NOTRE DAME
HOSPITALITY

Events & Catering Terms and Conditions

This document outlines the terms by which Notre Dame Hospitality will provide event space (the "Venue") and related services to Group. Attendees at the above outlined event will be referred to as "Guests."

Booking:
All food, beverage, floorplans, expected attendance, and audio-visual arrangements must be confirmed 21 days prior to the event date. Venue is being held only between the hours indicated above.

Catering Food & Beverage Minimum:
Based on the approximate number of Guests, a minimum in food and beverage revenue is required in connection with the Event. The number of catered food and beverage functions and the attendance figures for such functions have been taken into consideration in establishing and providing Group competitive rates for this Event. Therefore, in the event that the minimum set forth above is not reached, Group shall pay Notre Dame Hospitality the difference between the amount actually spent and the minimum above. This amount will be due and payable to Notre Dame Hospitality seven (7) business days prior to the Event, or in the event of a cancellation, due and payable at the time of cancellation.

This minimum does not include hotel room service, restaurant and bar usage not included as part of the Event, service fees (currently 20%), administrative fees (currently 20%), food and beverage taxes (currently 7% and subject to change without notice), labor charges, audio-visual, parking or any other miscellaneous charges incurred by Notre Dame Hospitality in connection with the Event.

Taxes, Service Charges & Fees:
Food and beverage menu prices do not include and are subject to the service charge in effect on the date(s) of the event. Currently, the prevailing service charge of 20% will apply to all food and beverage actualized at the event. Of this fee, 10% is distributed to the servers of your event as a gratuity and 10% is distributed as an administration fee for the culinary and administrative team. An administrative fee of 20% will also apply to additional items secured by Notre Dame Hospitality on behalf of the Group indicated on your BEO, such as but not limited to, audio visual, equipment, rentals and florals. This fee, in its entirety, is distributed as an administration fee; it is not distributed to servers of your event.

Catering Guarantee:
A final attendance count must be provided to Notre Dame Hospitality at least ten (10) days prior to the Event. The number of attendees guaranteed for food and beverage must equal the number of attendees guaranteed for meetings and events. This number will be considered the minimum guarantee and is not subject to reduction. With prior approval from Notre Dame Hospitality, the guest count may be increased within the ten (10) day period prior to the Event.

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Should a final attendance count not be received by Notre Dame Hospitality by ten (10) days prior to the Event, the expected attendance number on the banquet event order will be considered the final guarantee number. Group will be charged the final guarantee number or the actual number in attendance at the Event, whichever is greater.

Change Fee:
Any changes requested within three (3) business days prior to the Event requires approval. Changes may include the Banquet Event Order, the Floor Plan/Set-Up request, the audio/visual specifications, and the guest count. If changes are approved a minimum charge of $500.00 will be added on the final invoice.

Full Event Cancellation:
In the event of full event cancellation, the Group will be subject to the following cancellation fees based on the date on which the Group notifies Notre Dame Hospitality of such cancellation. Group agrees to pay cancellation fees within 30 days of the cancellation notice being provided to Notre Dame Hospitality.

Upon execution of this Agreement the following provisions will apply:
Date of Cancellation: 0-21 Days Prior to Event Date
Cancellation Fee: 90% of anticipated revenue + Applicable Service Fees

Date of Cancellation: 22-30 Days Prior to Event Date
Cancellation Fee: 75% of anticipated revenue + Applicable Service Fees

Date of Cancellation: 31-90 Days Prior to Event Date
Cancellation Fee: 50% of anticipated revenue + Applicable Service Fees

Date of Cancellation: 90+ Days Prior to Event Date
Cancellation Fee: 25% of anticipated revenue + Applicable Service Fees

The anticipated revenue is based on the contracted room rental, food and beverage minimum (or guarantee at time of cancellation) plus ancillary service estimated revenues.

Initial: _____

Event Due Dates/Deadlines for Group:

90 Days Prior to Event:
- Event Program Agenda Due

60 Days Prior to Event:
- Transportation and Hosted Parking Requests Due

21 Days Prior to Event:
- Menu Selections Due
- Event Diagram Confirmation Due
- Audio Visual Requests Due

10 Days Prior to Event:
- Final Attendance Guarantees Due

Alcoholic Beverages:
Notre Dame is committed to a policy of providing legal, proper, and responsible hospitality. Alcohol may not be served to guests under the age of 21 and those unable to provide acceptable identification. Notre Dame reserves the right to discontinue any and all alcohol service in the event of blatant or willful disregard for the law on the part of the Group or guests in attendance at the Event or if continued service is inconsistent with Indiana state law. Notre Dame is required by law to terminate alcohol service to any guests who, in Notre Dame's judgment, appear to be intoxicated. Group will still be responsible for meeting the contracted food and beverage minimum regardless of service being denied to any guests.

Outside Food and Beverage:
With the exception of special occasion cakes and pastries with written approval from the Event Specialist, Group will not self-supply any food or beverages for the Event. Group must engage Notre Dame or one of its Preferred Caterers to provide all food and beverage service (including alcoholic beverages) for the Event. No food and beverage, including alcoholic beverages, can leave the Venue.

