

TUNICA RIVERPARK CATERING CONTRACT

TERMS AND CONDITIONS:

1. No amendment, modification or waiver of the contract or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by both parties.
2. The Caterer has in force and agrees to keep in force for the duration of this Agreement insurance coverage with limits not less than the below stated coverage:
 - A. Broad form comprehensive general liability insurance including (I) premises/operations, (II) products/completed operations hazard, (III) broad form contractual, and (IV) personal injury. The general liability insurance shall include limits of liability of not less than \$1,000,000.00 combined single limits for bodily injury and property damage. The insurance policies shall name Tunica County, Tunica County Board of Supervisors, Tunica RiverPark & Museum, its agents, assigns, directors, employees, attorneys, and elected/appointed officials as additional insured. Said policies may not be canceled or materially altered until at least thirty (30) days prior written notice has been given to the RiverPark and shall cover occurrences in/on any part of the RiverPark.
 - B. The insurance carrier providing such insurance shall have no less than an "A" rating according to A. M. Best's rating and shall be authorized to do business in the State of Mississippi. Certificates of Insurance in an acceptable form must be given to the RiverPark at least thirty (30) days prior to the commencement of the Agreement.
3. The Caterer shall indemnify and hold harmless the Tunica RiverPark from any loss, cost, damage or expense which may be incurred or suffered by it as a result of the negligence or intentional act of the Caterer in performance of its duties hereunder.
4. The Caterer must have a Health Department Catering Permit and must comply with all Health Department inspection requirements and other applicable laws and ordinances.
5. After each event the caterer shall:
 - A. Remove all glassware, china and food from tables
 - B. Remove tablecloths from tables if they are the property of the Caterer
 - C. Bag and tie all trash and deposit it in the dumpster
 - D. Empty and wipe all sinks and leave them clean
 - E. Break down all cardboard boxes and put them in the dumpster
 - F. Wipe down all counter surfaces and leave them clean
 - G. Sweep the kitchen floor and wipe up any spills
 - H. Clean any spillage and debris from the meeting room floor
 - I. Arrange for any rental equipment to be picked up immediately or stacked by the loading dock door for pick up
 - J. Reimburse the Tunica RiverPark (at replacement cost) of any and all kitchenware and equipment damaged lost or stolen upon receipt of an invoice from the RiverPark.



One RiverPark Drive
P.O. Box 99
Tunica Resorts, MS 38664
1.866.51RIVER
662.357.0050
662.357.0170 Fax
tunicariverpark.com

6. Failure to comply with Items A-J, Section 5 will result in a charge of a minimum fee of \$100.00.
7. All alcoholic beverages and services thereof shall be handled by the caterer. Should any employee of the caterer be found to be drinking alcoholic beverages while working at the Tunica RiverPark, he/she shall be asked to leave the premises immediately.
8. The Tunica RiverPark will furnish tables and chairs. Tables are: 22x48 and 29.5" high (4 ct.) and 30x72 and 29.5" high (22 ct.) and 72" round tables (14 ct.). Chairs: Stack chairs (120ct.).
9. The caterer shall furnish all china, cutlery, serving pieces and glassware for all beverages. The caterer shall also furnish linens.
10. The caterer agrees to pay the RiverPark a fee of \$1.00 per person.
11. The caterer shall comply with all rules and regulations of the Tunica RiverPark. Failure to comply may result in the RiverPark revoking this contract in its entirety immediately.
12. Settlement shall be done either at the conclusion of the event or the first business day following the event.

ACCEPTANCE

Please sign and return a copy of this Agreement along with a copy of your current Certificate of Insurance and Health Department Catering Permit. This Agreement will constitute a binding contract between the parties. The individuals signing below represent that each is authorized to bind his or her party to this Agreement.

Tunica RiverPark and USER have agreed to and have executed this Agreement by their authorized representatives as of the dates indicated below.

TUNICA RIVERPARK
ONE RIVERPARK DRIVE
TUNICA RESORTS, MS 38664
662-357-0050 Office
662-357-0170 FAX

Webster Franklin, Tunica RiverPark

Date

Date