

The Depot Restaurant Catering POLICIES

And other important information...

Please read this document all the way through. I know it is long, but it is important.

Overview: As you will soon see, we are very serious about what we do. This is why we have a decent reputation. In short, we care greatly for your event, and we care even more about our reputation and that of our business! We also care very much for the safety and well-being of its crew.

If we take your job, we have every intention of seeing the event come together nicely! Even when the going gets tough (and it sometimes does), we are on your side. Unfortunately, despite the best plans and intentions, stuff happens. If it does, take a deep breath, work with us, roll with the punches, and it will usually sort itself out.

What we do is bring the kitchen to you, which is an enormous logistical challenge, often impacted heavily by Mother Nature. There is no exact science here, just a collection of choices based upon a wealth of experience. We try our best to work around any and all situations presented to us. Every once in a while, things do not work out as planned. Hence, the need to define general policies, addressing inclement weather issues, cancellation/postponement/changes issues, and everything else that has even a remote potential to pop up. Our intent at putting these items down on paper is to improve communication, minimize misunderstandings, reduce "surprises," and ultimately work better together to make your event a success. Also, the contract/policies become a mechanism to protect BOTH OF US. Ultimately, I want you to walk away happy with our job, willing to hire us again, and willing to speak highly of our services. "Word-of-Mouth" is a primary means of advertisement, so making you happy is indeed in our best interest.

If there are any particular clauses in these policies that have you concerned, please speak to us directly before contracts are signed. We will explain the intent of the clause, and if appropriate, we will try to figure out a mutually acceptable agreement.

Contact Info: We can be reached at 515-664-4265. Our email is thedepotrestaurantnv@gmail.com

Verbal "OKs" Initial telephone discussions often lead to a host giving a "Verbal OK" to proceed with the event. Dates will be held for 5 business days only, which is enough time to get a \$200.00 Non Refundable Booking Fee (NRBF) mailed. NRBF's are required to hold dates beyond 5 days, or the date remains available to other clients.

\$200.00 Non Refundable Booking Fee (NRBF): The \$200.00 Non Refundable Booking Fee (NRBF) is the start of a process only. It pencils you onto the calendar, expresses your seriousness, starts our "behind the scenes" logistic coordination, initiates hiring and starts the contracting process. It also allows us to tell other clients that we are booked. It is expressly NOT a guarantee of services! Jobs may be declined based on your NRBF. If the NRBF is received (within 5 days of verbal "OK"), then we will proceed into contracting, and the NRBF will be placed towards the payment of your event. If we do not receive the NRBF, then the date remains open for other clients. Extremely late NRBF's may be returned to sender, uncashed, as we may have been booked while you were contemplating.

The submittal of a NRBF is no guarantee of services whatsoever. If the client's event does not proceed into contracting expeditiously (within 3 weeks of receipt of NRBF, or if signed contracts are not in place by 21 days before the event), we will consider the date open and will accept other events instead. The NRBF will not be returned.

Payments: Typically made in 3 installments:

Payment 1.) **\$200 Non Refundable Booking Fee (NRBF) 5 days after Verbal OK** (see above).

Payment 2.). (With the NRBF) **50% of the contracted Total at least 21 business days prior to the event.**

Payment 3.). **The Remainder the day of the event** (including any adjustments for increased head count, added services such as "Unusual Logistics" or tentage).

[So, if the event total bill was \$2000 (including tax), Payment #1=\$200 NRBF, Payment #2=\$800 (with your NRBF, I now have \$1000 or 50% of the bill), Payment #3=\$1000 bringing the total to \$2000 paid.] Single Payments in full are also accepted, if it makes your life easier. The payments & due dates are normally expressed clearly in the contract.

IF ANY CONTRACTED PAYMENT IS LATE, YOU ARE IN BREACH OF CONTRACT. WE RETAIN THE RIGHT TO TERMINATE THE AGREEMENT, KEEPING THE NRBF TOO! Meaning specifically, that we do not intend to provide catering services.

Other notes:

-Payment IN FULL may be requested 21 days before the event date under special circumstances. This especially applies to events at stadiums or festival grounds.

-You will be held responsible for any bank fees associated with bounced checks.

-If your head count DOES NOT materialize as planned, the final price of the event will not be adjusted. The food has been purchased already, staff has been hired, and many other fees have been calculated based on your original head count estimate.

-If you should decide to withhold final payment, the matter will be pursued legally and rapidly. Do not go there...

Gratuity: Gratuities are graciously accepted and always appreciated. Gratuities are NOT included in the bill.

Taxation: 6% IA state tax is added to your billing. Tax-exempt groups must provide a copy of valid state sales tax exempt certificate prior to event.

Out-of-State Fees: are charged for all jobs outside of IA

Head count:

Events are priced "per job," not "per head". This means that we attempt to build a package around your head count estimate. Per a contract, the package will include a set amount of food, which is hoped to be slightly more than we need. Because a little overage is already factored in, minor head count additions are not a concern. However, if a dramatic head count increase is expected, please contact us ASAP. With obvious cost adjustments, additional food can be purchased to insure there is enough for all expected guests, but equipment availability may be a limiting factor.

If you become aware of a dramatic decrease in estimated head count, please tell us ASAP. Depending on when you give us this information, we *may* be able to downsize orders. Please understand that if your head count DOES NOT materialize as planned, the final price of the event will not be adjusted. The food has been purchased already, staff has been hired, and many other fees have been calculated based on your original head count estimate.

