



## PROGRAM INTRODUCTION

*In June of 2003, as part of the “Re:Start Breakfast Program”, Marriott International rolled out “Fit for You”. The goal of this program was to better serve guests by recognizing their evolving dietary needs.*

*After studying guest feedback, Marriott learned that many people would like their meal choices to consist of low carbohydrates, high protein, low cholesterol, and low fat components. “Fit for You” was the first step in addressing changes in the dietary preferences of our guests.*

*It is estimated that nearly 40% of all American diners follow some type of dietary or lifestyle regimen that has a large impact on their dining decisions. Recent studies suggest that an estimated 70 million Americans are now adopting a carbohydrate sensitive lifestyle, with an additional 26 million people following a strict low carbohydrate diet. The increase of people becoming carbohydrate conscious, as well as being concerned about low cholesterol, low fat, and high protein content in their diets are the primary trends in the United States.*

*The “Fit for You” program provides guidelines for the integration of diet specific foods and beverages into each of the Food and Beverage and Retail outlets within a Hotel. Updated requirements and recommendations are periodically provided to each of these outlets to ensure that all menus can accurately reflect the evolving dietary trends. Marriott International is proud to provide food that fits guest’s lifestyles.*

*To help introduce and highlight the “Fit for You” menu items, new graphics and icons have been incorporated on menus and marketing collateral throughout the hotel. All menus are in compliance with food labeling laws, as well as the regulations of the USDA and other State and Federal agencies.*

*“Fit For You” items have been selected to meet the diverse dietary needs of our guests.  
We will be happy to answer any questions you may have!*

### ***Standard Catering Terms and Condition***

*“All Reservations and agreements are made upon, and are subject to, the rules and regulations of the hotel as they may be in effect from time to time, following are the provisions.”*

***GUARANTEES:*** *In arranging for all private events, the guarantee of attendance must be specified by patron at a minimum of 3 business days in advance of the event. This number shall constitute the guarantee, not subject to reduction and charges will be made accordingly. The Hotel will set for an additional 3% beyond the guarantee number and can not be responsible for attendance greater than 3%. If no guarantee is received at the appropriate time, the Hotel will assume the patrons “expected” count to be the guaranteed number and charges will be made accordingly.*

***SERVICE CHARGE:*** *All Food, Beverage and Audio Visual Charges will be subject to a 20% Taxable Service Charge.*

***TAXES:*** *All Food, Beverage, Audio Visual, Labor Charges, Service Charges and Equipment Rentals are subject to a 7% Sales Tax. If Patron maintains Pennsylvania Tax Exempt status, Patron must provide Hotel with a valid Pennsylvania State Tax Exemption Certificate(s) no later than 3 business days prior to function. All Alcoholic Beverages are subject to a 10% Liquor Tax.*

***PAYMENT IN ADVANCE:*** *Unless credit has been established to the satisfaction of the Hotel, or if the event is a political or social event, payment in full of the entire contract price must be paid in cash, certified check or approved credit card, in accordance with the pre-arranged payment/deposit schedule set by the Hotel. The Final or Full Payment by cash, Certified Check or Approved Credit Card will be received no later than 3 business days prior to the day of the event. If such payment is not made the Hotel may terminate their Agreement, retain patron’s deposit and patron shall be held liable for all losses sustained by the Hotel in accordance with the liquidated damages specified in the Cancellation Clause. If credit has been established full payment will be made immediately upon receipt of statement. In the event such payment is not made within 30 days after receipt of the original statement it is agreed that the Hotel may immediately impose a late payment charge at the rate of 1 ½ % Per Month (annual rate 18%) or the maximum allowed by law, on the unpaid balance, and the reasonable cost of collection, including attorneys fees.*

**EXCUSED NON-PERFORMANCE:** *Performance of the agreement is contingent upon the ability of the management of the Hotel to complete the same, and is subject to labor troubles, disputes or strikes, accidents, government (federal, state or municipal) restrictions upon travel, transportation of foods, beverages or supplies; and other causes whether enumerated herein or not, beyond control of the management preventing or interfering with performance. In no event shall the*

