

20597

**ADOPTED**  
BOARD OF TRUSTEES OF  
COMMUNITY COLLEGE DISTRICT NO. 508

BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508 MAY 8 - 1998  
County of Cook and State of Illinois

**COUNTY OF COOK  
AND STATE OF ILLINOIS**

GRADUATION RECEPTION  
McCORMICK PLACE  
OLIVE-HARVEY COLLEGE  
[Amend Board Report #20542 dated 4-6-98]

THE CHANCELLOR

REPORTS

that in Board Report No. 20542 dated 4-6-98, the Board authorized the rental of the Arie Crown Theatre for the Spring 1998 graduation ceremonies of Olive-Harvey College; and

that the College has identified additional space at McCormick Place in which to hold a catered graduation reception; and

that pursuant to the rental agreement approved by the Board, catering of the reception must be performed by McCormick Food Service Partners provided by McCormick Place; and

that an agreement has been negotiated with McCormick Place to provide additional space for the graduation reception to be catered by McCormick Food Service Partners.

THE CHANCELLOR

RECOMMENDS

that the Board of Trustees authorizes an amendment to Board Report #20542 for the catering services at a cost of \$5,603.50 as negotiated with McCormick Food Service Partners for Olive-Harvey College's graduation reception on Thursday, May 14, 1998 at McCormick Place; and authorize the Chairman and Secretary to execute said Agreement on behalf of the Board.

Respectfully submitted,

Wayne D. Watson  
Chancellor

May 8, 1998

20597

# McCormick Food Service Partners

<b>CLIENT:</b> OLIVE HARVEY COLLEGE 10001 SOUTH WOODLAWN AVE.  CHICAGO, IL 60628 IRENE TOSCANO	<b>CONTRACT #</b> 64552 <b>DAY:</b> THURSDAY <b># OF GUARANTEED:</b> 1000 <b>BEVERAGES FROM:</b> 0:00 AM <b>MENU SERVED FROM:</b> 7:30 PM	<b>PAGE</b> 1 <b>DATE:</b> 05/14/98 <b>SET:</b> 0 <b>TO:</b> 0:00 AM <b>TO:</b> 9:00 PM	<b>STATUS</b> AM02
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<b>SALES REPRESENTATIVE:</b> AMY MADERA <b>TELEPHONE NUMBER:</b> 791-7296 <b>FUNCTION:</b> RECEPTION 773-291-6321 FAX: 773-291-6226	<b>SHOW:</b> NON TRADE SHOW 1998 <b>BLDG.:</b> MCCORMICK EAST <b>LEVEL:</b> LEVEL 3 <b>RM/BOOTH:</b> E353
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**MENU**

LEMONADE 50  
@ \$28.00 GAL  
Served with disposable cups,  
ice and napkins.

MINIATURE COOKIES 50  
@ \$11.00 DOZ  
Assorted Peanut Butter,  
Chocolate Chip & Oatmeal  
Raisin Cookies.

BUFFALO STYLE HOT WINGS 500  
@ \$2.00 PP

VEGETABLE CRUDITE 5  
@ \$100.00 EACH  
Served with Ranch dip.  
Serves 50 people.

FRUIT & CHEESE DISPLAY 5  
@ \$175.00 EACH  
Display of Fresh Seasonal  
Fruit and Domestic Cheese  
with Crackers Arranged on  
Mirrors.  
Serves 50 people.

**BEVERAGE**

LABOR CHARGES 1  
@ \$500.00 /DAY

**SPECIAL REQUIREMENTS**

Menu: china / Beverage: china  
Levy to set 88 Cocktail Rounds of 4  
\* 1 table reserved on the North Wall  
Levy to supply (4) seperate food  
stations on skirted buffet tables  
inside pillars (SEE DIAGRAM)  
Levy to place 100 chairs around outer  
wall for additional seating  
\*Place votives on cocktail tables  
Buffets-white linen w/ black skirting  
Doors open at 7:30pm after Graduation

**All Food and Beverage subject to tax and gratuity**

**Please read Terms of Agreement, Then sign on the reverse side and return one copy.**

**COSTS:**

Food..... \$ \_\_\_\_\_  
Beverage..... \_\_\_\_\_  
Misc. Taxable.... \_\_\_\_\_  
Subtotal..... \$ \_\_\_\_\_  
Gratuity (\_\_\_\_%) \_\_\_\_\_  
Discount (\_\_\_\_%) < \_\_\_\_\_ >  
Sales Tax..... \_\_\_\_\_  
Equipment..... \_\_\_\_\_  
Misc. Non-taxable \_\_\_\_\_  
Total..... \$ \_\_\_\_\_

Deposit Requested \$ \_\_\_\_\_  
Date Deposit Due. \_\_\_\_\_  
Deposit Received. \$ \_\_\_\_\_  
  
Balance Due..... \$ \_\_\_\_\_

**20597**  
**TERMS AND CONDITIONS**

Witnesseth in consideration of the mutual agreements herein contained as follows:

**1. MANNER OF ACCEPTANCE**

This contract will be made binding only by the signature of the offeree at the designated place on original copy of this contract and the subsequent return of this contract to McCormick Food Service Partners at the address shown thereon. The duplicate is for the records of the offeree.

**2. PAYMENT PROVISION**

~~(a) An initial deposit in the amount as noted on the contract face, for the service to be provided by McCormick Food Service Partners to the offeree is payable in advance of these services at the time this contract is signed.~~

(1) The estimated total price contemplated in this section is based on market conditions for supplies, labor and services as of the date of this contract. Firm price guarantees will be made no longer than 60 days prior to scheduled functions.

(b) A final guarantee of the services to be purchased by the offeree from McCormick Food Service Partners must be made no later than 72 hours (3 working days, a working day is defined Monday-Friday) prior to the function and the offeree must tender full payment based on this final guarantee in cash, certified or company check, unless credit is arranged in advance and approved by McCormick Food Service Partners.

(1) The parties understand that under no circumstances will the total amount charged be less than the final guarantee, regardless of the number of dinners served.

(2) The balance due must be received no less than 72 hours (3 working days) prior to the function.

(3) If the final guarantee is not received, or if the final guarantee is not submitted in 3 working days prior to the function, McCormick Food Service Partners reserves the right to enforce the contract as written.

(4) Furthermore, in the event attendance exceeds the number specified in the final guarantee, McCormick Food Service Partners will be neither responsible nor liable for serving these additional numbers, but will do so on a first come first serve basis, as circumstances allow. At its discretion, McCormick Food Service Partners will set to a maximum of 5% over the final guarantee.

(5) All accounts are due and payable as noted above. Approved credit is to expect payment within 10 days after the event.

~~All monies due McCormick Food Service Partners will begin to accrue interest from the event date at 13% per month for all sums over 30 days old.~~ Additionally, any cost of collection and enforcement of this contract shall be borne by the offeree.

(6) Cancellation of the contracted food service event must be made in writing a minimum of (4) weeks prior to the scheduled function. If such notice is not received, a fee of 25% of the total bill will be charged. Three (3) working days prior to the event the terms of the final guarantee as outlined above would take effect.

**3. PROPOSED OPERATIONS BY OFFEREE**

The offeree shall provide to McCormick Food Service Partners, at least 30/ \_\_\_\_\_ days prior to the function, all information reasonably available to the Offeree pertinent to the activities to be undertaken in the licensed facilities.

**4. OPERATIONS BY OFFEREE**

The offeree shall not in any way allow or cause injury, defacement or destruction of the furnishings and equipment of McCormick Food Service Partners and will indemnify them in the event this occurs.

In Illinois it is against the law (a) to serve intoxicated persons, (b) to serve underage persons and we reserve the right to refuse service to individuals in either category, (c) to remove from our premises any alcoholic beverages.

**5. BREACH AND REMEDIES**

(a) McCormick Food Service Partners shall not be liable for any delay in the completion of the terms of this contract caused by strikes, accidents or any cause beyond McCormick Food Service Partners control, including but not limited to Acts of God or national emergency, and such delay will not be grounds for cancellation of this contract.

(b) The offeree is hereby advised that McCormick Food Service Partners has an exclusive catering contract with the Metropolitan Pier and Exposition Authority. Under the terms of the agreement, no food, beverage or sundry items may be brought into McCormick Place without the prior approval of McCormick Food Service Partners.

(c) This agreement shall be governed in all respects by the laws of the State of Illinois and the laws and ordinances of the City of Chicago.

**6. SCOPE OF AGREEMENT**

(a) This signed contract, its amendments and specific function sheets, constitutes the entire agreement between the parties except for the provisions governing final guarantee set in our Paragraph 2 above, and no previous or future statements, representations or modifications expressed or implied by either party shall be binding.

(b) This contract shall not be assigned, transferred or otherwise encumbered by the offeree without the prior express written approval of McCormick Food Service Partners.

McCormick Food Service Partners  
2301 S. Lake Shore Drive  
Chicago, IL 60616  
(312) 791-7252 • Fax (312) 791-7280

Board of Trustees of Community College  
District No. 508, County of Cook and  
State of Illinois

ACCEPTED BY:

Date **MAY 8 - 1998**

Witness

**CHAIRMAN OF THE BOARD**

**ASSISTANT BOARD SECRETARY**

APPROVED AS TO LEGAL FORM  
GENERAL COUNSEL

KWW

KWW

20597

# McCormick Food Service Partners

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**MENU**

**BEVERAGE**

**SPECIAL REQUIREMENTS**  
 Contact: Irene Toscano

**All Food and Beverage subject to tax and gratuity**

*Please read Terms of Agreement, Then sign on the reverse side and return one copy.*

<b>COSTS:</b> Food..... \$ 4325.00 Beverage..... 0.00 Misc. Taxable.... 0.00 Subtotal..... \$ 4325.00 Gratuity ( 18%) 778.50 Discount ( % ) < 0.00 > Sales Tax..... 0.00 Equipment..... 0.00 Misc. Non-taxable 500.00 Total..... \$ 5603.50	Deposit Requested \$ <del>5603.50</del> Date Deposit Due. <del>05/04/98</del> Deposit Received. \$ 0.00  Balance Due..... \$ 5603.50
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04/24/98

20597  
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McCormick Food Service Partners  
2301 S. Lake Shore Drive  
Chicago, IL 60616  
(312) 791-7252 • Fax (312) 791-7280

Date 4-24-98

Witness Amy Mader

Board of Trustees of Community College  
District No. 508, County of Cook and  
State of Illinois

ACCEPTED BY:

Date MAY 8 - 1998

Witness Patricia A. Bush

**ASSISTANT BOARD SECRETARY**

APPROVED AS TO LEGAL FORM  
GENERAL COUNSEL