

CULINART GROUP, INC., division of Compass
United Nations Headquarters
405 E. 42nd Street
CB - 0405
New York, NY 10017
(212) 963-7099

2nd Revision

To: Gladys Bendahan
Permanent Mission of Israel to the United Nations
800 Second Avenue
New York, NY 10017
(212) 499-5344

From: Mr. Lee Hayden
Director of Sales and Catering
CulinArt Group
United Nations Headquarters
405 E. 42nd Street. CB - 0405
New York, NY 10017

Date: Tuesday, June 11, 2019

As you requested, we have tentatively reserved the Location Pending Approval for your Delivery, on Thursday, June 20, 2019 from 12:45 pm to 1:45 pm for a minimum guarantee of 65 persons.

This cover letter, together with the enclosed Catering Agreement, sets forth the detailed estimated cost of the function. **Please sign and return one copy along with your full payment due Thursday 6.13.19 no later than 5:00pm.** Final guest guarantee is due 7 business days prior to event. Remaining balance required 5 business days prior to the event. Acceptable forms of payment are by credit card, wire transfer (with supporting documentation such as a screen shot of the actual transfer) or by *certified* check only. Final guest count of any increases above your guarantee is required 72 hours prior to Event. Client will be charged for final guest guarantee or actual number of guest, whichever is higher.

All clients must post a valid credit card with our office at time of contract signature and deposit payment. ALL additional charges, including, but not limited to, food, beverage, labor, rentals, floral, audio visuals, security or incidentals incurred on the day of the event, MUST be paid in full at the end of the event with the credit card on file.

You are reminded that any guests not holding United Nations Grounds Passes are required to present their UN Security Event Pass and valid government issued photo ID at the front entrance to the UN. It is also required that a representative of the host be present at the entrance to the security gate, with a list of the guests and their security passes, to facilitate their entry.

Should you wish to discuss any aspect of this function, please do not hesitate to call me.

CATERING AGREEMENT

Client: Permanent Mission of Israel to the United Nations

Day & Date: Thursday, June 20, 2019

Time: 12:45 pm to 1:45 pm

Location: Location Pending Approval

Type of Event: Delivery

Guests: 65

This Agreement is between CulinArt Group, Inc., ("CulinArt")

and

Permanent Mission of Israel to the United Nations
800 Second Avenue
New York, NY 10017

(the "Client")

Basic Terms and Conditions

CONDUCT OF EVENT: Client shall conduct the Event in an orderly manner, and assumes full responsibility for the conduct of all persons in attendance and for any damage to any part of the building or other premises where the Event occurs (the "Premises") during any time such Premises are under the control of Client or its employees and contractors, or Client's guests or other invitees. Client shall not do, or permit to be done, anything at the Premises which would unreasonably annoy and/or interfere with the rights of the owner, tenants or other users of the Premises or which might be a potential hazard. CulinArt may prescribe reasonable qualifications for admission to the Premises and/or Event. Canvassing, peddling, soliciting and distributing of handbills or other material at the Premises or adjacent spaces, such as parking areas, are prohibited. The Event shall begin promptly as scheduled, and the Premises shall be vacated no later than the agreed time. Client shall be liable for any overtime wages and other expenses incurred.

Event guests will be admitted to the Premises and will be expected to depart at the time stated in this Agreement. Any overtime will be computed at 25% of the total facility rental for each additional hour and added to the final bill. Labor, bar extended charges and any applicable administrative charges will also be added for any overtime will also be added to the final bill.

Client understands that its representative must be present at the front gates prior to the commencement time of the Event with the guest list previously sent to CulinArt for security clearance to facilitate the entry of guests. Guest lists must be received no later than 48 hours before the date of the event. Client will be responsible for any late fees incurred from security when not adhering to this deadline. CulinArt will keep count of the number of persons who actually enter the reception area for final billing. Client will be charged for final guest guarantee or actual number of guests attending, whichever is higher

In the event that this agreement is signed on behalf of a Mission Government, Department of the United Nations or Specialized Agency, Corporation, Association, Club or Society, the individual signing represents that he or she has full authority to enter into this agreement.

All functions are held subject to any and all additional conditions that may be prescribed by the United Nations.

MENU SELECTIONS: CulinArt shall provide the Menu as attached to this Agreement. Final menu selections should be submitted seven (7) business days prior to the function to ensure availability of the desired foods. CulinArt will attempt to accommodate any requested menu changes made less than seven (7) business days prior to the Event and is authorized by the *Client to impose a surcharge for such accommodation.*

FOOD AND BEVERAGE: Neither Client nor its guests or invitees shall be permitted to bring food, beverages, including alcoholic beverages of any kind, onto the Premises without the express written permission of CulinArt. If such permission is granted, CulinArt is authorized to charge for the service of said food and/or beverages and Client agrees to accept total liability for the quality and authenticity of all such food and beverages.

EVENT ROOMS/RENTALS: Rooms are assigned based on the guaranteed guest count, but CulinArt reserves the right to change the designated Event room(s), without notification, if the guest count increases or decreases. Where specific event rooms are requested, CulinArt shall make every effort to provide specific rooms but cannot guarantee to do so. In addition, as applicable, CulinArt reserves the right to charge for rentals.

DISPLAYS, DECORATIONS, SIGNAGE: All displays and/or decorations proposed by Client shall be subject to the prior written approval of CulinArt in each instance. Such displays must conform in all respects to applicable law and regulation, including building and fire codes, and shall be free standing without attachment to walls, ceilings or floors. All signage must be professionally produced.

CHANGES: For seating and other room arrangements and all other details pertaining to the Event, all changes must be requested at least two weeks prior to the date of the Event. CulinArt will make every attempt to accommodate requested changes made less than seven (7) business days prior to the Event and such changes are subject to a surcharge.

SECURITY: CulinArt will include in this Agreement any and all applicable building and security charges. If, in the sole judgment of United Nations Security, additional security at the Event is required, Client accepts responsibility to pay all additional costs and expenses associated with the additional security needs. Security provided by the Client or its guests are subject to prior approval by United Nations Security.

CONTROL OVER SERVICE OF ALCOHOL: CulinArt shall retain sole control over the service of alcohol during the Event. CulinArt, in its sole and absolute discretion, shall cease service of alcohol to any individual who in its judgment should not be served.

All guests under the age of 21 years are prohibited from purchasing or consuming alcoholic beverages. The responsibility of compliance rests solely with the Client. Should minor guests be discovered consuming alcoholic beverages, the Client will be requested to make arrangements for the removal of the offending guests from the Premises.

CulinArt reserves the right to refuse alcohol to any guest. Additionally, it is against CulinArt's policy to permit any vendors (i.e. bands) to consume alcohol during the Event.

PAYMENT TERMS AND CONDITIONS: A non-refundable deposit of 25% of the contract total amount is required upon signing this Agreement to secure the Event date. If the Event date is more than one year away, then the 25% non-refundable deposit may be paid as follows: (i) \$1,500.00 payable upon signing this Agreement, and (ii) 25% of the Agreement amount total minus \$1,500.00 payable one year prior to the scheduled date. The failure to pay the amount set forth in (ii) above will result in the cancellation of the Event and surrender of the \$1,500.00 initial deposit.

An additional 25% of the contract total is due and payable sixty (60) days prior to the date of the function. Final payment is due five (5) days prior to the Event. Final payments must be in the form of cash, credit card, certified check, and be accompanied by a final signed contact reflecting final guest count.

(wire transfer information:

If you wish to make a wire transfer payment, please reach to your CulinArt event planner for information.

Any client making a wire transfer must provide CulinArt with a copy of the screen shot of the wire transfer as proof of payment.

***Administrative Charge: All catering functions are subject to an administrative charge of up to 23% on food, beverage and liquor sales. This charge is for administration of the catering function, is not a gratuity nor is it purported to be a gratuity, and will not be distributed as gratuities to the employees who provide service to the guests.**

If the final bill exceed the total of the payments made by the Client, then full payment must be made no later than at the end of the Event. Any amount not paid within fifteen (15) days following the Event shall bear interest at 18% per annum until paid (or in the event local law prohibits the charging of such rate, interest shall be charged at the maximum legal rate), computed from the due date until the date paid. Client agrees to pay interest and all collection charges, including attorneys' fees. *All clients must provide CulinArt with a valid credit card with at the time of signing this Agreement. ALL additional charges, including, but not limited to, food, beverage, labor, rentals, floral, audio visuals, security or incidentals incurred on the day of the Event, MUST be paid in full at the end of the Event with the credit card on file.*

DEPOSITS AND CANCELLATIONS: The deposits are required in order to reserve function space and CulinArt's resources on a definite basis. CulinArt reserves the right to stop all planning and may cancel the Event if a payment is not received when due. If CulinArt cancels the event due to non-payment, the Client agrees that the following cancellation policy will apply. If the Client cancels the Event, then the following Cancellation Policy also applies:

If Client cancels:	Then Cancellation Payment is:
30-180 days prior to Event Date	Client forfeits only incurred expenses, if any, directly associated with the event.
8-29 business days prior to Event	50% of CulinArt's estimate in the Agreement
Between 0 and 7 days prior to Event	100% of CulinArt's estimate in the Agreement

The parties agree that the Cancellation Policy and payments due CulinArt are not a penalty, but rather, are a reasonable method to compensate CulinArt for its costs, expenses, and other losses associated with cancellation. CulinArt reserves the right to cancel this Agreement if, in its reasonable discretion, the Client breaches this Agreement or CulinArt reasonably determines that Client is likely to breach this Agreement.

TAXES: In addition to the charges set forth elsewhere in this Agreement, Client agrees to pay separately any and all federal, state, municipal or other taxes imposed on or applicable to the Event. Should Client be exempt from local sales taxes, a copy of a current New York State Sales Tax Exemption Certificate must be furnished to CulinArt no later than four weeks prior to the Event.

GUARANTEED ATTENDANCE: A guarantee of the exact number of guests attending the Event must be received in writing from Client no later than seven (7) business days prior to the Event, by 10:00 am local time. This count cannot be reduced and shall be the basis for a minimum charge. Final guest count of any increases above your guarantee is required 72 hours prior to Event. If a number greater than the guaranteed count is served, charges shall be based on that number. CulinArt shall be prepared to serve 3% over the guaranteed count. If no guarantee has been received in due time, CulinArt shall assume the guaranteed count to be the number provided in the most recent attendance estimate, and Client agrees to pay CulinArt for its billings based on that most recent attendance estimate. It is the sole responsibility of the Client to provide the guarantee.

PRICES: The per-guest charge set forth in this Agreement shall be based upon then-current market conditions. All charges shall be subject to change in order to meet increased expenses beyond CulinArt's control. CulinArt shall be entitled to receive such increased charges, to make reasonable substitutes to the menu or other services being provided, or to make such accommodations as are appropriate.

INDEMNITY: Each party agrees to defend, indemnify and hold the other party and each respective subsidiary, affiliate, director, officer and employee, harmless from and against all claims, liens, actions, costs, damages, losses and liabilities arising out of the obligations set forth in this Agreement, including attorney's fees, costs and expenses, except to the extent caused by the other party's breach of the obligations set forth in this Agreement. This indemnity shall survive the termination of this Agreement.

LIABILITY: Neither party shall be liable to the other party for causes beyond its control, including labor disputes or strikes, government controls or restrictions upon food, beverages or other supplies, travel, transportation, Acts of God, unforeseeable circumstances or inability to access the Premises. Neither party shall have responsibility for damage or loss of the other party or the other party's guests, invitees, merchandise or property. Neither party shall be liable to the other party for any loss of business, interruption, consequential incidental, special, indirect or punitive damages. Each party's liability hereunder is limited to the payment received from the Client under this Agreement.

Neither party shall be liable for non-performance of this Agreement when such performance is attributable to labor troubles, disputes or strikes, accidents, government (federal, state and municipal) regulation of, or restrictions upon travel or transportation, non-availability of food, beverages or supplies, riots, national emergencies, Acts of God and other causes enumerated herein or not, which are beyond its control, preventing or interfering with performance. In the event of non-performance by CulinArt as set forth herein, Client shall be entitled to a refund of the deposit, less any amounts expended by CulinArt in preparation for the catering function.

ENTIRE AGREEMENT: This Agreement is the entire agreement between the parties hereto with respect to the subject matter and supersedes all prior discussions and agreements. There are no representations, agreements or warranties (express or implied, oral or written) between CulinArt and the Client with respect to the subject matter of this Agreement. This Agreement may not be altered, changed or amended, except by a writing signed by both parties hereto.