Menu Changes/Quantity Changes:

If menu adjustments are made weeks before the event, it is usually not a big deal. It becomes a bigger deal if the new choices have logistical, equipment, personnel and/or cost ramifications. Menu changes are easiest when made BEFORE orders are placed. (Orders placed one week before the event). Once orders have been placed, changes have increasingly greater impact as your event approaches. If changes need to be made, contact us ASAP, and I will guide you to what is easy/difficult/costly at that time. If the change has a cost impact, or is significant, we may ask that Contracts be formally updated to reflect the new costs. Please understand that we will never jeopardize our relationship with suppliers. Examples: Changes will NOT be accommodated if a supplier will be "stuck" with a special order. However, to purchase an additional few Pork Butts the day before the event, *may* be easily accommodated.

This is a very rare occurrence, but it bears mention: Please be advised that last minute menu changes may have to be made as a workaround for some unforeseen problem (i.e. Equipment breakdown, availability, quality, and unfortunately the mistakes of suppliers). We must also add that changes are possible due to health reasons, such as Mad Cow Disease, E. Coli breakouts, Assorted Product Recalls, and other human health issues that can be out of our control. Any such changes will always try to be coordinated with you. If you are not reachable, then we will have to use our best judgment. Such emergency changes will be tolerated by the host, and not be considered a "breach of contract." Intent is NOT to add additional charges, but to provide the best possible workaround, should the situation emerge.

Unexpected Unavailability of Pig for a Pig roast: This is a very rare situation (has not happened yet), but it may pop up if we do this long enough. Remember, we don't raise pigs so we are 100% reliant on the supply chain. Our suppliers occasionally have "situations." Normally, when dealing with grilled food (Chicken Breasts, Ribs, Burgers, Hot Dogs), there is several sources of suppliers, so emergencies and workarounds are easier to deal with. But when dealing with a whole pig, supply options are limited. We currently have only one untested workaround if the supplier simply does not have one, despite our order. We cannot run to the Costco or Sam's for this. (Of course, you can bet we will be calling every butcher and farmer in the Area if this situation emerges.) In addition, Human Health and Safety issues may pop up, similar to the beef concerns and recalls with Mad Cow Disease. If this rare situation ever presents itself, our work-around is the equivalent poundage of Whole Turkeys, Whole Chickens,

Top Rounds of Beef, and Pork Shoulders, etc. (Also depending on availability). The point is that although this may be a huge disappointment for all of us: 1.) We are acting in Good Faith. 2.) We are going to come through with the best possible workaround to feed your guests, and we will coordinate with you to the greatest extent possible. 3.) A \$200.00 Rebate will be given for the disappointment.

Quality of Pigs for a Pig roast: We purchase the freshest Pigs from the most reliable, inspected/licensed vendor possible. Pork varies greatly in leanness. A lean 100lb pig can feed 80 people for one roast, and a fatty 100lb pig can only feed 50 people for the next roast. The amount of guests a roasted pig can feed is also highly dependent on what else is being served. All "head count fed" estimates are estimates only! The leanness of the pig is out of our control. The only thing I can do is try to arrange for a large enough pig to feed everyone properly, despite the worst-case scrap situation. We cannot be held responsible if the Pork runs out prematurely.

Weight of Pig: Per the negotiations and contract, the client selects an approximate pig size that best suits the needs of the event. This is the "dressed weight" (meaning cleaned & gutted). This is an estimate and an estimate only! There is frequently a difference between what was ordered, and what is actually received. A "100lb Pig" order can result in anything from 90lbs to 125lbs. If the pig weight is below the target weight, we can add a pork shoulder or two to compensate. If the pig is significantly larger than expected, it is optional to keep that extra poundage. Larger pigs take longer to roast. If the pig is larger than expected, no additional charges will be levied for the extra roasting time or weight. Similarly, no rebates will be offered for reduced roasting time associated with underweight pigs.

As described above, there are no guarantees that the head count will be adequately fed from a pig roast package or a roast package.

Directions: We use GPS & MapQuest to navigate to your address. If other visitors to your residence have had problems using these resources, please make us aware of them. If you have an unusual situation, or preprinted maps/directions, or even Email-able direction files or image files, please forward them! <thedepotrestaurantnv@gmail.com>. We need this info as early as possible so we can disseminate to staff, which may be traveling to your event separately. Email preferred. Poor directions have potential to result in a delay in food service, missing staff, etc... Which directly affects quality of food service, and can become a major disaster? ("Delays of Food service" has its own section in this document). The best routing has the least amount of hills (for towing purposes) and is legally navigable by are trucks and trailers.

Digital Images: Emailed Digital images of your yard/driveway and choices of food service areas are critical for logistical planning. Please send to <thedepotrestaurantnv@gmail.com>.

The Day of Event (Setup) and the Host's Availability:

It is important that you or your clearly identified designee is available during our arrival and for some of the initial equipment setup stages. This is extremely important to make sure that we are setup properly for your event. (Once the setup is established, it is extremely difficult to reorient and move equipment to a different location). This person should know where the electrical service should come from, and where the potable water source is, and how to turn them on (have the keys, etc.). In addition, this person should be able to move cars, and help sort out any problems, etc. This person should give us a quick orientation of the job site (bathrooms, parking, rules, etc.). If you or your designee are NOT THERE during setup, then we will set up the equipment the way we deem best...and that is the way it will remain.

SETUP LOCATION CHANGES:

You are paying for ONE EQUIPMENT SETUP and ONE EQUIPMENT BREAKDOWN ONLY. If we have to Setup/Breakdown more than once, you will be assessed an additional "setup/breakdown" charge, which is a minimum of \$300.00 (more depending on circumstances).

Whom We Answer To: We will answer to the host only, or a clearly identified designee. (This pertains more towards events at public venues, or corporate events). All too often, unidentified people come at us during setup with alternative direction other than what has been initially coordinated. Halfway through unloading, somebody says, "You have to move!" This is why YOU or your designee should be there to handle these people. We repeat again that you will be assessed an additional \$300.00 fee if we have to set up and break down more than once. If spousal disagreements and arguments erupt, in general, the one that called us, coordinated with us, and who is named as the POC on the contract, is the one we will answer too. If onsite security or police are present, we obviously answer to them.