*Hotel be liable for the loss of profit or for other similar or dissimilar collateral or consequential damages, whether based on breach of contract, warranty, or otherwise.*

**CONDUCT OF EVENT:** *Patron is responsible for any damage to the premises done by patron, patron's employees, agents, guests, invitees or contractors prior to, during or following patrons functions. The Hotel will not assume responsibility for any loss or damage of merchandise or articles left in the Hotel prior to or following patron's functions.*

**DISPLAYS, DECORATIONS AND ENTERTAINERS:** *Any property of the patron or patron's guests brought to the premises of the Hotel shall be the sole responsibility of the patron and the Hotel shall not be liable for any loss or damage to any such property for any reason. Patron assumes responsibility for obtaining proper insurance, and assumes liability for losses, damages and claims arising out of injury of damage to displays, equipment, and other property brought on to the premises of the Hotel and shall indemnify and hold Marriott International, its servants and employees harmless from any and all such losses, damages and claims, except to the extent caused by the gross negligence of Marriott.*

*All displays, decorations and /or entertainment proposed by patron shall be subject to the approval of the Hotel. A Hold Harmless clause must be signed by your decorator / florist / entertainer holding the Hotel harmless from liability for any damages or injury which may happen as a result of the decorator / florist / entertainer. The decorator / florist / entertainer must send a copy of their insurance policy, for no less than one million dollars of liability insurance and proof of Workman's Compensation Insurance to the Catering Manager at least 3 days prior to your event. In addition to the operators approval, a special flameproof affidavit must be sent to the Hotel no later than 3 days prior to your event with regard to any special decorations, special linens, etc. brought in from the outside. The Hotel will have the right to remove such decorations, linens, entertainment, etc. without notice if the Hotel has not received such affidavit within the period provided or if the Hotel determines the decorations/entertainment to be dangerous in any way. Under no circumstances must materials block any fire doors or exits.*

**PROVISION OF FOOD & BEVERAGE:** *Patron, its guests or invitees will not be permitted to bring food and/or beverages of any kind into the Hotel. Only pre-approved exceptions (i.e. Wedding Cakes, etc.) will be allowed.*

**PACKAGE RECEIVING AND SHIPPING:** *Should you be shipping boxes for your event, they must be addressed to the attention of your on site contact who will receive the package, the name the organization is booked under, a date when your on-site contact will be looking for the package. The time and location you would like the package delivered to the On-site Contact and the Hotel Managers name handling your function. Due to limited storage space, we will not accept shipments more than three business days prior to the group's arrival. Appropriate handling and storage fees will be applied.*

Philadelphia Marriott 1201 Market Street Philadelphia, PA 19107
Attn: <i>(Put your on-site contact name here)</i>
Group Name: <i>(Group or organizations name here)</i>
Date of Event: <i>(Date on-site contact will need package)</i>
Deliver at: <i>(Time of Delivery)</i>
Location of Delivery: <i>(Location on-site contact would like delivery)</i>
Hotel Contact: <i>(Name of your hotel contact)</i>

*Arrangements must be made for package pick-up/return shipping within 24 hours after the event. All outgoing packages must be properly packed, labeled with shipping address, return address and method of payment (i.e. UPS Account #). The Hotel is not responsible for any abandoned materials, and they will be discarded within three days.*

**PARKING:** *For those functions in which the event will be held at the Philadelphia Marriott, parking facilities provided by Mile Hi Valet Services are located within the Philadelphia Marriott. The availability of parking is not guaranteed and is based on the availability of spaces in the parking garage. In the event that spaces are not available on the day of the event, guests will be directed to the nearest public parking lots within the vicinity of the hotel.*

**SIGNS:** *All signs and displays used in the Hotel public areas must be pre-approved by Hotel Manager.*

**SECURITY:** *If required, in the sole judgment of the Hotel, in order to maintain adequate security measure in light of the size and nature of the event, patron shall provide, at its expense, a minimum of \_\_\_\_\_ uniformed guards and \_\_\_\_\_ supervisors. All security personnel must be supplied by a Hotel approved guard or security agency. Patron assumes responsibility for obtaining proper insurance, and assumes liability for losses, damages and claims arising out of injury or damage to equipment and other property brought on the premises of the Hotel and shall indemnify and hold Marriott, its servants and employees harmless from all such losses, damages and claims, except to the extent caused by the gross negligence of Marriott.*

***OVERTIME:*** Breakfast functions are based on a 2-hour duration. Luncheon functions on a 3-hour duration. Dinner only functions on a 4-hour duration. Reception/Dinner functions on a 5-hour duration. Cocktail Party/Reception functions are based on a 3-hour duration. Functions lasting longer than the above time limits are subject to additional labor charges.

***ADVERTISING:*** Use of the Hotel's name or logo in advertising is prohibited without prior written approval from the Marketing and / or Sales Department of the Hotel.

***PRICING:*** Unless a specified menu with pricing is contracted, all standard menu prices are subject to change and can be confirmed no more than six months prior to the function date, any such changes to be in writing.

***BANQUET SPACE:*** Appropriate banquet space has been reserved based on your expected attendance at the time your event was confirmed. Should your attendance decrease or increase the Hotel reserves the right to change the reserved space to smaller and more appropriate accommodations.

***ALCOHOLIC BEVERAGES:*** If alcoholic beverages are to be served on the Hotel premises (or elsewhere under the Hotel's alcoholic beverage license) the Hotel will require that beverages be dispensed only by Hotel bartenders and servers. The Hotel's alcoholic beverages license requires the Hotel to (1) request proper identification (photo ID) of any person of questionable age and (2) refuse alcoholic beverage service to any person who, in the Hotel's judgment appears intoxicated.

***BRIDGE USAGE:*** The Bridge connecting the Marriott with the Convention Center is the Property of the Philadelphia Marriott. This Bridge is for our guests and only our guests. No equipment is to be transported in any way over this bridge. This includes hand-carrying equipment. There is absolutely no running of cabling through the bridge.

***AUDIO VISUAL:*** The Philadelphia Marriott's exclusive Audio Visual Department consists of trained and professional staff, an expansive inventory of technologically advanced equipment and the quality one expects from the Marriott. Should you need to utilize another Audio Visual or Production Company, we reserve the right to approve any outside contractor(s). Once approved, a service charge of up to 25% of the projected revenues will be levied to the outside contractor. As with any outside Vendor, we require (1) a signed "hold Harmless clause"; (2) proof of liability insurance and workman's compensation insurance in the minimum amount of one million dollars.

***ELECTRICAL, TELEPHONE AND INTERNET REQUIREMENTS:*** The Hotel does charge for electrical, telephone and internet hook-ups. Should any be required, the Hotel must be notified a minimum of two weeks in advance and the charges will be posted to the patron's master account. For current price information, please contact the Hotel Manager handling your functions

**LABOR CHARGES:** Carvers, Station Attendants, and Cocktail Servers are at a fee of \$150.00 each plus tax for a minimum three-hour time period. All Labor Charges are taxable at a rate of 7%.

A \$150.00 bartender fee per bartender for up to three hours will apply to all bars. Additional hours are at \$25.00 per hour per bartender.

A \$150.00 small party Labor charge will be applied to any plated or buffet meal function with fewer than 35 guests guaranteed.

An additional charge of \$5.00 per person will apply to full service continental breakfast.

A \$5.00 per person labor charge will be applied when the dessert is to be served in a location separate from the meal function.

**CHANGES, ADDITIONS, STIPULATIONS, OR LINING OUT:** Any changes, additions, stipulations, or deletions, including corrective lining out by either Hotel or Patron will not be considered agreed to or binding on the other unless such modifications have been initialed or otherwise approved in writing by the other.

A failure of either party to insist upon or enforce any term or provision or to exercise any right, option or remedy of the agreement, or to require at anytime performance of any provision hereof, shall not be construed as a waiver of any such term provision.

If any provision of the agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

This Agreement, the Addendum and the Attachments hereto contain all of the agreements of the parties superseding and prior agreement oral or written, and may not be changed other than by an agreement in writing signed by the party to be bound.

**ACCEPTANCE**

**GROUP/ORGANIZATION NAME:**

**NAME (Print):** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_