



DATE: April 4, 2024

Agenda Item # 10.4

TO: Gina Roberts, Chair
Finance Committee

FROM: Rebekah Snyder
Director of Community Engagement & Partnerships

RECOMMENDATION: Recommend approval of a Resolution Approving a Contract for Event Catering Services with Relish Catering Kitchen in the amount of \$40,805.20.

STRATEGIC DIRECTIONS SUPPORTED: Communication, Education, and Outreach;
Organizational Sustainability

FINANCIAL DATA: Expenses will be charged to the Community Engagement & Partnerships Miscellaneous Contractual account (11354000-709000) and off-set entirely by revenue from the Preservation Foundation.

BACKGROUND: In 2019, the District and the Preservation Foundation passed resolutions to authorize the establishment of a long-term land management endowment to be held by the Foundation for the benefit of the District and to establish a \$20 million fundraising goal by 2025. The initiative was identified as one of the goals in the Road Map to 2025.

To date, more than \$8.2 million has been raised in cash and pledges toward the \$20 million goal. To launch the public phase of the campaign, a fundraising gala is planned for Friday, May 17 at the Visitor's Center at Independence Grove, featuring Joel Sartore. Sartore is an award-winning photographer, speaker, author, conservationist, and the 2018 National Geographic Explorer of the Year. Net proceeds from the event will benefit the endowment campaign.

Staff recommends that the District enter into a contract with Relish Catering Kitchen to provide catering services for the gala. Effective January 1, 2024, the District entered into a license agreement with Relish, making it the exclusive food and beverage caterer at Independence Grove. Under the license agreement, Relish is given a right of first refusal to provide catering service for District events at Independence Grove, such as the gala, at cost. The proposed contract is for estimated catering services for a 250-person event. The full cost of the contract to the District will be reimbursed to the District by the Preservation Foundation.

REVIEW BY OTHERS: Chief Operations Officer, Finance Director, Manager of Board Operations, Purchasing Manager.

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

**BOARD OF COMMISSIONERS
LAKE COUNTY FOREST PRESERVE DISTRICT
SPECIAL APRIL MEETING
APRIL 9, 2024**

MISTER PRESIDENT AND MEMBERS OF THE BOARD OF COMMISSIONERS:

Your **FINANCE COMMITTEE** presents herewith “A Resolution Awarding a Contract to Relish Catering Kitchen for Gala Event Catering” and requests its approval.

FINANCE COMMITTEE:

Date: 4-4-2024 Roll Call Vote: Ayes: _____ Nays: _____
 Voice Vote Majority Ayes; Nays: 0

**LAKE COUNTY FOREST PRESERVE DISTRICT
LAKE COUNTY, ILLINOIS**

**A RESOLUTION AWARDING A CONTRACT TO
RELISH CATERING KITCHEN FOR GALA EVENT CATERING**

WHEREAS, the Lake County Forest Preserve District (the "District") desires to host a gala at Independence Grove on May 17, 2024 and desires to retain a catering contractor to provide food and beverage service for such event (the "Services"); and

WHEREAS, Relish Catering Kitchen ("Relish") is the exclusive food and beverage service licensee at Independence Grove; and

WHEREAS, the Director of Community Engagement & Partnerships has determined that the Services require personal confidence and has solicited a proposal for the Services from Relish; and

WHEREAS, the District staff, the Purchasing Manager, the Director of Community Engagement & Partnerships, and the Finance Committee have reviewed the proposal and recommend that the Board of Commissioners (i) find that the proposal for the Services submitted by Relish be determined to be the proposal that is most advantageous to the District; and (ii) award a contract for the Services to Relish (the "Contract") in the amount of \$40,805.20 (the "Contract Price"); and

WHEREAS, the Board of Commissioners hereby finds that the proposal for the Services submitted by Relish is the proposal that is most advantageous to the District;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Lake County Forest Preserve District, Lake County, Illinois, **THAT**:

Section 1: Recitals. The recitals set forth above are incorporated as part of this Resolution by this reference.