Setups: All services are performed within 50' of the truck/trailer, unless arranged in advance during the event negotiation process. Upon arrival to the event location, it may be determined that the host's most desired spot may be unworkable or inaccessible. We will then set up and perform all services within 50' of the truck/trailer, even if it's in the street, on the front yard, or at the nearest possible supportive spot. DEPOT Staff will make the final call on all setups.

Unusual Logistical Circumstances: All services are performed within 50' of the truck/trailer, unless arranged in advance during the event negotiation process. If services cannot be performed within 50' from the truck/trailer, then it will be considered an "Unusual Logistics" situation, and additional fees will apply (normally to cover additional manpower or the additional workload). "Unusual Logistics" situations are not only about the work involved, but it touches on Safety. When the serving area is separated from the cooking area, a highly trained person must be present to monitor both areas...aside from standard operations; we must keep nosy guests and children from hurting themselves on the hazardous equipment. We cannot leave the roaster unmanned or out of sight due to safety concerns. We will ultimately make the final call on all setups.

Unhitching Fee: We do not unhitch the truck from the trailer, since we need constant access to both for the duration of the event. In situations where the host misrepresented the event as "Standard Logistics," but the event is really an "Unusual Logistics" situation, the host will be billed accordingly.

The During/After the Event and the Host's Availability:

It is very helpful if you (or your clearly identified designee) be available throughout the event to answer quick questions, or if need be, resolve unexpected problems. Also, near the end of the event for closeout coordination (i.e. Leftover handling, spent charcoal handling, garbage handling, final payment, turning off utilities, locking up, moving cars, etc...). If you are not available, we will do the best we can, but your guidance will insure the best results.

Host/Guest Provided Food/Beverage: Host Provided Foods are NOT supported by the DEPOT. If you or your guests would like to provide additional foods, please do so on tables set up AWAY from the DEPOT PIG-ROAST set-up. Please support with your own paper/plasticware and serving utensils, and safe holding apparatus. In no way should host/guest-provided food or beverage be confused with DEPOT PIG-ROAST food & beverage. The reason for this stance is that the quality of the food/beverage and its presentation MAY BE poor. Often the details of the temperature "holding" have not been fully worked out, which may further jeopardize guest safety or otherwise detract from the primary food service efforts. Separation of equipment minimizes confusion and loss. Bottom line is that we do not have proper control of host/guest-provided menu items, and it has potential to paint us in a bad light.

DEPOT will not be held liable for your knowledge and application of food safety or lack thereof. DEPOT food & service follows strict food safety guidelines and maintains necessary licensing and certifications. DEPOT will not be held liable for foods at your event that are not provided by DEPOT. The combination of aforementioned foods alone releases us from liability at your event. Once food transfers from our hands to yours, it becomes your responsibility and liability. Please take care to handle your foods and leftovers with care.

Host Provided Paperware/Plasticware & Tablecloths: This is a close sister to the above paragraph on "Host/Guest Provided food/beverage." Many hosts have a color scheme or themes in mind to celebrate a special occasion. We do allow the host to provide their own tablecloths, plasticware, or special paperware, and all other needs of the tables. In addition, we will even factor in a discount into the cost of the event. (Guidance provided under guidance section) If you have selected this option, then all materials should be presented to us shortly after our arrival so we can dispense it at the event without needing to track you down... or give you plenty of time to resolve shortcomings. If your items do not meet the standards in the guidance you have been provided with, then we may have to use the standard stuff we carry by default. In such a rare event, we may need to re-assess the discounts given.

Hired Hostesses/Staffers: Hired staffers or hosts should not alter the DEPOT setup in any way. This is why we establish our own operational zone, and ask that host/guest provided foods be set up elsewhere. They ARE NOT to rearrange our paper goods or plastic ware "to make it prettier." We do not want them to tear open all the bags of chips to put them into wicker baskets 4 hours before serving time. They are not to raid our supplies of paper/plasticware (usually tearing plastic bags so they cannot be used again) to support host/guest provided items (cakes, desserts, etc.) Please provide your own.

Control of Guests & Kids: We usually clearly mark the food service work zone in an attempt to keep guests out. (Yellow tape, table arrangements, other natural barriers, etc.). We cannot have guests milling around in the food service zone, as it can be a safety issue, or at the very least, a distraction. Uncontrolled children especially will not be tolerated due to the extreme dangers in and around the food service equipment (burns, cuts, etc.). This extends to people (not necessarily children) horsing around (playing catch with footballs, Frisbees) near the food service, vehicles, etc. Normally, a polite reminder is all it takes to resolve an issue. If that does not work, we will ask the host to resolve it. If THAT does not work, then food service will be halted either temporarily or permanently with no rebates/refunds. Parents and hosts are reminded to keep small children from playing with or wasting food products. Kids sticking their unsanitary little fingers right from their dripping nostrils into the food is a food safety issue. Please resolve these types of problems before they happen, so we do not have to.

Control of Pets: Roaming Pets are NOT tolerated in the food service work zone, from the time we arrive to the time we depart. The fallen bits of food are a frequent attraction. Operations will be halted completely until pets are removed from the area. This is a frequent source of **extreme** aggravation, and it is an issue that **MUST BE RESOLVED!** We realize that you consider your pets to be family members, but to us, they are nothing more than a potential visit to a Burn Center or an Emergency room. We are carrying boiling hot liquids, running around with knives,

working with red-hot roaster components, and are usually in a rush. Pets are a safety hazard and a sanitation hazard (drool, slobber, hair, parasites, etc.). . Please take care of this before it is a problem. PLEASE! First step: We ask nicely. 2nd Step: We will leash your pets. Third step is termination of services with 100% billing expected. **PLEASE BE PRO-ACTIVE, PAY ATTENTION AND CONTROL YOUR PETS!**

Drunken Guests & General Harassment: Often, drunken guests are part of the event landscape. This in itself is not a problem, and can actually be rather amusing...but drunks and food service are sometimes incompatible. Sometimes, a belligerent guest decides to harass the crew, or feel they have rights to enter the food service work area. Our first step will be to call this to the attention of the host, to ask that the situation be controlled. If the situation is not adequately controlled, then our reaction will be to temporarily cease food service (with the intent to diffuse the situation). Extreme situations may call for complete termination of food service and calls to the police. There will be no compensation to the host for services terminated in this situation, or any situation that involves harassment. Let's not let it get that far! Nobody wins.

Food Safety & Sanitation: We are at your event as the caterer, in charge of serving food according to the Safe Food Handling Guidelines set forth by the IA State Dept. of Health. We maintain a Food Service License and a Certificate of Sanitation, with the Iowa Dept. of Health. We make the final call with respect to the serving and handling of any food product, and the final disposition of any leftover food products. We will not ever knowingly serve (or leave with the host as "leftovers") a potentially hazardous food item that may be of questionable safety. We will, to the best of our ability, correct any situation that may result in a breach of food handling safety. This may include NOT serving a specific menu item even though it was in the contract (with compensation to the host).

Electrical:

For trailer lighting, and scene lighting (night jobs), electrical service is required. (Normal house current 15-amp circuit, 20 amps if possible. GFCI Protected preferred). Although we orient cords over/under/around high traffic areas as best as we can, some layout situations force the need for cords to be in the way. We will do everything in our power to minimize tripping hazards. It is ultimately the host's responsibility to insure that the path we chose for our utilities meets your safety needs. We will not be held responsible for personal injury to the host or guests caused by the placement of electrical cordage. We will not be held responsible for damage caused by electrical cordage. Furthermore, we will not be held responsible for any damage (fire or other) caused by the use of the electrical service. The host will be responsible for any damage to electrical cordage caused by neglectful or malicious acts by the host/guests (example: Driving over cords, Lawnmower use, and other acts of negligence).

Potable Water/Water Usage

Running water is mandatory to support DEPOT events. We usually use a standard exterior hose faucet, located as close to the food service area as possible. We carry potable-water-approved RV hose, and a mobile "Field Sink" station, which is continuously used throughout the event, to maintain sanitary food handling. Although we orient hoses over/under/around high traffic areas as best as we can, some layout situations force the need for hoses to be in the way. We will do everything in our power to minimize the tripping hazard. As with the Electrical Cordage, it is ultimately the host's responsibility to insure that the path we choose for our utilities meets your safety needs. We will not be held responsible for personal injury to the host or guests caused by the placement of water hoses, resultant spillages, or leaks. We will not be held responsible for damage caused by the use of and the runoff of the dishwater (which is simply drained onto the lawn/driveway/street). The host will be responsible for any damage to water hoses caused by neglectful or malicious acts by the host/guests (example: Driving over hoses, running over them with lawn mowers, etc.). DEPOT assumes the provided water sources are potable, and will not be held responsible for damages/injury/sickness caused by Non-potable water sources provided to us. DEPOT may be forced to modify, or cease operations (with no rebate or refunds) if a "No water" condition persists, due to safety and health reasons.

Use of Onsite Kitchens (Residential or Commercial):

In the rare event that we ask to use onsite facilities (Ovens, Dishwashers, sink systems, refrigerators/freezers, etc.), please give us an orientation, and bring to our attention any special usage instructions. Our goal will be to leave the kitchen in the same or better condition than it was found. We will make all attempts to clean anything we dirtied. Put away anything we took out. Generally, to treat your facilities the way we would want it to be treated if it was OUR FACILITIES. (Counters free of debris, floors broom swept). However, please be advised, that we will not be responsible for messes that we did not cause. (If the kitchen was a disaster before we got there, we are not going to make it spotless). If we used your equipment, we consider it the host's responsibility to double-check us, to insure that everything was shut off properly upon our departure. DEPOT will not be held responsible for damages/injury caused by improper shutdown or use of kitchen equipment or services.

Parking & Logistics: Generally Speaking, we need parking for a 16' full-sized pickup truck or Van and an accompanying 20' enclosed dual axle trailer (vehicle sizes may vary). Parking done within 50' of the food-service area, near the utilities, on a large, level paved area. Continual, rapid access to the truck/trailer during the event is critical, so we do not unhitch the truck from the trailer, nor do we drop off gear and move vehicles elsewhere. (See "Unusual Logistics" Section for more details). This area should be as free as possible from tripping hazards such as rocks and stumps. The level area is important to keep tables sturdy, and for the steam tables to

work properly, but slight grades can be worked with. The trailer and truck weighs roughly 7 tons when full, so muddy, soft spots are bad news...paved areas like a driveway work best, but are not necessarily required. Lots of vehicle maneuvering room is mandatory.... (Another reason you should be there early during the setup/breakdown...to move cars out of the way). For very large events, we may bring several trailers and preposition them the day before. We also need parking for any additional vehicles used to support your event, but they do not necessarily need to be near the foodservice area.

a. Event Site Access: Extremely steep, narrow, curvy driveways may not be navigable and may force us to perform services in less than desirable spots, such as near the street or front yard. Vehicles will not be pushed into extreme service to satisfy the needs of an event. Driveways with low overhanging tree branches can also force us to park in less than desirable spots. Billing is based upon all services being performed within 50 feet of the truck/trailer (Normal Logistics). When DEPOT staff determines that the best approach is to perform services at greater distances from the truck/trailer, workload is increased dramatically. This is considered to be an "Unusual Logistics" situation. If "workaround" arrangements force unusual logistics, additional manpower may be called in. "Unusual Logistics" fees will be added to the final bill.

