

### SERVICE AGREEMENT

This Agreement is made on this 7th day of June, 2018 by and between the Italian Cultural Institute, located at 3000 Whitehaven Street NW, Washington, DC 20008, represented by Emanuele Amendola, Director, hereinafter called "Institute" and Oro Catering, located at 10312 Southard Drive, Beltsville, MD 20705, represented by Pina Dubbio Felaco, Proprietor, hereinafter called "OC"

#### Whereas:

The Istituto is presenting the event "Libiamo! La Traviata with the Washington National Opera" (the Event), which will take place on September 24, 2018 at 6:00 pm, at the Chancery of the Embassy of Italy, located at 3000 Whitehaven Street NW, Washington, DC (the Venue), and accepts the proposal presented by OC on September 7, 2018 pertaining catering services (the Proposal), which shall constitute an integral part of this Agreement.

The two Parties to this Agreement, as represented above, agree to the following terms and conditions:

#### 1. Scope of work and methods of execution

- 1.1. OC shall guarantee the execution of the service according to the proposal
- 1.2. OC shall guarantee the fulfillment with the competent authorities of any and all obligations pertaining the acquisition and protection of copyrights pertaining to the Performance.
- 1.3. OC shall execute the Performance in full compliance with the laws, codes, and regulations currently in effect in the United States.
- 1.4. The Performance cannot be assigned to third parties without the written consent of IIC.

#### 2. Fee and method of payment

- 2.1. IIC commits to corresponding the gross sum of US\$ 1,485.00 (One Thousand Four Hundred Eighty Five US dollars and 0 cents) as compensation for OC's obligations outlined in item 1 (the "Fee").
- 2.2. The Fee is inclusive of any and all expenses that are the responsibility of OC in the fulfillment of their obligations that are not specifically assigned to IIC by this Agreement, including, but not limited to travel expenses, and room and board expenses for the cast and crew involved in the performance.
- 2.3. The payment of the Fee shall be made by bank check issued to Oro Catering after the successful conclusion of the Event, and upon receipt of the relevant invoice.

#### 3. Taxes

- 3.1. OC commits to the fulfillment of any and all federal and local tax obligations that may result from the payment of the Fee mentioned in item 2.



**4. Liability**

- 4.1. OC shall be responsible for all accidents and injuries caused to the cast and crew and to their employees and/or third persons, and/or damages in relation to their participation in the Event, and keep liability insurance for any and all employees participating in the Event, covering property loss or damage, personal injury or death suffered by anyone during the course of the Event.

**5. Requirements**

- 5.1. OC certifies, under its responsibility, the following:
  - 5.1.1. On the basis of its expertise and qualifications, OC is a professional organizations in its own field, and has obtained the proper authorization to operate from the competent federal and local authorities confirming the existence of the required professional capabilities and the presence of sound business practices. Initials AA
  - 5.1.2. OC has not been declared insolvent by a court ruling, and it is clear of any pending legal proceedings. Initials AA
  - 5.1.3. OC has not been convicted for professional misconduct and/or financial crimes. Initials AA
  - 5.1.4. OC has not engage in child labor practices and has not participated in or facilitated any form of human trafficking. Initials AA
- 5.2. OC agrees to a background check to verify the veracity of the above statements. Initials AA

**6. Force majeure**

- 6.1. The non execution of the obligations under this agreement due to force majeure recognized by the laws and customs will not constitute breach of contract.
- 6.2. The Parties shall be excused from their obligations in the event of a cancellation of the performance due to proven legitimate condition or occurrence beyond their control. Each Party agree to bear the costs already sustained, waiving their right to recourse.
- 6.3. The Parties will not be held accountable for loss of money and other issues related to the cancellation of the performance due to force majeure, nor will the Parties be held responsible for any bad press or bad publicity that could arise as a consequence of the cancellation.

**7. Rescission and termination**

- 7.1. IIC reserves the rights to rescind this agreement by simple written notification to OC with no obligation to fulfill its obligations, in the following cases:
  - 7.1.1. evident negligence of OC in the execution of its obligations;
  - 7.1.2. failure of OC to comply with the terms of this agreement. Termination of this Agreement due to proven lack or subsequent loss of the requirement listed in item 5.1.1. through item 5.1.4. will incur a penalty equal to 5%, payable immediately to IIC.



**8. Jurisdiction**

- 8.1. This Agreement is subject the laws, regulations, and codes currently in force in the District of Columbia.
- 8.2. In case of any dispute pertaining to the execution and interpretation of this Agreement, the Parties agree to take legal action only after all attempt to reach an amicable resolution are exhausted, and agree that the competent Court exercising jurisdiction over this Agreement is Washington, DC. The immunity and privilege established by international agreements shall apply.

**9. Transparency and privacy**

- 9.1. The Parties agree to the processing of personal information in compliance with the laws on the right to privacy.
  - OC gives his consent to the processing of the information contained in this Agreement, in accordance with the laws on transparency in the Italian Public Administration (Legislative Decree 33/2013).
  - OC denies his consent to the processing of the information contained in this Agreement, in accordance with the laws on transparency in the Italian Public Administration (Legislative Decree 33/2013).

Initials 

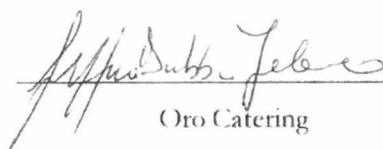

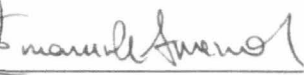
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**10. Other provisions**

- 10.1. This Agreement does not constitute an employment agreement between the two Parties.
- 10.2. This Agreement cannot be automatically renewed.

This Agreement drafted in 2 (two) originals is signed by the parties.

Washington, DC, September 7, 2018

		
Oro Catering		Italian Cultural Institute
Pina Dubbio Felaco, Co-proprietor		Emanuele Amendola, Director