total payment due hereunder and all amounts over and above this amount, if any, shall be refunded to Customer. If Customer cancels between thirty-one (31) days and sixty (60) days shall be responsible for twenty-five percent (25%) of the total payment due hereunder and all amounts over and about this amount, if any shall be refunded to Customer. If Customer cancels the Event outside of sixty (60) days, Customer shall be responsible for (i) any specialty items or perishable items that have been purchased or ordered by Sodexo Live! for the Event; (ii) any services that have been purchased or ordered by Sodexo Live! for the Event; (iii) any equipment that has been rented by Sodexo Live! for the Event; and/or; (iv) a reasonable administrative fee calculated to compensate Sodexo Live! for its expense leading up to the Event.

Meetings

Customer and Sodexo Live! shall each designate a representative to meet as follows:

No later than five (5) business days before the start of the Event(s) to review final Event Orders, final guarantees, and any other necessary changes or arrangements. Events over 1,000 guests will require additional time to order product(s).

Daily, during the show to review the previous day's services, verify charges, and discuss upcoming services.

Within twenty-four (24) hours after the conclusion of the Event, to review and discuss all services provided at the Event and final charges.

Authority

The person signing this Agreement on behalf of the Customer represents and warrants that he/she has full authority to legally bind the Customer on the date signing this Agreement, and the person signing the Agreement shall be jointly and severally liable for all amounts payable under this Agreement if such representation and warranty is untrue. Each person signing this Agreement represents and warrants that their execution and delivery of this Agreement does not require the consent or approval of any other person, entity or governmental agency or

authority.

Assignment

Customer may not assign this Agreement or any of the Customer's rights hereunder without the prior written consent of Sodexo Live!.

Binding Effect

This Agreement shall be binding upon the parties hereto, and their respective permitted successors and assigns.

Integration

This Agreement states the entire agreement of the parties regarding the matters described herein and supersedes all previous agreements, oral or written.

Notices

All notices required under this Agreement and the Event Orders shall be given in writing and addressed as shown on the first page of this Agreement.

Waiver

The failure of either party to exercise any right or remedy under this Agreement on one or more occasions shall not constitute a waiver, express or implied, of such right or remedy, then or in the future, or otherwise constitute a precedent for any future conduct, actions, or inaction unless specifically stated in writing signed by the waiving party.

Relationship of Parties

Sodexo Live! is an independent contractor. Nothing herein shall be construed to create a partnership, joint venture, agency or employment relationship between the parties.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky, without giving effect to its conflicts of law rules.

Counterparts

This Agreement may be executed in one or more counterparts and each such counterparts, for all purposes, shall be deemed to be an original, but all of such counterparts together shall constitute one and the same instrument, binding upon the parties, notwithstanding that all of the parties may not have executed the same counterpart.

Modification

No modification of any of the terms or conditions of this Agreement shall be effective unless such modification is expressed in writing and signed by the party against whom enforcement of such modification is sought.

Payment Method

Customer acknowledges that any requests that Customer receives from Sodexo Live! to change Sodexo Live!'s mailing address for check payments or to change the Sodexo Live!'s bank account for electronic wire or ACH payments will only be communicated to Customer in writing by a Sodexo Live! Authorized Officer (Chief Financial Officer or VP of Finance) on Sodexo Live! letterhead. Prior to making any change to manner of payment, Customer agrees to and shall verify the validity of the request by contacting the Sodexo Live! Treasury directly via the following email address: Teagan.Prieto@Sodexo.com

IN WITNESS WHEREOF, Customer and Sodexo Live! have executed this Agreement.

Approved by:

Lucas James

Sodexo Live!

8/10/2023

Agreed to by:

Customer Signature

Print Name and Title

(date)

I authorize Sodexo Live! to charge my credit card for the above services:

Amount: \$ _____

Name on Card: _____

Card Type (circle one): VISA Master Card Discover American Express

Ending in (Last 4): _____

Signature: _____

This card is authorized for any remaining balance from on-site services or additions:

Customer's Initials: _____

(If the desired card is not already on file with us, please contact us at 8126312363 so we may add it to your account, or visit our online ordering site cardinalstadium.ezplanit.com to update your credit card information)

Sodexo Live! @ L&N Stadium
 2800 South Floyd Street
 Louisville, KY 40209
 Phone: 8126312363, Email: Lucas.james@sodexo.com

BANQUET EVENT ORDER

134024274

Event	South Oldham High School Homecoming	Catering Manager	Lucas James	Date	Saturday, 10/14/2023
Function	School Dance	Event Manager	Collin Dean	Location	Angel's Envy Bourbon Club
Company	South Oldham County High School	Service Type	Snack	Start Time	7:00 PM
Contact	Collin Dean	Serviceware	Disposable	End Time	11:00 PM
		Napkin	Disposable	Estimated PP	800
		Linen	Black - White Napkin in Center	BEO Stage	Preliminary
		Bar Service	None		

Food			
QTY	Item	Price	Total
Serve from 7:00 PM to 11:00 PM			
800	Preferred Popcorn	\$4.00 / person	\$3,200.00
800	House-Made Kettle Chips ad Ranch Dip House fried thick and hearty potato chips served with Hartwell's Ranch Dip	\$5.00 / person	\$4,000.00
800	Assorted Gourmet Cookie Gourmet cookies from Desserts by Helen	\$2.75 / person	\$2,200.00

Beverage			
QTY	Item	Price	Total
Serve from 7:00 PM to 11:00 PM			
32	Water Station	\$15.00 / per 25 guests	\$480.00

Other			
QTY	Item	Price	Total
Serve from 7:00 PM to 11:00 PM			
1	Angel's Envy Bourbon Club Room Rental Selections: • (1) Weekend Rental - Friday - Saturday @ \$3,500.00 / ea.	\$3,500.00 / ea.	\$3,500.00
1	Club Setup and Strike Selections: • (1) Angels Envy Bourbon Club @ \$1,000.00 / ea.	\$1,000.00 / ea.	\$1,000.00

Other			
QTY	Item	Price	Total
	Includes the set-up, strike, and cleaning of club space as well as all in-house AV, table, chair, and linen rentals		
6	Catering Attendant	\$150.00 / attendant	\$900.00
15	CSC Security	\$30.00 / hour	\$450.00

Guarantee food and beverage policies:

Guarantee figures and changes must be given before 10/11/2023 or the event date or the number of guests contracted will be considered the guarantee.

A good faith estimate of Food and Beverage prices will be provided six (6) months in advance of the event's start date and will be confirmed at the signing of the contract. Due to fluctuating market prices, however, we reserve the right to make product substitutions based on specific commodity price increases.

Subtotal Food:	\$9,400.00
Subtotal Beverage:	\$480.00
Subtotal Other:	\$5,850.00
Items Subtotal:	\$15,730.00
22% Service Charge:	\$2,690.60
Subtotal with Service Charge:	\$18,420.60
TOTAL:	\$18,420.60
TOTAL DUE:	\$18,420.60

Signature of Approval: _____ Date: _____

Please Print Name: _____