b. Driveways/Paver Stone Surfaces. Unusually hilly driveways or unusually steep driveway aprons can be scraped/gouged by the hitch apparatus. We will not be held responsible for damage caused to driveways by the hitch apparatus. We will also not be held responsible for stains or permanent marks caused by fallen food, grease drips, or damage caused by hot roaster or grill components. Also, as mentioned earlier, we do not unhitch the truck from the trailer.

c. Lawn: Preference is to set up the foodservice on a level paved area. If this is not possible, then flat areas will suffice. It is not desirable to be on mud, bare dry dirt, or sand because it migrates into the various containers, and sometimes into the food. It also triples the cleanup, and additional cleaning charges may be assessed. Lawns should be not overgrown, preferably recently cut. We assume no responsibility for damage to landscape, but we will be as careful as we can to avoid damage. Expect the immediate food service areas' grass to be a bit trampled, and hot roaster components to scorch grass.

d. Mud: If situated in a spot prone to mud, and rain occurs, DEPOT retains the right to assess additional cleaning charges. DEPOT will not be held responsible for damages to lawns caused by vehicles getting stuck in the mud, and the resultant destruction that will follow to extract the vehicles. The host will be responsible for towing charges resulting from "stuck in the mud" situation on the host's property.

e. Sand: DEPOT retains the right to assess additional cleaning charges for any jobs performed on sand. Since Sand is 10x more difficult to work on, additional manpower will be hired.

f. Slopes: We cannot operate on steep slopes. Extremely non-level surfaces are incompatible with table setup, steam table operations, roaster/grill operations, and safety in general. Equipment carrying down/up huge slopes will be considered an "Unusual Logistics" situation, and will result in additional fees.

g. Shrubbery/Trees. We reserve the right to trim any overhanging branches or shrubbery that gets in the way of food service or logistics, or "litters" on food.

h. Decks. Setups are ill advised on decks. Grills and roasters should never be set up on decks, since charring, staining, burning, and melting can occur. Fallen bits of pork and spilled grease can permanently stain decks. We are not responsible for damages to decks. And "unusual logistics" charges usually apply for job performance on decks.

g. Vinyl Siding: Under no circumstances should grills/roasters be set up near structures, particularly those with Vinyl siding. The extreme heat from roasters/grills, thrown by the wind, can easily deform an entire wall of siding. In the event the host demands non-recommended spots for setup, then we will assume no responsibility for such damage.

I. General Setup: Our goal is certainly to make the host happy and comply with suggestions. However, there are many factors to consider, including safety, food-handling safety, reduction of tripping hazards, vehicle placement concerns, and workflow. As such, we retain the right to have final say on any event setup.

INCLEMENT WEATHER:

DEPOT's intention is to operate rain or shine. The host is highly advised to have a backup plan for rain! The Host is required to provide adequate rain cover for the food serving tables (or

"tentage") in the form of professional grade tentage/canopies properly staked and safe against the high winds. Alternative coverage can be in the form of covered pavilions, open garages, or banquet halls. The host's understands that their choice to NOT provide adequate rain protection for the front line serving tables is the cause for weather-related non-completion of services.

Guidance for logistics/inclement weather can be found in the guidance section. We will provide one 10x10 EX-UP canopy for the coverage of the roaster/grills, free of charge. DEPOT carries and can provide semi-adequate tentage for the food service area (for light rains only, not for extreme weather), but additional billing will apply for the additional service. This may include additional manpower and/or vehicles necessary to transport the canopies. We are not obligated to provide tentage service.

The backup plan for rain often forces DEPOT to set up under canopies that are typically NOT located 50' from the truck/trailer. This presents us with an "Unusual Logistic" situation, which has been discussed under the heading "Unusual Logistic Situations" above. DEPOT retains the right to add Unusual Logistics charges to the final bill when backup rain plans force the need for additional resources. The final bill will be adjusted to reflect all additional services and costs caused by inclement weather situations, to include fees associated with tentage, manpower, and resources.

Regardless of the gloomy forecast, until otherwise directed, we must continue with preparations and planning per the original plan. Inclement weather is not our fault, nor will we assume financial hardships because of it! No compensation will be made towards "no show" guests. We will attempt to operate "rain or shine," but will not operate under extremely dangerous weather conditions. High winds & gusts create an extreme safety hazard with canopies, and will either not be erected, or will be taken down immediately. (The host will not be charged for DEPOT Canopies removed due to extreme weather conditions).

Once we are en route, Billing is 100% of the contracted fees, even if the extreme weather precludes us from performing all services. There will be no refunds. All contracted fees and payments, per the original contract, will be expected to be made. If services cannot be performed due to extreme weather, then the unused food will be surrendered to you if you have safe holding facilities, otherwise, food will be removed with no refunds. Rain dates are not scheduled "On-The-Fly" (see below).

Parties are billed with ONE set-up and breakdown only. If we have to break down gear, and set up again at a new location, you will be charged an additional \$300.00, and delays in food service may result, which we will not assume responsibilities for. Better to have a rain location arranged ahead of time, and direct us to it upon arrival.

Rain Delays: The contracted food service time per the original contract will be adhered to. We are not responsible to "stay an hour later" if it rained for an hour during your planned food service.

RAIN DATES:

Schedules are densely booked months in advance. Therefore, the whole idea of "postponing until the next day, next weekend, etc." 'On the fly' is simply NOT an option. However, under special circumstances, we may work with a host to establish a formal "Rain date Package" well in advance of the event. The "Rain date Package" will include all costs associated with the worst-case situation. The rain date package will be presented in contract form with an Accept/Decline expiration date, during event negotiations. Be advised: The rain date package that was once presented during event negotiations will likely not be available after the initial "accept/decline" date. The "Rain date Package" will include a "go/no-go" decision point, commonly 4 PM the night before the event. It will be the host's responsibility to maintain contact with us for that decision point, or the default decision will be made to proceed with the original date. If the rain date package is contracted, but the decision was made to proceed with the original event date, then there will be no compensation or rebate to the host. The "Rain date Package" is a binding agreement to which you are fully responsible. If the rain date is rained out, sorry. You are responsible for all fees associated with the original and rain date package, per the contract.

HOST CANCELLATIONS:

-Non-Refundable Booking Fee (NRBF) received by DEPOT 5 calendar days from "Verbal OK" or date is considered "open" to other bookings.

-50% Total Event Cost and Signed Contracts received by DEPOT 21 Days* (or more) before event or risk of job termination with no refund of NRBF.

[50% Total Event Cost = NRBF + Payment #1].

-Host Cancellation between 21 days* of the event and 5 days** of the event: 50% of Total Event Cost (Payment #1 + NRBF) forfeited in total.

-Host Cancellation Within 5 Days** of event: 100% billing due within 5 days of cancellation. This includes Inclement Weather or Pending Inclement weather cancellations.

HOST POSTPONEMENTS:

-Host Postponement 21 days* or more prior to event: NRBF may be placed towards new date, if available, otherwise, NRBF forfeited in total.

-Host Postponement within 21 Days* of Event: Considered a "Cancellation." See above.

(* & ** actual dates are delineated in the contract)

UNEXPECTED DELAYS OF FOOD SERVICE: We are acting in good faith to deliver quality services on time, per the contract. However unplanned delays en route are possible due to (but not limited to) various unplanned stimuli: Extreme traffic tie-ups, vehicular breakdowns, motor vehicle accidents, poor host provided directions, un-navigable roads/driveways, as well as: Acts of God, Acts of Nature, Natural Disasters, National Emergencies, Terrorist Attacks, Health Emergencies, Acts of War, House Fires, Facilities Disasters, etc. A delay en route can have significant impact on the contracted start of food service. All possible attempts will be made to communicate arrival status to host, if proper day-of-event contact numbers have been exchanged.

-Delays directly attributable to an action or failure of a host: (Examples are, but are not limited to unworkable event locations, resultant changes of locations, or host not being onsite upon arrival to accommodate setups). Up to 1 hour will be accommodated penalty free. Delays of 1 hour or more may result in additional billing. Delays of 3 hours or more will be considered a Host Cancellation. See "Host Cancellation" above.

-No Fault Delays (Not Including Inclement Weather Issues Discussed in the "Inclement Weather" Section Above): If the delay is neither the fault of the caterer or the host (such as in the case of the unplanned stimuli listed above) then the food service will be initiated as soon as physically possible- with no financial penalties borne by either the Caterer or Host. Up to a 3 hour delay will be accommodated and tolerated with no financial penalties borne by the host or the caterer. Delays beyond 3 hours, the host will be offered a choice between "No-fault DEPOT Cancellation" (see below) or acceptance of the modified service.

-Delays Caused by Caterer: A Delay of up to 1 hour will be accommodated Penalty Free. Delays between 1-2 hours will result in a 20% reduction in the total job costs, Delays between 2-3 hours will result in a 30% reduction in the total job costs for the inconvenience, but the job will proceed. If the Delays are longer than 3 hours, the host may consider this a DEPOT Cancellation WITH Penalty. (See Below).

-Pig roasts Specific Presentation Delays: Pig Presentation time is an Estimated Target, NOT A GUARANTEE. We strive to be "right on" and are excellent at meeting planned presentation

times. Delayed Presentations only make our day longer, so it is in our best interest to be on time. However, outdoor ambient temperatures, rain, roaster temperature variances can affect roast times, EVEN IF PLANNED ARRIVAL TIMES WERE MET. It is therefore understood that presentation delays up to one hour are common and expected. Up to one hour the host, penalty free, will tolerate delay. Compensation of \$200 will be given to the host if the presentation is delayed up to 2 hours. Compensation of \$300 will be given to the host if the presentation is delayed up to 3 hours.

-Host Requested Delays: We are frequently asked to hold up food service due to the lateness of other entertainment service providers and other general poor planning by the host (includes "late guest" situations). Delays of up to a half hour are often accommodated without charge. Delays beyond that (if they can be accommodated at all!) Will be subject to additional charges of \$100/hour.

DEPOT'S CANCELLATIONS:

DEPOT can cancel a contract up to 21 days before the event with no penalty. (Date delineated in the contract). 100% of all fees will be returned to the client. However, if DEPOT is forced to cancel within 21 days of the event, you will receive a full refund for any fees/booking fees remitted plus an additional penalty of 20% of the total job cost for the trouble caused, not to exceed \$800.00, and is subject to the clause below marked "*Cancellations that DO NOT qualify for Penalties". Cancellations are not something we plan on doing, and will work very hard to avoid this. We understand the hardships that this may cause, and will exhaust all workarounds possible to do damage control. Cancellation is likely caused by a major catastrophe. DEPOT will not be held liable or responsible for any hardships, damages, fees, or fines beyond the full refund and the Penalty*. No food will be surrendered if full refunds and penalties are remitted to the host.

