

FOOD & BEVERAGE VENDOR AGREEMENT

Contract No: FB-2024-001

Date: January 15, 2024

Parties: Luxury Hotel Chain Inc. & Premium Culinary Suppliers LLC

AGREEMENT TERMS

Vendor: Premium Culinary Suppliers LLC

Address: 1234 Market Street, San Francisco, CA 94102

Contact: Sarah Johnson, Account Manager

Phone: (415) 555-0123

Email: s.johnson@premiumculinary.com

Client: Luxury Hotel Chain Inc.

Properties Covered: All West Coast locations (5 properties)

Effective Date: February 1, 2024

Contract Duration: 24 months

Renewal Options: Automatic 12-month extensions

PRODUCTS & SERVICES

Premium Seafood Division

- Fresh Pacific salmon, halibut, dungeness crab
- Daily delivery schedule: Tuesday, Thursday, Saturday
- Minimum order quantity: \$2,500 per delivery
- Quality guarantee: 98% acceptance rate required

Organic Produce Division

- Locally sourced vegetables and herbs
- Seasonal menu planning consultation included
- Delivery schedule: Monday, Wednesday, Friday
- Storage temperature requirements: 32-35°F

Specialty Meats & Poultry

- Grass-fed beef, free-range chicken, heritage pork
- Custom cutting and portioning services
- 48-hour advance notice for special orders
- Halal and kosher options available upon request

PRICING STRUCTURE

Base Pricing Model: Cost-plus with 18% markup

Volume Discounts:

- \$50,000+ monthly: 2% additional discount
- \$75,000+ monthly: 3.5% additional discount
- \$100,000+ monthly: 5% additional discount

Seasonal Adjustments:

- Q1 (Winter): Standard pricing
- Q2 (Spring): +3% seasonal premium
- Q3 (Summer): +8% peak season premium
- Q4 (Fall): +2% harvest season adjustment

Payment Terms: Net 30 days

Late Payment Penalty: 1.5% monthly service charge

Early Payment Discount: 2% if paid within 10 days

QUALITY STANDARDS & COMPLIANCE

Food Safety Requirements

- HACCP compliance mandatory for all products
- Monthly third-party quality audits
- Temperature logging for all deliveries
- Immediate notification of any quality issues

Sustainability Commitments

- 75% of products must be locally sourced (within 200 miles)

- Sustainable fishing practices for all seafood
- Organic certification preferred for produce
- Recyclable packaging requirements

Performance Metrics

- On-time delivery rate: Minimum 95%
- Order accuracy: Minimum 98%
- Quality rejection rate: Maximum 2%
- Customer satisfaction score: Minimum 4.5/5.0

DELIVERY & LOGISTICS

Primary Delivery Windows:

- Morning deliveries: 6:00 AM - 10:00 AM
- Afternoon deliveries: 2:00 PM - 6:00 PM

Emergency/Rush Orders:

- Available 24/7 with 4-hour notice
- 25% surcharge applies to rush orders
- Subject to product availability

Delivery Locations:

1. Luxury Hotel San Francisco - 123 Union Square
2. Luxury Hotel Napa Valley - 456 Vineyard Road
3. Luxury Hotel Monterey Bay - 789 Ocean Drive
4. Luxury Hotel Lake Tahoe - 101 Mountain View
5. Luxury Hotel Santa Barbara - 202 Beach Boulevard

FORCE MAJEURE & RISK MANAGEMENT

This agreement acknowledges that unforeseen circumstances including but not limited to:

- Natural disasters (earthquakes, wildfires, floods)
- Transportation strikes or disruptions
- Government regulations or health emergencies
- Supply chain disruptions beyond vendor control

May impact delivery schedules and product availability. Both parties agree to work collaboratively to minimize service disruptions and communicate proactively about potential issues.

TERMINATION CLAUSES

Termination for Convenience: Either party may terminate with 60 days written notice

Termination for Cause: Immediate termination allowed for material breach

Contract Violations: Three consecutive failed deliveries constitute grounds for termination

SIGNATURES

Premium Culinary Suppliers LLC

Signature: _____

Name: Michael Chen

Title: Vice President, Sales

Date: January 15, 2024

Luxury Hotel Chain Inc.

Signature: _____

Name: David Rodriguez

Title: Director of Food & Beverage Operations

Date: January 15, 2024

This contract is governed by California state law. Any disputes will be resolved through binding arbitration in San Francisco County.