Catering Arrangements:
Notre Dame maintains a list of Preferred Caterers that meet the licensure and insurance obligations. If Group contracts for food and beverage service through a Preferred Caterer, Group will not be responsible for ensuring compliance with the requirements of this subsection. Group acknowledges and understands that all Preferred Caterers (excluding Three Leaf Catering and the Morris Inn) are independent business entities not part of Notre Dame. Under all circumstances, Group shall be solely responsible for, and shall promptly pay all costs for food, beverages and services furnished, sold or rendered by the Preferred Caterer in connection with the use of the Venue, as well as any service fees, applicable taxes, assessments, rates, damages, license fees, municipal liens, levies, excises, or imposts.

An Event Specialist will be assigned to the Group to ensure that all of the meeting and catering arrangements are fulfilled. Group should advise the Event Specialist of any special requirements for the Event, such as dietary restrictions, audio-visual equipment, display equipment, or labor needs. All food, beverage, floorplans and audio-visual arrangements must be confirmed three (3) weeks prior to the Event.

Vendors:
Group shall be required to notify Notre Dame of any third-party vendor engaged by the Group to provide services at the Venue and Notre Dame reserves the right to approve all such third-party vendors. Group shall be responsible for having any third-party vendor execute a copy of Notre Dame's Insurance Requirements and Indemnification Agreement For Outside Contractors/Vendors/Service Providers, as provided by Notre Dame. A signed copy must be provided to Notre Dame prior to the Event.

General Services:
While General Services are available on campus without fees to set up event furniture, services are subject to availability and if unavailable additional rental fees may apply.

Elevators:
Group will be charged a fee of $1,500.00 for any elevator malfunction that is caused by the intentional or negligent conduct of Group or its Guests at the Event.

Decorations:
Group is permitted to decorate the Venue to fit its event needs with any decorations that can be removed without harm to the Venue. All décor plans must be presented to and approved by the Event Specialist prior to the Event.

- Storage is limited, any storage of decor items prior to an Event must be approved by the Event Specialist.
- All decorations, props and additional event-related paraphernalia must be removed from the Venue immediately following the Event, unless otherwise approved by the Event Specialist. Any materials left in the Venue without notification of pick-up will be disposed of upon conclusion of the Event.
- Trash removal fees may apply for materials left in the Venue at the conclusion of the Event. Charges will be included on the post-event invoice.
- Group is responsible for additional labor charges in the event that cleanup and disposal of materials left in the Venue at the conclusion of the Event is necessary. Charges will be included on the post-event invoice.

The following are prohibited in the Venue: combustibles, helium balloons where the ceiling is higher than 12', confetti, glitter, fog machines, incense, straw or hay bales, open flames (candles must be housed in a container that protects the flame), decor hanging from light fixtures, adhering items to the wall or ceiling, blocking emergency exits, and blocking fire extinguishers.

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Religious Ceremonies:
All Masses taking place on campus require approval through Notre Dame. Only Catholic wedding ceremonies can take place on campus. No other nuptial ceremony may take place on campus.

Political Activities:
Political fundraising events are not permitted on the Notre Dame campus. Group must obtain prior written approval from Notre Dame for any use of the Venue for a political activity or fundraising activity including in connection with a political campaign or candidate. Group understands and acknowledges that Notre Dame, in its sole discretion, may refuse to allow certain or all political activity or fundraising activity at the Venue for any reason.

Guest Speakers:
If the Group intends to have a guest speaker or presenter present at the Event and they have not already been identified and reviewed by Notre Dame at the time this Agreement is signed, the Group must identify the guest speaker or presenter along with an overview of the topic(s) to be covered at least sixty (60) days prior to the Event. Notre Dame, in its sole discretion, reserves the right to deny having a particular guest speaker presenting at the Event and also reserves the right to cancel any event where this information is not provided for review within this timeframe.

Open to the Public Events:
These events are defined as ticketed events where the Group intends to sell tickets to attend the Event or sell products/merchandise at the Event. Group must declare its intent to have such an event and request approval from Notre Dame prior to signing this Agreement.

Press at Event:
Group must declare its intent to have press present at an Event and request approval from Notre Dame prior to signing this Agreement.

Major Event Notification:
If necessary to accommodate a major event with projected attendance in excess of 10,000 attendees, Notre Dame Hospitality will provide written notice to the Group and offer optional dates or another Notre Dame venue to reschedule the Event. In the event a mutually agreeable date cannot be rescheduled, the Group will receive a full refund of any deposit paid to Notre Dame for the Event.

Shipping and Receiving:
Notre Dame Hospitality requires that arrangements for delivery of packages be made through Notre Dame's Event Office. Packages for meetings may be delivered three (3) working days prior to the date of the Event.

Notre Dame Hospitality does not accept any liability for equipment, goods, displays or other materials that arrive unmarked or fail to arrive at the Venue. Group is responsible for insuring its property for loss or damage. Group must contact the Event Specialist for details regarding shipping.

Authorized Signatures:
By signing and returning this Agreement, these arrangements will be agreed to on a definite basis. Should another organization require the dates and be in a position to confirm immediately, Notre Dame Hospitality will notify Group and Group will have forty-eight (48) hours from receipt of such notification to sign and return this Agreement. If Notre Dame Hospitality does not receive a signed Agreement by the due date listed herein, this Agreement will be void and the Venue will be automatically released.

This Agreement, with any attached exhibits, constitutes the entire agreement with respect to the subject matter hereof and may not be amended unless done so in writing and signed by Notre Dame Hospitality.