

SAVOR...

Food & Beverage Policies/Contract

SAVOR...Concord Catering by SMG is the exclusive Food & Beverage provider for the Cabarrus Arena & Events Center. No food and/or beverage of any kind will be permitted to be brought into the facility by the patron, patron's guests or invitees without prior written approval of the Food & Beverage Manager. Food & Beverage items may not be taken off the premises; however, excess prepared food and/or beverage is donated under regulated conditions to agencies feeding the underprivileged at SAVOR...Catering by SMG's sole discretion.

Tradeshow, Vendors, Exhibition Spaces

Sampling and/or distribution of food or beverage by any exhibitor or vendor must be approved by the Food & Beverage Manager two weeks (10 business days) prior to any function (must complete authorization request provided by the food & beverage department). SMG reserves the right to adjust, waive or modify exclusivity of these policies related to move-in and move-out of the facility for tradeshow, consumer or related events.

Guarantees

The Guaranteed number of attendance is required 5 business days prior to the date of the function (***a business day is defined Monday-Friday before 12 noon EST***). If the guarantee is not received as stated, the number specified on the BEO (Estimate Number) will be your guarantee. The guarantee is not subject to reduction after the 5-day deadline. Increases in attendance given after the final guarantee deadline will be subject to additional charges (\$25.00 per guest) based upon availability of product and labor; however, the Food & Beverage Department will not be responsible or liable for servicing these additional guests. The Food & Beverage Department will prepare food product for functions 5% over the guarantee to a maximum of 30 people. Additional seating will only be placed if needed.

Alcoholic Beverage Service

We offer a complete selection of beverages to complement your function. The North Carolina Alcohol and Beverage Commission regulates alcohol beverage service. As the licensee, we are responsible for the administration of these regulations. Alcoholic beverages may not be brought onto the premises. In compliance with ABC/ALE regulations, we reserve the right to ask patrons for proper identification for alcoholic beverage services and the right to refuse alcohol service to intoxicated or underage persons. Cabarrus Arena & Events Center employees must dispense all Alcoholic Beverages. Alcoholic beverages may not be removed from the premises. The client is responsible for general sobriety and conduct of its guest and the bar must close one hour before your end time. Any alcohol charges incurred during the event must be settled the night of the event. There will be a bartender fee of \$100 per 100 guests and is rounded up to the next 25 guests (i.e. 142 would be 150).

Menus

The following menus are designed as ***guidelines*** to assist you in the selection of your food and beverage services. Please note that your Food & Beverage Manager welcomes the opportunity to customize menus and services to create specialty or thematic events. All Food & Beverage service(s) are schedule for 1.5 hours unless otherwise noted; however they may be extended at an additional charge.

Pricing

A 19% service charge will be applied to all food, beverage and related services. A 6.75% sales tax will be applied to all food, non-alcoholic beverages, labor, service charges, rental equipment and floral arrangements. Any catering for fewer than 35 guests will incur a \$125 setup fee.

*Due to fluctuating Food & Beverage prices, menu prices may change unless arrangements and selections are confirmed by a signed Banquet Event Order (BEO) and Food & Beverage Contract.
All events that require Food & Beverage are subject to Service Charge & Tax*

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Labor

Catering personnel are scheduled in four-hour shifts for each meal period. These shifts include set-up, service and breakdown. Events requiring additional time for service will incur a charge of \$17.50 per server per hour.

Holiday Business

Due to the demand of catering services during the holiday season, our contract policy is modified for this special time of year. Your Food & Beverage Manager will discuss contract and policies for the holiday season.

Contracts

If you are planning to include Food & Beverage with your event, you will need to complete a lease agreement/contract with the Sales Department to hold your space in the facility. In addition, you will need to sign our Catering policies/contract along with the Banquet Event Order (BEO). This will need to be turned into the Food & Beverage department 10 business days prior to your event date. The BEO is your menu order and must be signed along with the Catering Policies and received by our Food & Beverage Department no less than 10 business days prior to your event date. The Lease Contract, Catering Policies and BEO signed by both parties, with its stated terms and deposit, constitute the entire agreement between the client and Savor...Catering by SMG. The Cabarrus Arena & Events Center reserves the right to determine areas where food and beverage services are located.

