

PAYMENT TO HERMANN PARK CONSERVANCY

In order to provide Function Support Services in the Function Space, the Company shall pay to HPC a fee (the "**Service Fee**") based on the below-designated percentages of its Gross Function Support Services Revenues (as defined below) while this Vendor Agreement is in effect:

- a. 5% on Gross Function Support Services Revenues (less Gross Sales of Alcoholic Beverages, as defined below); plus
- b. 25% on Gross Sales of Alcoholic Beverages.

The term "**Gross Function Support Services Revenues**" means the total amount of cash or payments received by the Company from its Function Support Services, including receipts from all services and operations performed by, and all food, non-alcoholic beverages, rentals (including but not limited to tables, chairs, china, and glassware), staffing/labor, delivery fees, lighting, décor, floral arrangements, valet service and parking (if contracted through the Company), and entertainment (including but not limited to DJs, live music, photo booths, etc.) provided by the Company under this Vendor Agreement, minus the amount of any federal, state or municipal sales taxes paid by Function Holders and directly payable to the taxing authority by the Company.

The term "**Gross Sales of Alcoholic Beverages**" means the portion of the Gross Function Support Services Revenues attributable to any alcoholic beverages sold or otherwise provided as part of the Function Support Services under this Vendor Agreement, including without limitation the sales of any beer, wine and mixed spirits.

Failure to pay the Service Fee and any other amounts payable by the Company hereunder when due shall constitute a default of this Vendor Agreement. Minor discrepancies will be corrected but not considered a default.

The Company shall, upon execution of the Vendor Agreement, deposit with HPC a security deposit equal to the amount of \$1,000 (the "**Security Deposit**"), to ensure the full and timely performance of each and every obligation, covenant, and agreement of the Company under this Vendor Agreement. The Company may not designate that the Security Deposit be utilized to reduce any other charges due to HPC. The Security Deposit may be applied by HPC to offset any damages to the Function Space, or, at the sole discretion of HPC, may be applied against any charges that are delinquent. The Security Deposit shall be maintained by HPC for a maximum of thirty (30) days after the expiration or earlier termination of the term of this Vendor Agreement, at which time any unused portion of the Security Deposit shall be refunded to the Company.

Please fill in the following information completely:

Company: _____

Contact: _____

Signature: _____ Date: _____