*Cancellations That DO NOT qualify for Penalties: Acts of God, National Emergencies, Natural Disasters, Acts of Terrorism, Roads/Bridges/Driveways Being Un-Navigable or closed, Motor Vehicle Accidents, Motor Vehicle Breakdowns, Acts of War, Forced Facilities Closures (to include Dept of Health Shut-down or other disasters), House Fires, Sickness/Illness of Edward Zuckerman, Death in the immediate family of Michael A. Spurling, and other extreme circumstances that are out of the control of DEPOT or it's proprietor, Michael A. Spurling. In the event of such a situation, it will be considered a "No Fault" cancellation, where a full refund of all payments will be remitted to the host.

Duration of Food service: If our contract defines, the start and end time for food service, then the food service will be available for this entire window of time only. If the contract says, food service ends at "6pm," we will adhere to "6pm!" Please understand that our job is not over when

the last burger has been flipped: We usually have another 6-10 Man-hours of work after we leave your event. The crew often have commitments after your event, and very often, we are ramping up for the next day's event.

Pig roasts packages usually serve for 1.5 hours before people have had their fill. We may leave the food out longer during the clean up.

By the way, the "Breakdown" is not necessarily a "point event." It is a "process" that happens throughout the entire event. We respect the contracted foodservice window. Food service is not over, just because certain tables are being folded up, or the overall setup has become slightly sparser than when it started. This is just using time as efficiently as possible.

Equipment Loaning: Equipment is not left with the host under any circumstances.

DEPOT Staff/Crew:

1. It is understood that all staff at your event as workers, and therefore are not considered part of the "paid" head count of guests.
2. Eating/Drinking: DEPOT crew will be allowed to partake of all food service items and (non-alcoholic) beverages, to include DEPOT and Host/guest provided items, during their meal breaks. (Lunch/beverages are normally provided for DEPOT staff). DEPOT Staff will be asked not to indulge in anything that is particularly expensive, or in short supply. Before the actual food service is initiated, the crew will be given the opportunity to have a meal, so that they are not hungry during the event. Periodic breaks will be given.
3. Staff & Alcohol: Often, a host's event will have an open bar/keg/beer, etc... Please DO NOT offer alcohol to the staff during/after the event. Although we appreciate your generosity, please understand the situation: Staff are working around hazardous equipment. They need to work efficiently for several more hours, perhaps even be responsible for the careful driving of vehicles/trailers home. When staff are operating with a buzz, the risk increases for broken equipment and injury. Efficiency drops way down, and they no longer want to work... In short,

alcohol has proven to be nothing but bad news and is incompatible with professional food service.... So, THANK YOU for trying to be nice, but THANK YOU EVEN MORE for respecting are position. Just please understand that there is a critical need to maintain a smooth, safe, professional operation at all times.

4. DEPOT staff are there to coordinate and manage your food service. We are not there to: decorate the hall, inflate balloons, run to the liquor store, clean the bathrooms, unfold your chairs and tables, wrap gifts, lift beer kegs, shovel snow, cut lawns, pick up Grandma from the Train Station, fix broken steps, replace broken light bulbs, etc... That said, in our down time, we are willing to give you a hand here and there...but our priority is smooth, on time, professional food service.

Professional Attitude

1. All problems should be brought to us directly, or to the Crew Chief onsite. If Michael A. Spurling is not present, and the problem is not resolved thru the Crew Chief, please contact me on my cellphone. 515-664-4265.

2.. If there is any breaches in professionalism, please let us know. We really do want to run a professional operation, and your observations are important.

Safety

We try our hardest to provide a safe environment for are workers and all event guests. Please bring to our attention immediately anything you feel is unsafe for either the staff or guests.

Serving Indoors

Generally, all services are performed outside, within 50' of the truck/trailer. Pig Roasts are better served outdoors due to the fallen pork bits, and grease drippings. Moving the roaster grate through thin doorways can also leave dings and dents. If the host decides that indoor service is mandatory, then DEPOT will not be held responsible for any damage to the floor or walls, caused by dropped food, grease stains, burns and scorch marks, or dents or dings from the moving of equipment. This includes all types of flooring, including rugs.

Garbage/Cleanup

Several heavy-duty trash bags are left with the host for disposal. If recycling is necessary, the host must provide recyclable containers. If upon our departure, if you would like us to place the garbage somewhere specific, please inform us, and we will comply. We highly recommend storing the garbage bags in sheds or garages to keep critters from tearing the bags open overnight. Garbage removal is not an option, unless coordinated at the time of contracting. (May result in additional vehicles). Our responsibility is to clean up the immediate food service area only. We are not responsible to police the rest of the event grounds. We are not responsible for clean-up of garbage bags, torn open by critters after we left.

Charcoal/Grills/Water:

DEPOT has no physical means to safely transport the spent/active charcoal at the end of the roast for safe disposal. The charcoal must be disposed of onsite. DEPOT has no means to monitor safety of the spent charcoal after we have vacated the event location. This is the responsibility of the host.

There are several approaches DEPOT takes for the disposition of this active charcoal, which represents what we feel to be the safest possible solution to a known hazard. They are:

- 1.) We will dig a shallow hole in a location on the property where the host suggests. We will empty the active charcoal into that hole. The active charcoal will then be covered with earth/rocks as much as possible. The active charcoal may also be doused with water, as long as ash will not drift into the party. Dousing is optional as it can be a safety hazard to the staffer, and is dependent on a close source of water.
- 2.) The active charcoal will be left in a host-provided metal container (galvanized garbage can, wash tub, etc.). The container will be put in the safest location that the client suggests. The charcoal may be doused with water, as long as ash will not drift into party. Dousing is optional as it can be a safety hazard to the staffer, and is dependent on a close source of water.

The Host takes full responsibility for any damage or injury that may occur from their suggested charcoal storage spot, to include scorch marks on driveways, paver stones, lawns, structures, shrubbery, melted vinyl siding.

