





5. Customer Cancellation. Customer may cancel any of the Services at any time prior to the date of an Event for any reason (a “**Customer Cancellation**”) upon payment of the Cancellation Fee to Ole Miss Dining. The “**Cancellation Fee**” is an amount equal to (a) fifty percent (50%) of the estimated Catering Order(s) charge, if the Customer Cancellation occurs prior to the date notice is due of the final Guaranteed Attendance or (b) one hundred percent (100%) of the estimated Catering Order(s) charge, if the Customer Cancellation occurs on or after the date notice is due of the final Guaranteed Attendance. Aramark may retain any Cancellation Fee from the Deposit or any other amounts prepaid by Customer.

6. Outside Food and Beverages; Unconsumed Items. No food or beverages may be brought into the Facility by Customer without the prior written consent of Ole Miss Dining. If such consent is granted, Ole Miss Dining is authorized to charge for the service of said food and/or beverages and Customer will be liable for the quality and authenticity of all such food and/or beverages. Aramark reserves the right to dispose of any unconsumed or unopened food and beverages at the end of an Event and to restock certain items for subsequent use and not credit Customer for any such items.

7. Compliance with Laws; Alcohol. Each of the Parties will comply with all applicable laws, including local and state liquor laws. Ole Miss Dining will retain sole control over any service of alcohol. Ole Miss Dining in its sole and absolute discretion will cease service of alcohol to any individual who in its judgment should not be served.

8. Displays: Any displays and/or decorations proposed by Customer will be subject to Ole Miss Dining’s prior approval in each instance. Such displays and/or decorations must conform in all respects to applicable law and the rules of the Facility.

9. Owner Cancellation. Customer acknowledges that the Facility’s owner/operator (the “**Owner**”) is not a caterer and the Owner has authority to cancel an Event for any reason, subject to any agreements which may exist between Customer and Owner. In the event of such a cancellation by Owner, the Deposit or any other prepaid amounts will be refunded to Customer and Aramark will not be responsible for any other amounts that may arise from such cancellation of the Event(s).

10. Indemnity; Liability: To the fullest extent permitted by law, Customer will defend, indemnify, and hold harmless Ole Miss Dining/Aramark, Owner, and its and their affiliates and their respective officers, directors, employees and agents (“Indemnities”)

from and against all claims, causes of action, suits, damages, liabilities, costs and expenses or other obligations relating to or arising out of alleged to have arisen out of the Services or a breach of this Agreement, whether or not caused in part by the alleged negligence or other fault of Indemnities. Neither Aramark nor Customer will be responsible for any losses or damages resulting from their respective non-fulfillment of any terms or conditions of this Agreement if such non-fulfillment results from war, riot, strike, flood, or any other act or occurrence beyond its reasonable control (a “**Force Majeure Event**”); provided, however, Aramark may recover its out-of-pocket costs incurred preparing for the Event(s), which amounts may be retained from Deposits and other prepaid amounts received. Each Party is responsible for the conduct of its respective employees, agents and/or invitees if Aramark will have no responsibility for damage to or loss of any of Customer’s or a Customer invitee’s merchandise or property. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF BUSINESS, PROFITS, GOODWILL, CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES. Aramark’s liability is further limited to the amounts it receives from Customer under this Agreement. It is the responsibility of Customer to advise its invitees of the above conditions.

11. Independent Contractor. Ole Miss Dining is an independent contractor. Customer will not have the right to control, and will not control, how Ole Miss Dining performs the Services.

12. Miscellaneous. Any provision of this Agreement determined by any legal authority to be invalid or unenforceable will not affect the validity or enforceability of the rest of this Agreement. No failure or delay by either Party to exercise any right under this Agreement will operate as a waiver of such right, nor will any single or partial exercise of a waiver preclude any other or further exercise of such right. This Agreement (a) constitutes the entire agreement of the Parties with regard to its subject matter and supersedes all prior or contemporaneous agreements, discussions, or representations, (b) cannot be amended or changed, including any Catering Orders, except in writing signed by both Parties, (c) may be executed in multiple counterparts, each of which will be deemed an original, and which will together constitute one and the same instrument, (d) may not be assigned, in whole or in part, by Customer without Ole Miss Dining’s prior written consent and (e) will be governed by and construed in accordance with the laws of the state of Delaware, without regard to its conflict or choice of law provisions. Signatures sent by facsimile or other electronic means will be deemed originals.

Each individual signing on behalf of a Party below represents that (s)he is authorized to legally bind such Party as of the date above.

**CUSTOMER**

**OMD SERVICES, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_



Name:  
Title:

Name:  
Title: