

**REGENT UNIVERSITY
CATERING AGREEMENT**

This Agreement is made and entered into as of _____, by and between **Regent University** (hereinafter referred to as "Regent") and _____ (hereinafter referred to as "Group"). Group agrees that the terms of this Agreement are based upon the information provided below by the Group. In the event that the information provided by Group materially changes or is incorrect, then this Agreement may be terminated pursuant to the Section entitled "Cancellation/Modification."

DESCRIPTION OF THE EVENT

Group:
Contact:
Phone:
Fax:
Email:
Address:

Event:
Date:
Regent Contact:
Phone:
Email:

CATERING MENU

Anticipated Group Size/Meal Count: _____

Add menu options here.

Special Instructions:

PROGRAM AND FUNCTION SPACE REQUIREMENT

Date	Start Time	End Time	Function	Setup	Function Space

Access to Regent Ordinary's dining area(s) will be provided by the Regent Ordinary staff or the CBN/ Regent University Police Department. Access to other Regent University facilities will be coordinated between the Office of Administrative Services and the CBN/ Regent University Police Department.

ADDITIONAL TERMS

Additional terms, if any, are set forth on Exhibit A, attached hereto and incorporated by reference herein.

EVENT PRICING

Per the agreement with the University, the event price is a food and beverage minimum of \$_____, plus 11.5% sales tax on food and 5% sales tax on other goods and services.

MINIMUM GUARANTEE CLAUSE

A final guarantee of attendance is required by Noon three (3) business days prior to your function. The contracted number of attendees is not subject to reduction. Your final bill will be based on the contracted number of attendees or the actual attendance, whichever is greater.

CANCELLATION CLAUSE

If the function is canceled by the Group within seven days (7) days of the function date for reasons other than acts of God, war, government regulation, civil disorders or other emergencies beyond the control of either party, the Group will pay Regent a cancellation fee of 50% of the contracted amount, which Regent considers lost revenue.

“Lost Revenue” is defined as the contracted number of attendees, multiplied by the charge per attendee, plus the cost of room rental and all incidental charges that would have been incurred. Because Regent has foregone the opportunity to serve other groups, the damages sustained by Regent as a result of the cancellation are impossible to ascertain. Therefore, the cancellation charge is deemed to be liquidated damages, and not a penalty.

PAYMENT

A 25% deposit of the anticipated food charges in the amount of \$_____ is due on _____. The Group agrees to pay Regent the Catered Event balance in the amount of \$_____, payable on _____. Payment will be in the form of a credit card (Master Card, Visa or Discover) or a check or money order made payable to Regent University and remitted to the Regent Ordinary, as payment for the Catered Event. In addition, a separate payment in the amount of \$_____ will be charged and collected on _____ to cover facility use charges.

MISCELLANEOUS

SIGNS AND DISPLAYS / USE OF REGENT NAME: The Group shall not display signs in Regent nor use the name/logo of the Regent in any promotional brochures or ads without prior approval of Regent. It is further agreed that any sign, banner or display used by Group will be hung by Regent and will incur a fee for hanging. Any damages caused to the walls, fixtures or carpet will be billed to Group.

NOISE ABATEMENT: The Group further agrees to comply with all property standards and must not significantly distract or offend any other Regent activity. These standards include, but are not limited to, reasonable noise levels, appropriate visual displays and appropriate attendee attire. Unreasonable noise is defined as the creation of excessive and/or disproportionately loud or distracting sound of such character to annoy or disturb a reasonable guest of normal sensitivities of Regent. Inappropriate displays are defined as anything that has not been approved by a member of Regent’s management staff. Inappropriate attire is defined as attire not in keeping with the Regent setting or which creates an unsafe or unsanitary environment. Non-compliance with standards listed above may result in the possible removal of persons associated with the disturbance from the property or the termination of the event. Furthermore, continued or repeated failure to comply with any of the above standards may result in removal of such persons causing the disruption and/or items with the continued requirement of full payment of Group’s contractual obligation. The determination of non-compliance and resulting action is at the sole discretion of Regent.

SECURITY: Regent may, in its sole discretion, request Group to take certain security measures in order to maintain security in light of the size or nature of the function. Such security measures may include the requirement to hire sufficient security personnel from a reputable agency that is approved by Regent prior to the function.

OTHER: Group further agrees that neither Group's employees, agents, contractors, nor any Group guest will introduce any alcoholic beverages, tobacco products, or illegal drugs onto the premises or into/onto any other property or facility belonging to Regent. The Group agrees that absolutely no candles, glitter, or confetti will be allowed or used.

GENERAL PROVISIONS

INSURANCE: Property of Group is the sole responsibility of the Group and/or its owner. The Group agrees that it has procured sufficient insurance to cover the loss of such property. Group hereby waives any claims under Regent's insurance policy for the loss of Group's property or the property of any of its attendees or invitees. In addition, depending on the Group's status (corporation, private company, etc.), Regent may require Group to provide a certificate of insurance, which includes Workers Compensation insurance sufficient to cover all employees, and Comprehensive Liability insurance and property damage insurance of no less than \$1,000,000 each occurrence/\$2,000,000 aggregate for bodily injury and property damage.