Section 2. Award of Contract. The Contract in the amount of the Contract Price, and in substantially the form attached hereto, is hereby awarded to Relish.

Section 3: Execution of Contract. The Executive Director of the District is hereby authorized and directed to execute the Contract for the Services in the amount of the Contract Price.

Section 4: Payments. The District Treasurer shall make payments under the Contract only pursuant to and in accordance with the Contract terms.

Section 5: Effective Date. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this _____ day of _____, 2024.

AYES:

NAYS:

APPROVED this _____ day of _____, 2024.

Angelo D. Kyle, President
Lake County Forest Preserve District

ATTEST:

Julie Gragnani, Secretary
Lake County Forest Preserve District

Exhibit No. _____



BEO

Friday, May 17, 2024

Revised 3/7/2024 (5:48 pm)

**Lake County Forest Preserve
Gala-- Quote 1**

Client/Organization Lake County Forest Preserve	Event Date 5/17/2024 (Fri)	Telephone (847) 968-3438	Email korourke@lcpfd.org	Event # IG00021
Address 1899 West Winchester Road		Booking Contact O'Rourke, Katherine	Site Contact O'Rourke, Katherine	Guests 250 (Act)

Party Name Lake County Forest Preserve Gala-- Qu	Sales Rep Colleen LoBue	Theme	Category
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Description	Type	Start	Serving	End	Banquet Room	Setup Style
Hors d'oeuvres Passed	Indoor Event	3:30 pm	5:30 pm	7:00 pm	Audubon Hall	
Food/Service Items						
Food/Service Items					Qty	Price Total
Cheese and Charcuterie Display					250	15.00 3,750.00
Hummus Crudité Display					250	8.00 2,000.00
Passed Hors d'Oeuvres 4 Choices					250	12.00 3,000.00
Parmesan Herb Stuffed Mushroom Caps						
Roast Beef and Goat Cheese Crostini						
Prosciutto Wrapped Melon & Fig						
Fresh Mozzarella Bruschetta						
<BAR>						
* Can Add on Additional Cocktail -- TBD*						
Silver					250	18.00 4,500.00
2 Hours & \$500 Minimum						
Signature Cocktail- The Green Sparkle- 3/7/24						
Each Additional Hour Add \$8 Per Person / Hour						
Absolut Vodka, Tanqueray Gin, Bacardi Gold Rum, Dewar's White Label						
Scotch, Herradura Silver Tequila, Canadian Club Whiskey, Sweet & Dry						
Vermouth, & Triple Sec						
2 Domestic Beers						
2 Premium Beers						
4 Bottled Wines to include any combination of available varietals of your choosing						
Canned Sodas and Chilled Bottled water						

Description	Type	Start	Serving	End	Banquet Room	Setup Style
Dinner Plated		7:00 pm	7:00 pm	9:00 pm	Audubon Hall	
Food/Service Items						
Food/Service Items					Qty	Price Total
Table Wine Service					250	8.00 2,000.00
includes 1 red and 1 white varietal poured for 1 hour						
Plated Dinner Three Entree Choices, One Starch, One Vegetable						
+ 1 Entrée for Dietary Restrictions - Chef Can Create - TBD						
Add Salad Course - Pick 1					250	5.00 1,250.00
Mixed Greens						
with Pomegranate Seeds & Orange Mint Dressing						
Caprese Greens Salad						
Tossed Garden Salad						
Caesar Salad						
Parmesan Panko Crusted Chicken					230	39.00 8,970.00
Risotto and Kale Stuffed Portabella Mushrooms (Vegan)					20	37.00 740.00
GLUTEN FREE						
Sour Cream & Chive Whipped Potatoes						
Glazed Rainbow Carrots						
* Plated and Brought to Table*					250	12.00 3,000.00
Pre -Plated Dessert -						
Mini Peanut Butter Cookies						
Mini Cannolis						
Mini Lemon Bars						