Notwithstanding any other provision of this Agreement, should CulinArt sell, transfer or convey its interest in the contracted venue and upon sixty (60) days advance notice to the Client of such transfer of interest, CulinArt may terminate this Agreement. In such case, CulinArt will make any and all provisions necessary to relocate the Event to an alternate and mutually agreeable exclusive, semi-exclusive or allowed venue of CulinArt. In the event of a termination of contract due to transfer of interest, CulinArt shall return all advance payments and/or deposits whereupon the parties shall have no further obligations to each other, provided that CulinArt shall not be continued in operation at the contracted venue or as a caterer after such transfer.

GOVERNING LAW; ACKNOWLEDGEMENT: This Agreement shall be governed by the laws of the State of New York, without regard to its conflict of law principles. Upon execution of this Agreement, the Client acknowledges that it has read this Agreement in its entirety.

WAIVER OF JURY TRIAL: EACH PARTY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT HEREUNDER.

BINDING EFFECT: This Agreement binds and is solely for the benefit of the parties. CulinArt may assign its rights to payments for services hereunder.

NOTICES: Any notice hereunder must be in writing, and given via certified mail or overnight courier to the address(es) for each party included in this Agreement, as may be updated from time to time.

MISCELLANEOUS: This Agreement may be signed in counterparts. An electronic or facsimile signature shall have the same force and effect as an original, non-facsimile signature. The Client represents that the individual signing on the Client's behalf is an authorized representative and has full power and authority to execute this Agreement. No course of dealing, nor any delay or failure to exercise any rights hereunder, nor acceptance of any payment by CulinArt shall be deemed a waiver of any of CulinArt's rights. If any provision hereof is deemed to be illegal or invalid, it shall not invalidate the remaining provisions hereof. Obligations of the parties set forth herein arising out of events occurring during the life hereof will survive termination.

Patron: Permanent Mission of Israel to the United Nations

Day & Date: Thursday, June 20, 2019

From: 12:45 pm to 1:45 pm

Location: Location Pending Approval

Type: Delivery

Guests: 65

Menu, Details & Charges

Location Pending Approval

Description

Location Pending Approval - 12:45 pm

- 22 Diet Coke
- 22 Coke
- 21 Ginger Ale
- 30 Box Water 8 oz.

- Assorted Sandwiches
- 10 Vegetarian Sandwiches
- 30 Meat Sandwiches
- 30 Fish Sandwiches
- For 70 Guests*

Kosher Assorted Sandwiches & Delivery

- 9 Cold Cut Meat Sandwiches
- 1 Vegan Sandwich
- For 10 Guests*

- Kosher Salads
- Mix Green Salad & Potato Dill Salad
- For 65 Guests*

- Kosher Dessert
- Kosher Cookies & Brownies Platter
- For 65 Guests*

- Staffing
- 2 Waiters

Patron: **Permanent Mission of Israel to the United Nations**

Day & Date: **Thursday, June 20, 2019**

From: **12:45 pm to 1:45 pm**

Location: **Location Pending Approval**

Type: **Delivery**

Guests: **65**

Charges

Qty	Name	Price	Total
22	Diet Coke	2.70	59.40
22	Coke	2.70	59.40
21	Ginger Ale	2.70	56.70
30	Box Water 8 oz.	2.00	60.00
70	Assorted Sandwiches	15.00	1,050.00
10	Kosher Assorted Sandwiches & Delivery	36.30	363.00
65	Kosher Mix Green Salad & Potato Dill Salad	5.74	373.10
65	Kosher Cookies & Brownies Platter	6.34	412.10
2	Waiter - 1 Hour Event	247.50	495.00

	Food	Beverage	Liquor	Equipment	Labor	Security	Cleaning	Elevator	Total
Subtotal	2,198.20	235.50	0.00	0.00	495.00	0.00	0.00	0.00	2,928.70
*Admin Chg	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Taxes	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total	2,198.20	235.50	0.00	0.00	495.00	0.00	0.00	0.00	2,928.70

Paid	USD \$ 0.00
Balance	USD \$ 2,928.70

***Administrative Charge: All catering functions are subject to an administrative charge of up to 23% on food, beverage and liquor sales. This charge is for administration of the catering function, is not a gratuity nor is it purported to be a gratuity, and will not be distributed as gratuities to the employees who provide service to the guests. The administrative charge is subject to applicable sales tax.**

AGREED:

Date By _____ Mr. Lee Hayden
 Director of Sales and Catering
 CulinArt Group

Date By _____ Title _____, PATRON