



Food Service Contract

This contract for food service between College Fresh, Inc.® and the Delta Kappa Chapter of Zeta Tau Alpha (Client) at Louisiana State University, located at 4010 W. Lakeshore Drive, Baton Rouge, LA 70808, provides as follows;

Meal Service for 2022-23 Academic Year

Fall & Spring Semester Pricing:

Food and Beverages:

54 live-in members @ \$627.50/member/semester (Full plan)	\$ 33,885.00
225 live-out members @ \$112.50/member/semester (Lunch plan)	25,312.50
5 live-out members @ \$125.00/member/semester (Dinner plan)	625.00
<u>200 live-out members @ \$52.50/member/semester (Chapter Dinner)</u>	<u>10,500.00</u>
Subtotal:	70,322.50
Sales Tax (10%)*	<u>7,032.25</u>

**Subject to state and local tax jurisdiction changes*

Subtotal Food and Beverages: **\$ 77,354.75**

Preparation and Service:

54 live-in members @ \$627.50/member/semester (Full plan)	\$ 33,885.00
225 live-out members @ \$150.00/member/semester (Lunch plan)	25,312.50
5 live-out members @ \$125.00/member/semester (Dinner plan)	625.00
<u>200 live-out members @ \$52.50/member/semester (Chapter Dinner)</u>	<u>10,500.00</u>
Subtotal:	70,322.50
Sales Tax (NA%)*	<u>N/A</u>

**Subject to state and local tax jurisdiction changes*

Subtotal Preparation and Service: **\$ 70,322.50**

Grand Total Per Semester **\$147,677.25**

Due and payable is four (4) installments of \$36,919.31 each semester

Client acknowledges that food cost expenses are subject to large price swings and the supply of certain food products have experienced certain shortages. The prices specified above are subject to renegotiation based on documented increases in meal preparation expenses, including but not limited to documented increases in food costs. Any renegotiated increase in costs shall be based on College Fresh expenses for the same products based on a twelve-month average. College Fresh shall use its best efforts to notify client of documented expenses or supply shortages and shall use its best efforts to modify the food menu to reduce the impact of the increased costs and supply shortages. The parties agree that Client shall not be responsible for increased expenses unless such documented increases evidence an increase in costs of at least 10 percent, and only after renegotiation with College Fresh. Invoices for increased costs shall be submitted monthly with documentation of increased costs and payment for any increased costs shall be paid within thirty (30) days of invoice.

Number of members on contract are subject to change with written agreement made between the Client and College Fresh. Any change in numbers may require renegotiation of the contract.

Additional meals will be charged at \$7.30 per meal. Pricing for special menus may vary from this regular service meal price and needs to be negotiated in advance. Credit for cancelled meals will be applied only to special events/catering, such as Recruitment, Parent's Weekend and Homecoming. All special events

will be coordinated by Client liaison and College Fresh chef or manager in writing. Any additional charges not covered by cancellation of meals will need approval from house director or liaison well in advance of event. All payments for special events (with the exception of optional tips/gratuities) should be made directly to College Fresh unless arranged in advance with management.

Meal service to include:

- Hot Breakfast: Monday through Friday for 54 live-in members on Full Plan
- Lunch: Monday through Friday to include 54 live-in and 225 live-out members on Lunch Plan
- Dinner: Monday through Thursday to include 54 live-in and 5 live-out members on Dinner Plan
- Chapter Dinner: To include 54 live-in members and 200 live-out members
- Snacks: \$200.00 per week for live-in members included in pricing
- Disposable products: \$2,500.00 per semester included in pricing
- A full salad bar will be available at every meal, if allowed. If not allowed, a composed salad will be available at every meal.
- One (1) philanthropic event, to include food and labor, will be provided by College Fresh
- One (1) meal during Greek Week will be donated by College Fresh
- Reasonable amounts of non-fountain beverages (e.g., iced tea, lemonade). Any requested premium specialty, or variety beverages, including soda, will be billed back accordingly.
- All dishwashing and kitchen and dining room clean-up after every meal

College Fresh is responsible for chef training/certification of staff in food preparation that meets all current public health regulations. The Client is responsible for adhering to all public health guidelines and regulations regarding maintenance of facility and equipment. Failure to do so may result in temporary suspension of food service or cancellation of contract.

Service provided by College Fresh includes:

- Purchase and cost of all food and beverage for meals and services referenced above
- All labor costs, including chefs and related costs
- College Fresh assumes liability for its employees
- Cleaning of kitchen and food preparation equipment
- All dishwashing and kitchen and dining room clean-up after every meal
- Purchase of non-food items, up to \$2,500.00 per semester, including disposable products, cleaning supplies, etc.