Description	Type	Start	Serving	End	Banquet Room	Setup Style
		3:30 pm	3:30 pm	11:00 pm		
Food/Service Items						
Food/Service Items					Qty	Price Total
<VENUE>						
-Fee Waived - Lake County Forest Preserve Event						
10% Off All Food and Beverage					1	-2,921.00 -2,921.00
French County Chairs - With Cap					250	19.67 4,917.50
Selected on 3/7/24 -						

Podium	1	200.00	200.00
Wireless Microphone with Stand	1	85.00	85.00
(2) Screens & Projectors	1	900.00	900.00
Pipe & Drape	1	1,000.00	1,000.00
Basic Decor Package	1	175.00	175.00
Floating Candles on Tables			
Votive Candles on Windows			
Minimum Charge \$175			
Linens - \$3.25x250= \$812.5	1	812.50	812.50
COLORTBD - Classic Priced In			
Colors discussed at meeting - Jute & Taupe			
Service/Production Fee 22% on Guest Count Above 175 on Food and Beverage Only	1	6,426.20	6,426.20
Gratuity not included, customer's discretion. Recommended 10% of Food			

Notes

-SETUP TASTING -
- Point of Contacts -
Erika, Katherine, Norma

TIMELINE -

Event Begins -5:30 p.m. - 7:00 p.m. Cocktail Hour + Signature Drink (Green Sparkle)
Mix of Highboys and Caberets Outdoors
Weather Back Up - Foyer
7:00 p.m. - Have Pre -Set Salad and Bread Baskets Out for Guests
Opening Welcome Remarks
Show 5 Minute Video
- Begin Serving Plated Dinner (Start with Middle of the Room and Move Towards the Outside)
-Table Side Wine Offered, 1 Red, 1 White
7:45 p.m. - Joel Satore to Speak for Approx 45 minutes
8:30 p.m. - Closing Remarks
*Dessert to either be brought out assorted Mini Desserts after Dinner OR Sweet Station/ Passed TBD
9:00 P.M. - DINNER Concludes -

-SETUP NOTES/EQUIPMENT NOTES -

*No Plastic to be Utilized
*Potted Plants from Native Plant Sale to be Utilized as Center Pieces - Brought in by the Client

- *TWO BARS - Use Internal Bar - 1 Bar Outside - Back Up Inside in Foyer by Artwork
- *Black Shades in Audubon Hall pulled down in room - For Photography Reasons*
- *Photos of the Preserve to be played on Screens (2 Screens) when not being otherwise Utilized
- *Encourage Guests in Invite to Utilize Uber/ Carpool for Event - Cars May not be Left in Lot over night
- *Parking Complimentary - Attendees to give Event name for Entrance. (first lots reserved!)
- *Security on site - Building is closed to the public
- *Check in Tables - Outdoors pending weather - Indoors if raining
- *Weather decision needs to be made 24 hours out.

	Food	Beverage	Liquor	Equipment	Labor	Room	Other	Total
Subtotal	19,789.00	0.00	6,500.00	8,090.00	6,426.20	0.00	0.00	40,805.20
Total	19,789.00	0.00	6,500.00	8,090.00	6,426.20	0.00	0.00	40,805.20
				Gratuity		0.00	Subtotal	40,805.20
							Production Fee	0.00
							Tax	0.00
							Total Value	40,805.20

Client: _____

Date: _____

Sales Rep: _____

Date: _____



Proposed Contract for:
 Katherine O'Rourke
 Lake County Forest Preserve- Gala

Independence Grove
 16400 W Buckley Road
 Libertyville, IL 60048
 847-352-8840

Today's Date: 3/12/24

NAME:	ADDRESS:	Email Address:	PHONE:
Katherine O'Rourke	1899 West Winchester Road, Libertyville, Illinois, 60048	korourke@lcfpd.org	847-968-3438

Salesperson:	PHONE OF SALES PERSON:	Email:
Colleen LoBue	319-830-5303	clobue@relisheventsig.com

CONTRACT #IG00021 FOR SERVICES & FUNCTION AREA

1. **THE CONTRACT SETFORTH** is subject to the following terms and conditions in addition to those set forth herein (terms shall be defined below):

"FUNCTION DATE": Friday, May 17 th , 2024	"HOST": Katherine O'Rourke	"FUNCTION"/"TIME FRAME": 5:30 p.m.- 10:00 p.m.	"ESTIMATED NUMBER OF GUESTS": 250
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"FUNCTION AREAS & ASSOCIATED TIMES":

Room	Start Time	End	Description
Visitor's Center	3:30pm	11:00 p.m.	Entire Event Space
Classroom	3:30pm	11:00 p.m.	Private Suite
Exhibit Hall*	3:30pm	11:00 p.m.	Welcome Area
Audubon Hall	3:30pm	11:00 p.m.	Dinner/Gala
North Patio	3:30pm	11:00pm	Dinner/ Gala

*Weather permitting, cocktails will take place on the Patio and Veranda

"SPACE RENTAL FEE": _Waived- Lake County Forest Preserve Event- Audubon Hall

RELISH EVENTS AT INDEPENDENCE GROVE, a division of Catering with Relish, Inc., the exclusive foodservice licensee at Independence Grove starting January 1st 2024, its Owner(s), Employees, Officers, Directors, Agents, Agent Employees, and Independent Contractors ("Relish") proposes the following Contract for Host, collectively the (Parties) and individually the (Party), subject to acceptance of all of the terms and conditions herein.

2. Deposit Schedule; Damages:

Host's First Deposit: Host's non-refundable and non-transferable Initial Deposit of \$3000, given to secure the Function Areas & Associated Times, must be received by Relish no later than 3/21/24. Deposit will be made by electronic deposit. Checks also accepted. Please make all checks payable to "Catering With Relish Inc." (Credit Cards will incur a 5% processing fee). The Initial Deposit, accompanied by this signed Contract, confirms the reservation. If Host's initial deposit is not received by the due date, the reservation will be canceled without notice and Relish will have no further obligations under this agreement.

Host's Second Deposit: Host's non-refundable and non-transferable Second Deposit in the amount of \$6750, equal to fifty percent (50%) of the Minimum Expenditure (see paragraph 4) when added to the first deposit less the space rental fee, must be received by Relish no later than the earlier of: 1) 30 days prior to the Function Date. Please make all checks payable to "Catering With Relish Inc.". (Credit Cards will be processed with a 5% processing fee).

The Host agrees that the Function Areas and Associated Times are unique, and that if Relish is unable to offer the Function Areas and Associated Times to others because of Host's reservation, the business opportunity to utilize them is significantly diminished or lost forever. The Host agrees, further, that in the event of cancellation by Host, it will be difficult, if not impossible, to calculate Event's actual damages. Therefore, the parties agree that in order to accommodate both parties and to avoid expensive procedures and speculation, they have agreed to a damages provision which is not meant to be a penalty, but which is reasonable under the circumstances ("Damages"). Host's deposit(s) will be credited towards the Function charges or, in the event of cancellation, will be applied towards



damages, pursuant to the schedule below. Should Host cancel the Function, by Host's action or inaction, after payment of the Initial Deposit, Relish is authorized to apply the deposit(s) toward the Damages based on the following schedule, and Host will pay any balance or

Cancellation of Event Occurring 160 Days or More Prior to Function Date:

100% of the Space Rental Fee plus an amount equal to thirty percent (30%) of estimated food & beverage revenues based on the Minimum Expenditure Provision in Paragraph 4.

Cancellation of Event Occurring Between 159 Days and 90 Days Prior to Function Date:

100% of the Space Rental Fee plus an amount equal to forty percent (40%) of estimated food and beverage revenues based on the Minimum Expenditure Provision in Paragraph 4.

Cancellation of Event Occurring Between 89 Days and 14 Days Prior to Function Date:

100% of the Space Rental Fee plus an amount equal to fifty percent (50%) of estimated food and beverage revenues based on the Minimum Expenditure Provision in Paragraph 4.

Cancellation of Event Occurring Less Than 14 Days Prior to Function Date:

100% of the Space Rental Fee plus an amount equal to eighty percent (80%) of estimated food and beverage revenues based on the Minimum Expenditure Provision in Paragraph 4.

Cancellations must be submitted by Host in writing including email. Payment of Damages shall be made at the time of cancellation. All collection and legal costs associated with any payments due from Host, including Damages, are Host's sole responsibility and will be additional charges hereunder. After cancellation, Relish may, but need not, re-sell some or all of the Function Space (with greater or lesser attendance) for the same date and in that event a refund of the Damages to Host shall be made in an amount equal to the ratio that the Minimum Expenditure of the re-sale bears to the Minimum Expenditure of this Contract, less a \$1000 re-booking fee, but in no event greater than the amount of the Damages.

3. Guarantee Guest Count For Food and Beverage: Final guest attendance ("Final Guarantee") by Host must be confirmed to Relish in writing (email) or by phone at least Thirty (30) business days in advance of the Function Date. The Final Guarantee enables Relish to be prepared to serve your guests and may not be reduced. The Final Guarantee, however, does not affect the Minimum Expenditure and Host will be charged based upon the greater of the Minimum Expenditure, the Final Guarantee or the Actual Attendance at the Function. If the Final Guarantee is not timely received, the original Estimated Number of Guests or the Actual Attendance, whichever is greater, will be used to calculate all charges to be paid by Host.

4. Minimum Expenditure By Host: \$13,500: The Minimum Expenditure is the total charge for the hosted food and beverage sales for the Function, without additional charges, that is the amount required to be spent by Host to guarantee the Function Date for the Function



Areas. Host agrees to pay to Relish the greater of the Minimum Expenditure, the Final Guarantee or the Actual Attendance. The Minimum Expenditure will not be decreased if the expected attendance is not reached.

If prior to the Function it appears that the Minimum Expenditure will not be reached, Host will work with the Relish's Sales Manager fourteen or more days in advance of the Function to upgrade menu selections so that Host reaches the Minimum Expenditure required fulfilling Host's contractual financial obligation for the Function. Production Fee, sales tax, space rental fees, set-up fees, cash bar sales, subcontracted services, labor charges, audio-visual fees, parking fees or other miscellaneous charges do not contribute to reaching the Minimum Expenditure. Production Fee and sales tax will be added to all charges, including the Minimum Expenditure.

5. Confirmation Of Your Event; Banquet Event Order (BEO): Final menu items, room arrangements and other details pertaining to the Function must be received a minimum of thirty (30) days prior to the Function Date. After the Function details have been finalized, a Banquet Event Order (BEO) will be presented outlining the specific needs of your function and no changes will be permitted to the Banquet Event Order without the written approval of Relish. A Banquet Event Order (BEO) may be provided to Host multiple times throughout the Function planning process. All Function pricing listed on Banquet Event Order including but not limited to food and beverage pricing is subject to change based on market conditions until four (4) months prior to Function Date. The Banquet Event Order (BEO) will set forth, among other things, the food, beverages, production fee and most of the additional charges to be paid by Host, and the Minimum Expenditure based upon the Estimated Number of Guests.

Host understands that if Actual Attendance at the Function is greater than the Estimated Number of Guests or the Final Guarantee, as the case may be, Relish will only be required to use its best efforts to provide the additional guests with food and beverage, and in most cases Relish will be prepared to serve only up to an additional three percent (3%) of the count. Host agrees that Relish is not responsible for additional guests or for any damages or inconvenience caused by the additional guests, but that such persons shall in any event be included in the Actual Attendance for billing purposes.

The food quantities sold are calculated to provide sufficient food for the Final Guaranteed guest count during agreed-upon time period. At the discretion of Relish, an additional quantity of food may be prepared at the Function. If, at the end of the Function, any food is not served or consumed, it will remain the property of Relish.

6. Final Payment: Payment of the Final Guarantee and total estimated charges including, but not limited to the Minimum Expenditure plus service charge(s) plus sales tax plus estimated bar charges on hosted bars is due and must be received by Relish fourteen (14) days prior to the Function by EFT, Cash, Cashier's Check, Certified Check or Money Order (Credit Cards will include a 5% processing fee), or fourteen (14) days prior to the Function by Personal Check with a credit card authorized guarantee. A final invoice will be presented upon conclusion of the Function. Discrepancies in counts or charges that are not identified and resolved at the time of the presentation of the Final Invoice are waived



by Host. Host is responsible for full payment of the Final Invoice by the conclusion of the Function; provided, however, that acceptance of payment or partial payment by Relish does not constitute a waiver of any further or additional amounts due or to become due from Host.

7. Linen/Specialized Equipment: All Linen, Rental of Linen or Rental of Specialized Equipment will be provided solely by Relish. Host will be responsible for any damage to rental linen by Host's guests or hired vendors. **Pricing for equipment, standard cotton linens ,standard dinnerware that was provided in the quote is Final Price. This will not be adjusted , unless you would like to order outside of standard items.**

8. Food And Beverage Outside The Premises: All food and beverage will be provided solely by Relish and will be consumed within the Time Frame of the Function. For insurance and other reasons, Host agrees that neither Host nor Host's guests may remove food or beverages from the Function Areas covered by this Contract. Relish reserves the right, in its discretion, to confiscate food or beverages that is/are brought onto or away from the Function Areas by Host or Host's Guests in violation of this policy without prior arrangements with the Relish Sales Manager.

9. Decor and Decorations: Host agrees that candles, tabletop centerpieces and/or any other personal decorations for the Function or brought into the Function Areas are subject to approval by Relish, in its sole discretion, and must meet all applicable fire, health and other governmental regulations. When required, permits must be on file not less than seven (7) days prior to the Function Date. Host agrees that nothing will be affixed to the walls of the Function Areas or related facilities. Bubbles, feathers, boas, sand, confetti, glitter, smoke, toilet paper, rice and birdseed are not permitted under any circumstances. Relish must be notified in advance of expected delivery of materials for the Function. Relish provides 2 hours prior to the start of the event for decoration set-up, and 1 hour following the end of the event for decoration breakdown. Unless special permissions are granted by Relish's Sales Manager, these times must be followed to avoid additional personnel charges. Subject to space availability, in Relish' discretion, articles will be stored no more than forty-eight (48) hours prior to the function and vendor deliveries will not be accepted more than four (4) hours before the start of the Function. Companies and/or individuals providing decoration (i.e. florist, event décor or prop company, balloon companies, etc.) must provide or have on file a Certificate of Insurance naming "Catering With Relish Inc." and "The Lake County Forest Preserve District" as additional insureds, in amount, form and substance acceptable to Relish, in its sole discretion, seven (7) days prior to the Function Date.

Host is responsible for the immediate removal of all decoration after the event. In the case that Relish has given Host permission to leave items after an event, Host will at all times remain responsible for any and all materials left or stored after the completion of the Function, and Host agrees that all cost of removal and disposal will be additional charges due and payable by Host, whether or not incurred after the Function Date. No person, other than the President of Relish has the authority to change this policy and no exceptions will be made.



10. Tax Exempt Organizations and Status: Hosts who are exempt from payment of Illinois State Sales Tax must provide Relish with a copy of Hosts' State Sales Tax Exemption Certificate, properly issued by the Department of Revenue, to be maintained on file in Relish's sales office. All checks for payment of the billing statement(s) of a tax-exempt Host must be in the name of the organization.

11. Production Fees and Taxes: All food and beverage prices are subject to a twenty-five percent (25%) Production (Staffing) Fee and seven percent (7%) Sales Tax. All charges, including but not limited to food, beverage, room, linen and equipment rental charges, decoration and Relish' production fees are subject to State Sales Tax. Taxes are subject to change without notice by municipal, county, state or federal law. The production fee is not a gratuity. Gratuity is optional and at Host's discretion.

12. Entertainment: Relish reserves the right to approve entertainment in the Function Areas and related facilities. All entertainment brought onto Function Areas and related facilities must have prior written approval of the Relish Sales Manager. A Certificate of Insurance naming Catering With Relish Inc. and The Lake County Forest Preserve District as additional insured's, in amount, form and substance acceptable to Relish, in its sole discretion, must be on file with Relish prior to the Function Date. Entertainers, bands and disc jockeys must make Relish' Sales Manager aware of set-up and breakdown times at least five (5) days prior to the Function Date and shall be totally responsible for removal of all equipment and other materials immediately following the Function to be completed within 1 hour of the contracted event end time to avoid additional personnel charges. Special attention must be given to the time an entertainer, band or disc jockey will set-up, which must occur prior to guests entering the main room. Meals required by an entertainer, band or disc jockey must be ordered by Host at least thirty (30) days prior to the Function Date and will be added to Host's Banquet Event Order and Final Invoice as additional charges.

13. Audio/Visual Equipment: The Relish Sales Manager will arrange for the rental of the audio/visual equipment that Host might require for meeting, program or event activities. The Relish Sales Manager must be notified of the Host's requirements at least seven (14) days in advance of the Function Date. Relish is not responsible for the storage of audio/visual equipment brought in by Host or for damage to audio/visual equipment caused by Host or Host's guests.

14. Condition of Agreement: Host agrees to begin the function at the scheduled time and to have guests and invitees vacate the Function areas and related facilities at the designated time.

15. Indemnification; Hold Harmless: Host hereby expressly assumes full responsibility for and agrees to pay and to hold Relish harmless from and defend Relish against (a) all liability, costs, losses, damages, and obligations, whether foreseen or unforeseeable, arising out of or related in any way to Host's conduct and/or the conduct of guests, invitees, employees, independent contractors, Host's agents and trespassers, whether known or unknown to Host, while Host or any of them are on the Function Areas, related facilities or Relish' premises, including but not limited to damage to person or property, and (b) the intentional or negligent conduct or omissions of the Host or Host's guests or invitees, and (c)



overtime wage payments, expenses or damages, claims and expenses incurred by Relish because of Host's failure to comply with this Contract or with Event's Rules and Regulations, and (d) reasonable attorney's fees, court costs and collection costs arising out of or related to the foregoing. Host shall not have waived, by reason of this paragraph, any defense that it may have with respect to such claims.

Relish agrees to defend and hold harmless Host and its owner(s), employees and agents, from any and all claims, losses and liabilities for damage to person or to property which arises out of or relates to Event's or its employees or agents' negligence in connection with the provision of the Function Areas, including, but not limited to, reasonable attorney's fees and court costs. Relish shall not have waived, by reason of this paragraph, any defense that it may have with respect to such claims.

16. Personal Property brought on to premises: Any personal property of Host or Host's guests or invitees or others brought onto the Function Areas, related facilities or Relish's premises and left thereon, either prior to, during, or following the function, shall be at the sole and express risk of Host and Relish shall not be liable for any loss of, or theft of, or damage to, or damage caused by such property for any reason whatsoever.

17. Relish's Smoking Policy: Smoking is permitted on the outside of the building only, 20 feet from any entrance. No smoking is allowed anywhere in the building.

18. Alcohol And Guest Under 21 years of age: Relish can provide a full service bar, with a wide choice of liquors, beers and wines for Host's Function. Host agrees that Relish may take measures to comply with state and local laws effecting the sale or distribution of alcoholic beverage, including but not limited to:

- Refusing to serve or to permit persons under 21 years of age or without proper ID to consume alcoholic beverages under any circumstances;
- Refusing to serve and/or have house security remove from the premises any person found to be providing alcoholic beverages to any person under 21 years of age or without proper ID.
- Refusing to serve or to permit persons who are known or who are believed to be intoxicated or under the influence of any lawful or unlawful substance to be served alcoholic beverages; and
- Requiring that all alcoholic beverages being consumed in the Function Areas be purchased from Relish and confiscating alcoholic beverages brought onto the premises in violation of this policy.

When alcohol is being served, Host agrees to and is expected to cooperate with and assist Relish and its management in upholding its policy and the laws of the State of Illinois.

19. Impossibility of Performance: The obligations of Relish under this Contract will terminate without liability to Relish if substantial performance of Relish's obligations is prevented by an unforeseeable cause reasonably beyond Relish's control. Such causes include, but are not limited to, acts of God, acts or regulations or orders of governmental authorities, fire or



flood or explosion, war, disaster, civil disorder, curtailment of transportation facilities, an emergency making it illegal or otherwise impossible to provide the facilities or the services for the function, any delay in necessary and essential construction or renovation of the physical structure, strike or lockout or work stoppage or other restraint of labor, either partial or general, from whatever cause.

In the case Function is not legally allowed to occur on Function Date due to an order of Civil Authority related specifically to the COVID-19 pandemic the Parties agree to work together to reschedule function to a mutually agreeable date within the following 12 months. Host understands and agrees that Deposit payments are non-refundable, and Relish agrees to apply Deposit payments to rescheduled Function date.

20. Overtime: If Host decides to extend event (with the approval of Relish sales manager or function director) past the designated times listed on page 1 of this contract, Host will sign an overtime agreement and be responsible for the following charges:

1. \$1.50 per half-hour minimum for the guaranteed number of guests.
2. All bar charges for the remainder of the event at "Standard Bar" prices.

Host agrees to pay balance plus sales tax and production fee at the conclusion of the event.

21. Termination of Exclusive License: Host understands that Relish is presently the exclusive licensee of the Lake County Forest Preserve District (LCFPD) starting on January 1st 2024 or the Function Area(s) and that such license may be terminated by the LCFPD with or without notice to Host. In the event that the license is terminated, for any or no reason, Host will have the option of choosing to continue the reservation for the Function Area(s) and entering into a new agreement with the LCFPD licensee or canceling Host's reservation. Regardless of Host's selection, in the event of termination of the LCFPD license to Relish, this Contract and all obligations of Relish hereunder shall terminate and Relish shall have no further liability or obligation to Host except return of deposits.

22. Confidentiality: Relish and Host both acknowledge and agree that all parties to this Contract will keep completely confidential the terms and conditions of this Contract, and any financial, operational, or confidential information of any kind not already public.

The Parties will not (nor cause to be) post, type, write, list, or otherwise disseminate any negative comments, information, materials, pictures, etc. on any social media website, blog, app, site, etc., regarding either Party, Function or Contract.

23. Effective Date: If Relish does not receive a fully signed copy of this Contract by 3/21/24, Relish shall have no obligations hereunder.

24. Attachments: This Contract shall include all documents prepared by Relish for or in relation to the Function, including but not limited to the Banquet Event Order, without the requirement that such documents be signed by both Parties and/or attached hereto, and



they shall together constitute one agreement. In the event of any inconsistency between this document and any attachments, this document shall control.

Miscellaneous Provisions:

25. If any term, covenant, condition, or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, it is the Parties intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Contract will in no way be affected, impaired or invalidated as a result.

26. This Contract may be executed in counterparts. Electronic signatures are binding and are considered to be original signatures.

27. This Contract contains the entire agreement between the Parties. All negotiations and understandings have been included in this Contract. Statements or representations which may have been made by any Party in the negotiation stages of this Contract may in some way be inconsistent with this final written Contract. All such statements are declared to be of no value in this Contract. Only the written terms of this Contract will bind the Parties.

Thank you, again, for considering Relish for function. If you would like to accept this Contract proposal, please return a copy with all signatures of the Host(s) to Relish with your Initial Deposit.

Authorized Catering With Relish Representative:

DocuSigned by:

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John Eggert, President, Catering With Relish Inc.

3/13/2024

_____ Date

Relish Events of Independence Grove
A division of Catering With Relish Inc.

HOST ACCEPTANCE

The above arrangements and the terms and conditions of this Contract meet with our approval, and we now consider these arrangements to be definite and confirmed, and agree to be responsible for all amounts and obligations of "Host".

DS



Signature(s) of Host'(s):

Printed Name(s) of Host'(s):

DocuSigned by:

Katherine O'Rourke

3646485A14AD4A4

Katherine O'Rourke

3/14/2024

Date: _____

Date: _____