Payment

50% of the estimated charges are due 10 business days prior to your event date along with a signed Food & Beverage contract and banquet event order. 100% of estimated charges are due 5 business days prior to your event date to guarantee services. Any increases in final guarantee (above 5%) are due and payable prior to the start of services. Any on-site adjustments, additions or replenishments of the contracted catering services will be reflected in a final invoice, payable within 10 business days of receipt. The Food & Beverage Department does not extend direct billing. As such, a guarantee payment is required for all functions. You may finalize your account by Company Check, Cashier's Check, Visa, MasterCard, American Express or Cash. The Event Services Department will process/pre-approve your credit card for any estimated balance due 5 business days prior to your function date.

Cancellation Policy

Cancellation of contracted Food & Beverage services must be made in writing a minimum of four weeks prior to the scheduled function. If the event is cancelled less than fourteen days but more than seventy-two hours (3 business days) prior to the event, a fee of 75% of the total estimated services will be charged. Any event cancelled less than 72 hours (3 business days) prior to the event will incur 100% of the estimated charges. This policy does not amend or effect any applicable space contract provisions.

Facility Services

Round table seating of eight will be provided unless otherwise specified. Seating diagrams with numbered tables are available upon request. All prices quoted include disposable service and white linen. Glassware, china and flatware are available in the Cabarrus Rooms. For banquets, exceeding 300 guests, additional rental charges will apply. Requests for China/Glassware service in Gold Hall 1 and/or Gold Hall 2, Event Center A and/or B, or the Arena will incur additional charges.

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Special Requests and Rentals

For Catering functions, we provide white tablecloths & napkins on a complimentary basis. Additional colors, fabric, floor-length linens, chair covers, and sashes are available at additional costs. Please note that these items need to be ordered 10 business days prior to your event date. Once ordered, amounts requested cannot be reduced even if your guaranteed number of guests is lower than the amount(s) ordered. Increasing amounts will be subject to availability and will incur additional charges.

Additional Linen

All tables where food and/or beverage are served or displayed will have full linen at no additional cost to the client. Only the area(s) not pertaining to food/beverage service will be charged additional fees. Examples of these areas include registration, vendor booths, DJ, photography, etc. Events that do not serve food items (such as dances, fashion shows, trade shows, graduations, etc.) will also be charged for table linen plus tax, service charge, and labor.

Decorations and Floral

Your Food & Beverage Manager is available to assist you with fresh floral arrangements, thematic decorations and specialty linens to enhance your event. The following decorations are prohibited by Cabarrus Arena & Events Center: freestanding candles, pyrotechnics, confetti, rice, sand, marbles, glitter, rose petals, and helium balloons. There is a Food & Beverage charge of \$10 (plus tax and service charge) per table for the clean up of each table that will be added into the final event settlement for the use of the prohibited items.

Outside Vendors

Deliveries of decorations, props, equipment, and rental items must be scheduled with Cabarrus Arena & Events Centers Event Coordinator at least 10 business days prior to the event. All props, equipment, and rentals will be admitted into Cabarrus Arena & Events Center only on the day of the event and after all day visitors have left the facility. Due to the delicate tile flooring, all props, equipment, and rentals must be carried or rolled in on dollies with rubber wheels. All table and metal chair legs must have rubber tips.

Miscellaneous

SMG Food & Beverage L.L.C. shall not be held responsible for any losses resulting from non-fulfillment of any terms or provisions of this agreement if SMG Food & Beverage shall be delayed or prevented from performing in whole or in part because of war, riot, strike, flood or by any other act or occurrence not within the control of SMG Food & Beverage L.L.C.

Entire Agreement

This document contains the complete and exclusive agreement between the parties, and it is intended to be a final expression of their agreement. No promise, representation, warranty or covenant not included in this document has been or is relied upon by any party. Each party had relied upon its own examination of the full warranties, representations, and covenants expressly contained in the Agreement itself. No modifications or amendments of this Agreement shall be of any force or effect unless in writing executed by both parties hereto.

Accepted & Agreed, Client Signature

Barry Klapish, Food & Beverage Manager

Date

Date

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