RATIONALE FOR THIS POLICY

The University of South Dakota entered into an Agreement with ARAMARK Educational Services LLC on July 1, 2007 as its exclusive agent to catering. The University retains ARAMARK to manage and operate all catering services for its students, employees and guests.

STATEMENT OF POLICY

ARAMARK Educational Services is the University’s exclusive agent for all functions such as catering banquets, private parties, special events, camps and conferences or other special events as requested of the contractor of on-campus events.

ARAMARK has first right of refusal on events that require professional catering service held on the campus. Exceptions to the exclusive right provisions area as follows:

- ARAMARK may be asked, but does not have the exclusive right, to provide catering for USD events held off-campus.
- Ethnic food events, occasional bake sales, pot lucks, fund raisers, and other events sponsored by USD approved students and student groups must get exemption approval from the Campus Dining Office. Groups having approval to sell or give away food and beverages shall be encouraged to consider purchasing products from ARAMARK.
• Candy, gum, mints, snacks, etc., sold in the bookstore operated by another contractor or USD.

Below are general event guidelines and conditions:

**Guarantee:** An estimated guest count is required at the time that services are scheduled. A final guaranteed count must be provided to the Catering Office at least 48 hours prior to the event. You will be billed for the guaranteed number or the actual guest count, whichever is higher. As we take pride in pre-planning every detail of your event, adding guests to your party after your guaranteed count has been received may result in necessary menu or service revisions.

**Payment:** Invoices will be issued each Friday, and are payable upon receipt. A late charge of $7.00 and an interest charge of 1.5% of the total of the invoice will be applied to all past due invoices over 25 days. Sales tax will be added to each invoice unless we are provided with a copy of the tax exemption certificate prior to the event.

**Delivery:** A delivery fee of 10% up to $50 will be added for services outside the Muenster University Center.

**Cancellations:** In the event that services need to be cancelled, a $25.00 cancellation fee will be charged for meals cancelled within 2 business days of the event. In addition, the Catering Office will charge for food and labor costs already incurred at the time of the cancellation.

**Perishable Food Policy:** In adherence with local Health Department regulations, it is our strict policy that there will be no credit given or carry out of perishable food not consumed at your event. Any food removed from the location of the event without the permission of the Catering Department becomes the responsibility of the event holder. Once removed from the event, Catering possesses no responsibility or liability for the quality or safety of these items.

**Service ware:** At no time should service ware be removed from the original location of the event without permission of the Catering Department. Items removed must be returned to Campus Dining within three business days or a $15.00 charge will be assessed. Event holders who fail to return service ware for extended periods of time may be liable for full replacement cost of these items. Catering will pick up service ware from a secondary location for a charge of $15.00.

**Late Order Availability:** In order to ensure the quality of your event, we ask that all orders be placed 7 days prior to the event in order to give the Catering Office sufficient time in order to procure food and service personnel. Events booked without sufficient notification will be subject to limited menu and service availability and a $25.00 late order fee. Sufficient notification is defined as at least 3 business days for meals and at least 2 business days for refreshment setups.

### III. DEFINITIONS

Not applicable
IV. PROCEDURES

The University will prohibit the use of outside catering vendors, other than Campus Catering, anywhere on property controlled by the University. Exemptions can be granted by the contractor and/or client on case by case basis.

V. RELATED DOCUMENTS, FORMS AND TOOLS

For additional Catering Event guidelines and conditions please visit: http://ucatering.catertrax.com

Please refer to the contract agreement for manual food service between The University of South Dakota and ARAMARK Educational Services LLC.