The Host understands that any active charcoal is an extreme safety hazard and will take full responsibility for all aspects of safety; safe handling and disposal from the moment DEPOT employees vacate the event site. This includes for all injury or damage from pets and children who may burn themselves from either option listed above. This includes monitoring the charcoal for fires that may erupt. This includes any collateral damage from the placement of the charcoal/bucket to include scorch marks on driveways, paver stones, lawns, structures, shrubbery, melted vinyl siding, etc. This includes safe handling and disposal of charcoal

afterwards, to eliminate potential for injury and damage. The Host, in essence, is fully responsible for all issues pertaining to the disposal of charcoal.

Charcoal Safety Recommendation: Before final disposal, all charcoal should be doused with copious amounts of water, and stirred until it is completely saturated. **BEWARE:** Ash may erupt from the Active charcoal, and may result in injury. Spent charcoal, even when doused, should never be stored indoors. Keep children and pets away from all active charcoal.

Food Underage's (Grilled Food Events): Our goal is to not run out of any planned menu item and we try to plan accordingly based on the supplied head count. Despite the best planning, an item or two may run out early. This situation will NOT be considered a breach of contract. The quantities of food are delineated in the contract so the host knows what is being brought. If the host wants to increase quantities, then we can accommodate with additional billing at the time of contract preparation, and up until pickup of supplies. Once onsite, we do not normally have the ability to "go shopping" for additional products.

Food Underage's (Pig Roast Packages): Depot's website provides "for advice only" head count guidance and edible yield poundage for roast packages based on experience. However many factors can influence the number of people who will be adequately fed at an event. 1.) The other foods that a host provides can "stretch" the head count that a package can adequately cover. 2.) The demographics of a crowd can be different (Frat boys will consume more than dieters). 3.) The leanness of a pig can dramatically affect the edible yield. It is for these reasons that DEPOT makes no claims or guarantees whatsoever that any roast package will adequately service your head count. We will only bring what's delineated in the contract, and hope the host has planned food quantities properly, taking into consideration all of the above. In other words, it is the host's responsibility to order the package (and plus-ups or extra items) that suits their needs.

Leftovers/Food Overages: All leftovers are the property of "DEPOT" and will be disposed of as we see fit. We are under no obligation to surrender any food item whatsoever. Contractual obligations are fulfilled if the foodservice has been made available either for a specific contracted foodservice time window, or in the case of pig roasts, roughly 1.5 hours of service. We try hard to predict quantities accordingly. Leftovers are not surrendered in the wake of "No Show or late Guests." We typically bring overages of supplies; just to "make sure" we do not run out. (Please do not make the blanket assumption that you "own" all the food we brought to the event location, stored under tables, in coolers, or hidden in trucks/trailers). We never surrender leftover paperware, plasticware, condiments, charcoal, lighter fluid, or any food items or supplies that are generally re-useable, raw, unopened, or still frozen.

That said, we will often leave leftovers, particularly anything that was presented on the food presentation tables. Leftovers surrendered to the host is done at our discretion and are generally based on what we feel to be safe and sanitary food handling practices. We will not leave potentially hazardous food products if there is any potential whatsoever that the food will be improperly stored and handled by the host or if there is a potential for unwholesome foods to be consumed later. Leftovers will only be surrendered to the host if the following conditions are met:

- 1.) Properly operating, active Steam tables/sternos to keep the food hot, with somebody to monitor the status of the Sternos.
- 2.) Generously iced coolers with adequate space for rapid cooling.
- 3.) Open space in refrigerators and/or freezers, and such that the apparatus will not be overwhelmed with hot foods.

The Host assumes all responsibilities associated with (leftover) food products surrendered to the host. This is to include all damages and illness to host/guests/family, associated with the handling of, the serving of, and the re-serving of such leftover food items. A signed "Leftover Waiver" is requested from the host. These food items are no longer under the control of DEPOT, and as such are no longer deemed safely handled.

We generally do not make provisions for "Post Event" food service. If you have another 40 people coming after our scheduled departure, you are in a better position than we are to buy, safely store, and provide grillables such as burgers/hotdogs, or other items.

Special Considerations for Public Facilities/Stadiums/Picnic Groves/Parks: If your event is held in a public facility or park, **YOU ARE RESPONSIBLE FOR OBTAINING ALL PERMITS**, including "open fire" permits, "occupancy" permits, parking permits or passes, event insurances, and coordination with facility parking managers, etc. **YOU ARE RESPONSIBLE TO COORDINATE WITH THE FACILITY**, especially if you expect food service to be near any specific areas, such as bus parking areas. If food service is suspended, delayed or cancelled due to the demands of onsite parking staff, management, police, owners, etc., (ultimately your poor planning), there will be no refunds or other compensation. **Reminder:** If we are required to break down and set up equipment more than once, a minimum \$300 charge will be assessed (More if there is more equipment!). **Reminder:** Running water is a requirement for safe food handling. It is the host's responsibility to coordinate access to the water/electric facilities (or make prior arrangements with us to compensate for the shortcomings of the venue). **Reminder:** We answer to the host that hired us, or a designated appointee, not to random people who present themselves in positions of authority.

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As you can see, this has become a compendium of everything that has either gone wrong, or may potentially go wrong in mobile catering. I hope that this increased your understanding of what is involved, and has resolved problems before they have a chance to become a problem.

Running an event is not something a robot can do. It is highly improvisational...almost a form of "live art." Think of it as a living, breathing sculpture. Our goals are similar. We both want your event to be a raging success, for your guests to have awesome food, and for you to be happy with our job. The best way to accomplish this is to work together as a team, do not sweat the small stuff, be flexible, and most importantly...remember to have fun at your event!

Signing of the DEPOT contract legally binds you to these policies. It signifies that you have read, understand and will abide by these policies.

Michael A Spurling

The Depot Restaurant LLC