

## SERVICE AGREEMENT

This Agreement is made on this 9th day of October, 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 "Frontaliers Disaster: An Evening of Swiss-Italian Comedy and Conversation" (the Event), which will take place on October 19, 2018 at 6:00 pm, at the Embassy of Switzerland, located at 2900 Cathedral Avenue NW, Washington, DC (the Venue), and accepts the proposal presented by OC on October 9, 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\$ 655,00 (Six Hundred Fifty 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 
  - 5.1.2. OC has not been declared insolvent by a court ruling, and it is clear of any pending legal proceedings. Initials 
  - 5.1.3. OC has not been convicted for professional misconduct and/or financial crimes. Initials 
  - 5.1.4. OC has not engage in child labor practices and has not participated in or facilitated any form of human trafficking. Initials 
- 5.2. OC agrees to a background check to verify the veracity of the above statements. Initials 

**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% of the Fee, payable immediately to IIC.



