

Contract Annex

Food Services, Kosher/HALAL Compliance, External catering, Liability, Damage Deposit and Waste Management

1. Hotel **The President** provides **room rental services only** and does **not provide any food and beverage services** within the meaning of applicable laws.
2. Hotel **The President** is not a kosher/halal-certified facility and **expressly disclaims any and all liability** for:
 - a. the kosher/halal status of food and beverages,
 - b. compliance with religious, cultural, or traditional rules or customs,
 - c. food safety, quality, composition, or origin,
 - d. allergens or dietary restrictions,
 - e. any personal injury, illness, or property damage arising out of the
 - f. consumption of food or beverages.
3. The Hotel does not perform, allow, or tolerate **any form of kosherization** of its premises, equipment, inventory, or facilities, whether temporary, partial, or symbolic.
4. **Full, exclusive, and unlimited responsibility** for the preparation, transportation, storage, handling, service, and consumption of food and beverages, including compliance with all religious, kosher/halal, sanitary, and legal requirements, rests with the **event organizer and the external catering provider**, who shall be **jointly and severally liable**.
5. The event organizer and the external catering provider hereby **agree to indemnify and hold harmless Hotel The President** from and against any and all claims, damages, losses, liabilities, penalties, fines, costs, third-party claims, and legal fees arising directly or indirectly from:
 - a. the consumption of food or beverages,
 - b. alleged or actual non-compliance with kosher/halal or religious requirements,
 - c. health-related incidents affecting guests,
 - d. inspections, decisions, or actions by governmental or regulatory authorities.
6. As security for potential damages, the event organizer shall be required to **pay a refundable damage deposit** in an amount determined by the Hotel **prior to the event - EUR 1,000**.
 - a. the damage deposit shall serve as security for **any damage, penalties, extraordinary cleaning, or costs** arising in connection with the event.
 - b. the Hotel shall be entitled to **unilaterally offset** any claims against the damage deposit.
 - c. if the damage exceeds the amount of the deposit, the organizer and the external catering provider shall **pay the balance immediately and in full**.
 - d. any unused portion of the deposit shall be refunded after post-event inspection of the premises.
7. **All waste generated in connection with the event**, including but not limited to food waste, packaging materials, disposable tableware, leftover food, and liquids (the "external waste"), **shall not be considered Hotel waste**.

8. The **collection, sorting, storage, and removal of external waste** shall be the **sole responsibility of the event organizer**, either:
- personally, or
 - through the external catering provider.
9. The Hotel shall have **no obligation** to handle, store, or dispose of such waste, and the use of the Hotel's waste systems, containers, or drainage is **strictly prohibited** unless expressly approved in writing by the Hotel.
10. Religious, cultural, or traditional requirements **shall not limit or exclude liability** under this clause nor exempt the organizer or caterer from obligations relating to the damage deposit or waste management.

(Clauses 1–10 remain unchanged; the following clauses are added and binding)

Obligation to Provide Catering Agreement

11. The event organizer shall be required to submit a copy of the valid agreement concluded with the external catering provider prior to the event, clearly stating in particular
- the identification details of the catering company,
 - the scope of catering services,
 - the caterer's responsibility for food preparation, handling, and service.
 - total price of the order
12. Failure to provide such agreement shall constitute a **material breach of contract** and entitle the Hotel to:
- deny access to the catering provider, or
 - cancel the event without any obligation to refund payments already made.

Corkage Fee

13. The event organizer acknowledges and agrees that the consumption of any food supplied by an external catering provider within the premises of Hotel The President is subject to a corkage fee of 30% of the total value of the food consumed on the Hotel premises.
- The basis for calculation of the corkage fee shall be:
 - the price stated in the catering agreement, or
 - the caterer's official price list.
 - The corkage fee shall be payable:
 - in advance based on a pro forma invoice.
14. The obligation to pay the corkage fee **applies regardless of the fact that the Hotel does not provide food services.**

Failure to pay the corkage fee entitles the Hotel to: offset the amount against the damage deposit.

Relationship Between Corkage Fee and Service Charge

15. The event organizer acknowledges that the corkage fee stipulated herein constitutes a **separate and independent charge**.
16. Payment of the corkage fee:
- does not relieve the organizer from the obligation to pay the 10% service charge** calculated from the room rental fee,
 - shall not be credited against the service charge,
 - shall not reduce or replace any other contractual payment obligations.
17. The 10% service charge on the room rental fee is mandatory and payable in accordance with the contract, regardless of:
- the use of external catering services,
 - the amount of corkage fee paid,
 - the volume or value of food consumed.

Any unilateral attempt to offset, reduce, or refuse payment of the service charge due to payment of the corkage fee shall constitute a **material breach of contract**.

Strict Prohibition of Access to Kitchen and Internal Areas

18. Hotel **The President** hereby expressly and strictly prohibits the event organizer, the external catering provider, their employees, subcontractors, and guests from entering:
- the Hotel kitchen,
 - storage areas,
 - technical rooms,
 - staff facilities,
 - and any other internal areas of the Hotel,

unless such areas are expressly designated in the rental agreement as accessible.

19. Access shall be limited exclusively to the areas explicitly agreed upon in the rental contract.
20. Any breach of this clause shall constitute a **material breach of contract** and shall entitle the Hotel to:
- immediately remove unauthorized persons,
 - suspend or terminate the event without refund,
 - claim damages and contractual penalties.

Responsibility for Auxiliary Materials and Prohibition of Hotel Staff Assistance

21. The event organizer acknowledges that all auxiliary materials related to external catering, including but not limited to:
- tablecloths and their replacement,
 - chair covers,
 - glassware, tableware, and cutlery,

- d. serving equipment,
- e. washing and handling of inventory,
- f. logistical and back-of-house equipment,

shall be provided exclusively by the external catering provider at its own cost and responsibility.

22. Hotel **The President** shall not provide:

- a. any tableware, glassware, or equipment for external catering,
- b. any laundry, textile replacement, or handling services,
- c. any assistance from Hotel staff in preparation, service, or cleaning related to external catering.

Any involvement of Hotel staff must be agreed upon in writing in advance and shall be subject to separate charges according to the Hotel's price list.

Unauthorized use of Hotel inventory or staff shall constitute a **material breach of contract**.

Final Provisions and Possibility of Individual Agreement

- 23. These provisions form an integral part of the room rental agreement of Hotel **The President** and are binding upon the event organizer and the external catering provider.
- 24. The Hotel reserves the right to require full compliance with the above conditions in order to protect its property, operations, and the safety of its guests.
- 25. At the same time, Hotel **The President** declares its willingness to discuss individual requests of the organizer, provided that:
 - a. prior written agreement is obtained,
 - b. the Hotel's operational and safety regulations are respected,
 - c. and any additional services are agreed at the applicable Hotel rates.
- 26. Any exception or extension of services must be confirmed in writing by an authorized representative of the Hotel and may be subject to additional charges in accordance with the current Hotel price list.

The Hotel's objective is to ensure a professional and smooth event while maintaining transparent and fair commercial terms.

on behalf of Contractor

on behalf of Customer

Prague. Date:

