

All agreements are made upon the following
Terms and Conditions:

Reservations and Cancellations

1. **CONFIRMATION AGREEMENT:** When you sign and return the Oxley's Beverage Service Confirmation Agreement along with the required deposit or Ohio State University budget account number, your alcohol arrangements will be confirmed as definite. All deposits are non-refundable and will be applied towards any charges incurred by your group or organization.
2. **CANCELLATIONS:** Should it be necessary for you to cancel your event after the Confirmation Agreement has been signed, Oxley's Beverage Service will charge you a cancellation fee based on the following scale:

7 days or less prior to the event:

An amount equal to 2 Hours of Bartender Fee(\$75.00) and Set-up/Delivery Fee(\$50.00) will be charged.

3. Oxley's Beverage Service will provide one (1) bartender for each event unless the customer requests additional bartenders or the event is large enough to require more than one (1) portable bar.. However, this is also based on the judgment of the Oxley's Beverage Service Meeting Planner. With a two hour minimum, a bartender fee of \$75.00 will be assessed per two hour period. Whenever bar sales do not exceed \$300.00, an additional \$50.00 deliver/set up fee will be assessed. Wine Service only is available with an additional fee of \$50.00 for delivery/set up. The Caterer on premises must serve the wine and provide the glassware.

Beverages

4. Oxley's Beverage Service reserves the right to control all sales and/or service of alcoholic beverages by checking identification for legal drinking age. In addition, no alcohol may be purchased and given to a person under age 21. Oxley's Beverage Service also reserves the right to refuse service to any guest who appears to be intoxicated.
5. Disposable plastic glasses will be used for all bars unless the customer requests glassware. Glassware can be provided at \$1.50 per person.
6. The attached price list includes all wines, beers and alcohol brands, which will be available. Leftover alcohol beverages from the attached price list cannot be taken from the premises.
7. An 18% gratuity will be added to all open and host bars.
8. Beverages selected from the Oxley's Wine List will be charged by the opened bottle. All alcoholic mixed drinks, bottled beer, and house wines will be charged per drink.
9. Sparkling wine is only available by the bottle and will be charged by the opened bottle.
10. Customers may request special orders for alcohol not on the attached list for an additional fee. However, the customer will be charged for the entire amount of the special order, whether completely consumed at the event or not. If the customer would like the remaining special order, they may pick it up at the Fawcett Center, with pre-arrangements, within seven (7) working days from the event. If the customer does not make arrangements to pick up the leftover special order within seven (7) workings days from the event, the product becomes the property of Oxley's Beverage Service.
11. Alcohol service cannot be guaranteed for events booked less than fourteen (14) days prior to the date of the events. For these "late bookings" the Venue Event Planner should check with the Oxley's Beverage Service Event Planner for the availability of alcohol service of the day of the event. Every effort will be made to accommodate late bookings; however, alcohol service cannot be guaranteed without confirmation from Oxley's Beverage Service.
12. Oxley's Beverage Service and each venue agree to review procedures and policies as necessary and will negotiate in good faith following accepted University practices. Both Oxley's Beverage Service and the venue must approve any changes to the policies and procedures.
13. Table wine service only is available and the caterer on premises must serve the wine and provide glassware. Costs for house wines are assessed by the glass and "Special Order" wines are charged by the bottle as indicated on the Beverage Price List. For table wine service only, a \$50.00 delivery/set up fee is charged.

Other Agreements

15. **PERFORMANCE:** Performance of this agreement is dependent upon the ability of Oxley's Beverage Service to comply and is subject to labor disputes, strikes or pickets, accidents, government (federal, state or local) requisitions, supplies, or other cause which are not under the control of the Oxley's Beverage Service. In no event will the Oxley's Beverage Service be liable for the loss of profit of an event, similar or dissimilar damages, whether based on contract, warranty, or otherwise. In no event will Oxley's Beverage Service liability be in excess of the cost of the beverages contracted heretofore.

Payment

16. **PAYMENT:** Payment for all Oxley's Beverage Service events, including the advance deposit to confirm the space can be made by cash, credit card, or a check made out to The Ohio State University. The customer will pay the charges within thirty (30) days upon receipt of the invoice. Interest charges are assessed for invoices left unpaid after thirty (30) days.

For departments of The Ohio State University, Oxley's Beverage Service will initiate an Interdepartmental transfer of funds. University departments must have their budget number on file with Oxley's Beverage Service prior to the event.

Approval

Oxley's Beverage Service Sales Associate 4/10/08

Client's Signature

Date

Note: If you are in agreement with the arrangements outlined above, as well as the policies noted in the enclosed Terms and Conditions, please sign and return this form to Oxley's Beverage Service within 14 days of the date of this contract. Thank you for giving us the opportunity to serve you.