

Food management contract.

This agreement made this _____, 19__, between _____, a corporation duly created by law, owner, and _____ of _____, in the County of _____ and State of _____, food manager.

Recitals.

1. Owner employs food manager for the term of _____ years from _____, 19__, until the close of business on the Saturday following _____, 19__, as manager of the coffee shop and dining-cocktail room located in the premises of owner known as _____ hotel and situated at _____, in _____, _____.

2. Food manager shall well and faithfully serve owner in such capacity, and shall at all times devote h□ whole time, attention, and energies to the management and improvement of the business, and shall perform all such services, acts and things as owner shall from time to time direct as set forth below:

(a). Food manager will have exclusive direction and responsibility of purchasing, storage, preparation and service of all food within _____ hotel, specifically set forth as the kitchen, coffee shop, dining-cocktail room, and in the rooms of the hotel whenever such is required by guests of the hotel.

(b). The dining-cocktail room may be used for the service of food to the public and may include private parties, wedding breakfasts, luncheons and banquets. But the dining-cocktail room shall not be available for private parties or banquets on Friday or Saturday evenings, or on the evenings preceding holidays, after _____ p.m. However, the normal service of food shall be permitted in the dining-cocktail room on such evenings.

(c). The service of beer, wines and liquors will be made by the waiters or waitresses, and such sales of beer, wines and liquors shall be accurately recorded on a separate check from the food check, and such separate checks shall be identified as cocktail bar checks, and payment of such cocktail bar checks shall be made after each serving in a manner prescribed by the owner, and shall not constitute in any manner a part of food income.

(d). Food manager shall accept the signature and charge food to guests previously having been certified by the clerk as guests of the hotel, and owner shall be responsible for the collection of such checks.

(e). Food manager will have the exclusive responsibility for the food operation without undue interference by owner, except in such cases specifically referred to in this agreement. However, at times mutually agreeable, food manager and owner or owner's representatives shall discuss and consider matters which may be of mutual interest in maintaining efficient and profitable operation.

(f). The food operation shall be conducted under the name and style of " _____ hotel coffee shop."

(g). All receipts from the food operation shall be deposited in _____ bank of _____, or such other depository as shall be designated by owner. The account shall be in the name of " _____ hotel, coffee shop account." All accounts receivable and payable shall be in the name of " _____ hotel coffee shop," and all expenditures to be made by check, except such items normally paid from petty cash, in which case a proper setup of accounting shall be prescribed. All funds in the account shall be under the direction and the exclusive responsibility of food manager, and all checks for withdrawal from the account shall be signed by food manager, or by such persons as are designated by h□.

(h). Food manager shall at all times maintain accurate books of account pertaining to receipts and expenditures, which books and records will be available at all times and subject to examination by owner's auditor.

(i). It is further agreed that the food income shall include commissions received from [that portion of] the music machine which is installed in the coffee shop, and also income from the sale of _____ [e.g., tobacco].

(j). Food manager shall be responsible for the proper care and maintenance of all equipment, including dining room furniture and furnishings, kitchen equipment and supplies, china and silverware, an inventory of which is appended to this agreement and contract, and marked "Exhibit A."

Food manager further agrees to replace damaged, missing, or worn articles with new items of the same or like kind and quality. At the expiration of this agreement or any renewal of it, food manager shall account to owner for the items or replacements included in the inventory and surrender the same to owner free and clear of all liabilities, reasonable use and wear excepted, but all articles to be in working order.

(k). During the term of this agreement or any renewal of it, food manager shall have the privilege of replacing or installing new equipment in the kitchen or coffee shop, such equipment to be paid for from the income of the food operation and to remain the property of owner.

(l). The coffee shop shall be kept open [at least] _____ days per week and prepared for service of meals at the usual mealtimes, morning, noon and evening.

3. As evidence of good faith, food manager will deposit, upon the signing of this agreement, in escrow, the sum of \$ _____ in a bank acceptable to owner, and will add to the escrow deposit beginning _____, 19____, not less than \$ _____ weekly deposit until the deposit amounts to the sum of \$ _____. In the event of the death of food manager during the term of this contract, owner agrees that it will, after payment of any and all outstanding obligations of the food operation at the time of the decease of food manager, release to the executor or administrator of food manager any balance of the sum placed on deposit in escrow under this agreement.

4. Food manager guarantees payment to owner as follows:

(a). During the first year of this contract, _____% of the first \$ _____ of weekly receipts, with a minimum guarantee of \$ _____ a week; _____% on an excess over \$ _____ up to \$ _____ a week; _____% on an excess of \$ _____ more per week; and _____% on any excess over \$ _____ a week.

(b). During the remaining _____ years of this agreement to pay _____% on weekly sales up to \$ _____ with a minimum guaranty of \$ _____ a week; _____% on the next \$ _____ of weekly receipts; and _____% on any excess over weekly receipts of \$ _____.

5. Workmen's compensation and public liability insurance shall be paid by food manager from the food operation in such amounts as are chargeable to the food operation by the insurance companies. Fire insurance covering the personal property in the grill and the kitchen, including attachments and appurtenances to them, shall be purchased by owner and paid for by food manager from the food operation.

6. All taxes, including social security, withholding, sales, income, or any other tax, or license fees pertaining to the food operation, shall be paid from the food operation in conjunction with the hotel as prescribed by owner.

7. Food manager shall have the authority and responsibility to operate the food business without interference from owner. It is understood, however, that food manager will conduct the operation in a high grade and orderly manner, and will not permit _____ [e.g., *questionable*] conduct or entertainment on the premises; that food manager will pay all food and other expenditures of the operation from the income of it and within a time consistent with good business practices, and not through negligence impair the good credit of owner.

8. In the event of fire or other catastrophe rendering impossible the food operation in the premises, the weekly payments reserved above shall be suspended until the premises shall again be available for the service of food, at which time the weekly payments reserved above will be resumed.

9. Gas, electricity and any other fuel used in the operation shall be metered exclusively to the food operation, with cost of consumption of the same to be paid for by food manager out of the food operation.

10. It is understood and agreed by the parties, that on the day of commencement of this agreement, food manager shall pay to owner, for stock of goods then on hand, the actual cost prices of them, as per inventory then to be taken.

11. After the payment of all accounts for food, wages, taxes, insurance and weekly payments to owner, and other expenses chargeable to the food operation, food manager shall receive as compensation the entire net profit from the food operation.

12. It is understood by owner and food manager, that wherever the word "food" or "food operation" is used in this agreement, beer, wines and liquor are specifically excluded and that food manager has no connection with or responsibility for them.

13. A control of income and expense of the food operation shall be maintained in such a manner, prescribed by the owner, as will insure proper conduct of the business in respect to income and payment of financial obligations when due.

14. Food manager shall be responsible for the premises where food is served, sleeping rooms excepted, and shall maintain the premises clean and neat, including the dining-cocktail room, at all times.

15. If at any time during the term of this agreement, any of the stores in the so-called hotel _____ block shall become vacant, owner agrees with food manager not to lease, demise or let any such store or stores to any parties who shall engage in the business of serving food to the public, but this provision shall not apply to the continued operation of the store in the block now engaged in the retail sale of ice cream, candy and popcorn.

[Add, if desired, clause as to termination of contract, for cause or on notice.]

In witness, etc.