The Client is responsible for and/or may be billed additionally for:

- Designation of a kitchen liaison, who will coordinate with chef regarding all aspects of kitchen operations, including menus, special functions, issues, requests and concerns
- Kitchen equipment, silverware, plates, and any other necessary non-food items
- All applicable health licenses and permits
- One (1) parking spaces for College Fresh Chef and Team

Client hereby acknowledges that all employees of College Fresh who perform work for the Client under this agreement are in fact employees of College Fresh.

Client, including its members, corporation board, and any affiliated parties, agrees that during the term of this agreement and until one calendar year after the end of the academic year in which this agreement is terminated, neither the Client nor any of its members, corporation board, or affiliated parties, including any companies and business entities which contract with the Client to provide any food management services, will hire or contract with any person who is employed by College Fresh at any fraternity or sorority, at any time during the last two academic years. If the Client breaches any obligation contained in this paragraph, the Client shall be liable to and shall pay College Fresh, on demand, damages in the sum of \$25,000 for each employee with respect to whom such breach shall occur, it being mutually agreed that the actual damages which would be sustained by College Fresh as the result of any such breach would be, from the nature of the case, impractical or extremely difficult to fix, and the aforesaid liquidated damage amount is fair and reasonable.

Regular meal service is for the period from August 22, 2022, through December 10, 2022, for the Fall semester; and, from January 17, 2023, through May 13, 2023, for the Spring semester. The regular meal schedule is subject to any changes made to the University's Academic Calendar. Food service is exclusive of the following Louisiana State University holidays and breaks:

Labor Day: September 5, 2022
Fall Holiday: October 13-14, 2022
Thanksgiving Holiday: November 23-25, 2022
Mardi Gras: February 20-22, 2022
Spring Break: March 13-17, 2023
Good Friday Holiday: April 7, 2023

Payments will be due and payable in four (4) monthly installments each semester, as per the following schedule:

Fall Semester:	August 15	September 15	October 15	November 15
Spring Semester:	January 5	February 1	March 1	April 1

If payment is not received by College Fresh in a timely manner, food service may be suspended until payment is received. Billings for extra meals and services will be made on a monthly basis and with the final semester charges in December and May.

College Fresh and/or Client shall not be liable or responsible for any damages, nor be deemed to have breached this Contract, for any failure or delay in performing under this Contract, when and to the extent the failure or delay is caused by acts beyond College Fresh's and/or Client's reasonable control. These acts include, but are not limited to: (a) acts of God; (b) natural disaster; (c) public health emergency (including epidemic or pandemic); (d) war, terrorist threats or acts, riots, lockdowns or other civil unrest; (e) government order, declaration, law or restriction; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns; (h) shortage of adequate power; or, (i) any other events or circumstances not within College Fresh's and/or Client/s reasonable control, whether similar or dissimilar to any of the foregoing. If any of these acts occur, then the affected party will provide the unaffected party with written notice as soon as practicably possible of the affected party's delay or inability to perform under the Contract. Further, as soon as practicably possible, the affected party will send written notice to the unaffected party when the affected party will be able to resume performance under the Contract.

Either party may cancel this Contract with 30-days prior written notice. However, if the Client cancels the contract after the Effective Date, Client remains responsible for paying either the full 30-day invoice if food service continues per contract language or two (2) weeks full payment of the invoice for those 30 days, with no actual services provided, unless otherwise agreed to in writing by both parties.

This contract shall be governed by and interpreted according to the laws of the State of Illinois without reference to principles of conflicts of laws. Any action brought in connection with this contract shall be brought and litigated in the federal or state courts located in Champaign County, Illinois, and the parties each hereby consent to jurisdiction in the State of Illinois and venue in any Federal or State court in Champaign County, Illinois, for any action brought in connection with this contract; the parties each hereby waive any and all rights to contest such jurisdiction and venue.

A party's failure to enforce any provision of this contract shall not be interpreted as a waiver of such provision or a waiver of the right of the party thereafter to enforce it. If any party initiates legal proceedings to enforce this contract or to recover damages on account of a breach thereof, the prevailing party shall be entitled to recover from the breaching party its reasonable attorney fees and costs.

Accepted by:

Date: April 11, 2022

Zeta Tau Alpha
Delta Kappa Chapter



(Authorized Signature)

College Fresh, Inc.®



Jack C. Dawson
President

Name: **Hannah Orff**

Title: **President**

Email Billing Address: