1. SUMMARY OF SERVICES
   A. Accommodations. ISU Catering is a full-service operation that services both the university and non-university customers alike. We will make every effort to accommodate the needs of our customers. However, please note that ISU Catering extends the right to declare “black-out” dates when the volume of business exceeds our capacity to service contracted events.
   B. Order Placement. Orders placed with less than ten (10) day notice are subject to restrictions and additional fees which are outlined below.
   C. Service Hours. All meals are subject to ingredient, server availability, and/or time limitations to ensure the quality of our food and services.
   D. Service Fee. There is a ten percent (10%) service fee incurred on all carryout and delivery only orders.
   E. Delivery Fee. There is a ten dollar ($10) delivery fee incurred on all delivery-only orders.
   F. Food Safety Standards. Customer is responsible for maintaining and storing food and beverages at proper temperatures once ISU Catering delivers the food to Customer or Customer has picked up a carryout order.
   G. Menu This menu supersedes all other menus and is valid through June 30, 2017. Any and all food and beverages prices are subject to change without notice.

2. GUEST COUNT AND CONFIRMATIONS
   A. Guest Count. Final guest count is due by 12:00 p.m. (noon), five (5) business days prior to the event. If no final guest count is received, ISU Catering will use the guest count set forth in the initial order. Any changes in guest count less than five (5) business days prior to the event are subject to additional fees.
   B. Confirmations. Catering services are offered to Customer on a non-binding basis. In order to become binding, Customer must submit a signed copy of the most updated version of the ISU Catering contract to ISU Catering/Dining office. Service offer expires unless Customer returns the signed ISU Catering contract within ten (10) business days of the date of contact. However, if the date of contact is less than ten (10) business days before the event date, then Customer must submit the signed ISU Catering contract if Customer still desires the catering services.

3. MENU CHANGES
   A. Final Menu Selections. Final menu selections are due ten (10) business days prior to the event.
   B. Menu Changes. If menu changes are made in less than ten (10) days before Event the following may apply:
      i. Added Items: No additional fees, but subject to availability.
      ii. Removed Items: Customer is subject to a fee equal to thirty percent (30%) of the quoted price if regular items are removed. Customer is subject to a fee of one-hundred percent (100%) of quoted price of specialty order items are removed.
   C. Menu Changes. If menu changes are made in less than five (5) days before Event the following may apply:
      i. Added Items: No additional fees, but subject to availability.
      ii. Removed Items: Items may not be removed.
      iii. Increased Quantity: Customer is subject to a fee equal to thirty percent (30%) of the quoted price in on the quantity of the item increased. All items subject to availability.
      iv. Decreased Quantity: Quantity can be decreased; however cost will remain the same.

4. CANCELLATION BY CUSTOMER
   A. Notice. If Customer desires to cancel an event or order, Customer must give notice to ISU Catering in writing, by fax, or via email at the address, number, or account listed at the top of this document.
   B. Cancellation Fees.
      i. Less than ten (10) day notice: A cancellation less than ten (10) business days prior to the Event is subject to a fee equal to twenty-five percent (25%) of the menu (edibles) total, plus the cost of all non-refundable items purchased on behalf of Customer.
      ii. Less than five (5) day notice: A cancellation less than five (5) business days prior to the Event is subject to a fee equal to one-hundred percent (100%) of the menu (edibles) total, plus the cost of all non-refundable items purchased on behalf of Customer.
      iii. Severe Weather. Cancellations without penalty will be considered in the case of weather-related warnings.
   C. Prepaid Balances. Cancellation fees will be offset against any prepaid balances. ISU will issue a refund to Customer of the remaining balance.

5. DEPOSITS AND PAYMENTS
   A. Payment 100% Payment of the balance is due 5 days prior to the event. For university functions, ISU Catering will process the total contract amount following the completion of the event.
   B. Payment Method. Checks should be made payable to Iowa State University of Science and Technology. Customer shall submit payments at the following address:

   ISU Catering
C. Late Payment. In the event payment is not received from Customer when due, ISU may cancel the event and order. In addition, the full account balance may be accelerated. ISU may also impose a finance charge computed at a periodic monthly rate of one percent (1%) per month on the balance or an annual percentage rate (ARP) of 12% when computed from the billing date. The unpaid account may be referred for collection, and Customer agrees to pay all collection costs and reasonable attorney’s fees if ISU must take action to recover any past due amounts. ISU reserves the right under Iowa Code Section 421.17(27) to offset any and all State of Iowa tax refunds, lottery winnings or vendor payments.

6. CANCELLATION BY ISU
   A. Force Majeure. ISU may cancel this Agreement and shall not be deemed in breach of this Agreement or liable for damages if its performance of any obligation under this Agreement is prevented or delayed by causes beyond its reasonable control, such as acts or omissions of communications carriers, fire, strikes or labor disputes, floods, acts of God, war, terrorism, civil disturbances, acts of civil or military authorities or the public enemy, or energy shortages.
   B. Conduct. ISU may cancel the catering contract and cease providing catering services and/or end the event immediately upon written notice to Customer if Customer or Customer’s employees, agents, or guests; (a) act in a manner ISU believes to be unsafe or that may cause or has caused harm to persons or property, or (b) violate laws, regulations, ordinances, applicable ISU policies, or these ISU Catering Terms and Conditions. Customer will remain responsible for the full cost of the event.

7. MISCELLANEOUS:
   A. These ISU Catering Terms and Conditions shall not be amended in any respect without the written consent of both parties. The failure of a party to require performance of any part of these Terms and Conditions by the other party shall not constitute a waiver to subsequently enforce it. The parties’ rights and obligations in these Terms and Conditions that, by their nature, would continue beyond the cancellation or expiration of the catering contract shall survive such cancellation or expiration. These Terms and Conditions shall be construed in accordance with the laws of the State of Iowa, and any litigation or actions commenced in connection with these Terms and Conditions or ISU Catering’s services shall be instituted in an appropriate court in the State of Iowa. When used in these ISU Catering Terms and Conditions, a “business day” shall mean Monday through Friday, excluding such days when ISU offices are closed.