DAMAGE CLAUSE: In the unlikely event that damage to any Regent property occurs as a result of any guest related to the Group, the Group agrees to assume all liability and expense and agrees that, in addition to any other rights as against such guest or others, Regent may charge the Group for all such charges. Group shall indemnify, defend and hold harmless Regent and its officers, directors, partners, affiliates, members and employees from and against all demands, claims, damages to persons and/or property, losses and liabilities, including reasonable attorney fees (collectively "Claims") arising out of or caused by the Group's negligence or intentional misconduct. The Group shall not have waived or be deemed to have waived, by reason of this paragraph, any defense that it may have with respect to such claims.

GROUP'S PROPERTY: The Group agrees and acknowledges that Regent will not be responsible for the safe-keeping of equipment, supplies, written material or other valuable items left in function rooms or anywhere on Regent property. Accordingly, Group agrees that it will be responsible to provide security for any such aforementioned items and hereby assumes responsibility for loss thereof. The Group may not rely on any verbal or written assurances provided by Regent staff, other than as provided in this Agreement.

FORCE MAJEURE: The performance of this Agreement is subject to any circumstances making it illegal or impossible to provide or use Regent facilities, including Acts of God, war, government regulations, disaster, strikes, civil disorder or curtailment of transportation facilities. This Agreement may be terminated for any one of the above reasons by written notice from Regent.

DISPUTE RESOLUTION: Regent and Group agree to use their best efforts to resolve any disputes under this Agreement through informal means. In the unlikely event that formal action must be taken, this Agreement will be interpreted in accordance with the laws of the Commonwealth of Virginia and the exclusive venue for any dispute arising out of this Agreement shall be in courts of the Commonwealth of Virginia sitting in Virginia Beach, Virginia. The prevailing party to any litigation shall be entitled to recover, in addition to damages, all legal costs and reasonable attorney fees as fixed by the court, both at the trial and appellate levels, and in any bankruptcy case and post judgment proceedings.

To the extent allowed by law, the parties hereto hereby waive the right to a jury trial in any action or proceeding regarding this Agreement.

ENTIRE AGREEMENT: This Agreement and any Exhibits hereto constitute the entire agreement between the parties and supercede any previous communications, representations, or agreements, whether written or

oral. Any changes to this Agreement must be made in writing and signed by an authorized representative of each party.

MISCELLANEOUS: The persons signing this Agreement for Regent and the Group each warrant that they are authorized to bind Regent and the Group, respectively. Any provision of this Agreement that is deemed unenforceable shall be ineffective to the extent of such unenforceability without invalidating or rendering the remainder of this Agreement invalid. Each party shall execute such other and further documents as may be necessary to carry out the intention as well as to comply with the provisions of this Agreement.

NO ASSIGNMENT: The Group may not assign or transfer this Agreement or any part thereof without the written consent of Regent. Any attempted assignment or transfer by the Group without such consent may, at the option of Regent, be deemed to be a cancellation of this Agreement by Group, in which case Group shall remain liable for all cancellation charges set forth herein.

RIGHT OF REGENT TO TERMINATE: If any information provided by the Group to Regent regarding the Group's financial status, its activities, purpose, or other material information about Group changes or is incorrect, Regent reserves the right to terminate this Agreement in whole or part and Group will be liable for all payments due pursuant to cancellation paragraph above.

RIGHT OF INSPECTION/ENTRY: Regent will have the right to enter and inspect all functions. If Regent observes any illegal activity or activity that may result in harm to persons or objects, Regent has the right to immediately cancel the event, in which case all of the Group's guests and invitees must immediately vacate the meeting room premises. In such event, the Group will remain liable for all fees and charges related to the function pursuant to the terms of this Agreement.

ARRIVAL/DEPARTURE: The Group agrees to begin its program on the scheduled date and time and agrees to vacate the designated space at the closing date and time indicated. Group further agrees to reimburse Regent for any overtime wage payments or other expenses incurred by Regent because of Group's failure to comply with these Agreements. The Group will conduct its program in an orderly manner and in compliance with posted rules of Regent and with all applicable laws, ordinances and regulations.

PARKING: Group acknowledges that they should park in the Communication and Performing Arts parking lot when their catered event is conducted on Monday – Friday between 8 AM and 5 PM. Parking may be available across from the Student Center in CBN's Studio Parking lot area for catered events taking place Monday – Friday after 5 PM and anytime on weekends.

ACCEPTANCE OF CONTRACT

The rooms and program space requirements indicated above will be held for your event on a tentative basis until _____. Please return this agreement, signed by you (keeping a copy for your file), on or before the above date in order to confirm your booking. In the event that this Agreement are not returned by the above date, Regent reserves the right to release or adjust all rooms and catering food and beverage space reserved for you.

By signing below, you acknowledge that you have read and considered this Agreement and attachments, if any. You further acknowledge and agree to be bound by these Terms and Conditions. Any changes to this Agreement must be signed by both parties.

IN WITNESS WHEREOF, Regent and Group have executed this Agreement in a manner and form sufficient to bind them as of the date and year set forth on page one of this Agreement:

Regent University

Group

By: _____

Director of Food Services

Date _____

Authorized Signature

Date _____

Read and Agreed:

Regent University

Guest

By: _____

Date: _____

Date: _____