

Eastman Catering Services Requirements

In order to cater an event at an Eastman Chemical Company facility, the catering company must read, understand, and acknowledge the requirements listed below. This does not apply to any company operating an on-premise restaurant on an Eastman campus.

1. License Requirements

Caterer must be properly licensed to do business in the location of the event, cook all food in a facility with an approved sanitation rating, and provide the Employee Services Coordinator with his/her appropriate state sales tax number and Federal ID number. Caterer must comply with all rules, regulations, laws established for their jurisdiction. Eastman accepts no responsibility or liability for any violation or infraction made by Caterer of said rules and regulations.

2. Catering Policies and Procedures

- 2.1. Caterer shall abide by all operational policies and procedures established for the specific area where catering is being provided. Caterer will comply with all fire code and safety requirements. Caterer shall not use, or permit the use of, flammable liquids, open flame, electrical equipment, cables and connections or the use of propane without prior approval of the facility management. All decorations must be fire retardant and certain decorations may require a Certification of Fire Retardancy. All necessary permits may be obtained from Eastman. Caterer is encouraged to inquire prior to the event regarding the use of decorations, equipment, etc.
- 2.2. Caterer must comply with smoking regulations in effect in the area(s) where catering is being performed.
- 2.3. Caterer must be present to receive equipment and supplies delivered to Eastman property in preparation for a catering event. (Note exceptions at Lodge and Planning Center).
- 2.4. Caterer must remove all equipment and supplies from Eastman property and return the area to pre-event condition immediately upon completion of the event. Eastman is not responsible for any equipment or supplies left overnight after a catering function. (Note exceptions at Lodge and Planning Center).
- 2.5. Caterer will exercise all reasonable care in its activities in and related to providing catering services at Eastman. Failure to comply with any of the above could result in revocation of catering privileges, court costs, attorney fees, fines, and payment of damages.

3. Catering Services at Eastman's Kingsport, TN Lodge & Planning Center

- 3.1. Cooking facilities refers to kitchens and/or grills located at the Lodge or Planning Center and it's patios.
- 3.2. Caterer shall not use the cooking facilities or any equipment or access any area without the written consent of the Lodge Recreation Assistant.
- 3.3. Caterer is responsible for all replacement or repair costs for any damaged or missing equipment, or all other items owned by Eastman and accessed by the Caterer, as well as any related Services provided by Eastman in connection with such replacements or repairs.
- 3.4. Alcoholic beverages (beer and wine only) are permitted in the Lodge and on attached patio. Mixed drinks, wine, and beer may be used in connection with Planning Center functions. In the event that alcohol will be dispensed at a catering event, Caterer's employees must be properly licensed to dispense alcoholic beverages.
- 3.5. Caterer must provide all catering equipment and items necessary for the completion of each function including all food products needed. Dependent on availability, Eastman will provide major installed equipment, outdoor grills, dishes, glassware, silverware, trays, ice, dish machine chemicals, brooms, mops, coffee and tea filters, and trash bags. All food service items belonging to the Caterer must be removed from the facility immediately upon completion of the event. Rental equipment must be placed in designated location for pick-

up by the rental company. Eastman is not responsible for items lost, damaged or stolen, which belong to either Caterer or a rental company.

- 3.6. At the completion of the event, Caterer will provide timely and thorough cleanup of kitchen, serving area, and patio, if used. Cleanup will include, but is not limited to, sweeping floors, wiping up spills, cleaning equipment, removing trash, cleaning garbage cans, returning dishes, glassware, and silverware to proper storage location, and removal of all food and personal equipment from the premises. Immediately after cleanup and removal of equipment, the catering representative will be required to do a walk-through of the areas used by Caterer with the Kitchen Coordinator, as well as conduct an inspection and count of all equipment used and condition thereof. The inspection will include (1) condition of all the areas used or accessed by Caterer and (2) inventory and condition of all equipment used. Caterer and Kitchen Coordinator are expected to sign the check-in and check-out list. Delays of equipment removal time, absence of an authorized representative, or any other situation during removal that causes a financial imposition regarding unscheduled staff time to the facility will be billed to Caterer.

4. Payment Card Industry Data Security Standard

If, in the course of its engagement with Eastman, Caterer has access to or will collect, access, use, store, process, dispose of or disclose credit, debit or other payment cardholder information, Caterer shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at Caterer's sole cost and expense. In the event of a breach of credit card data, the Caterer shall indemnify, defend and hold harmless Eastman from any claims, damages, interest, attorney's fees, penalties, costs and expenses arising out of such third-party claim(s).

5. Nondisclosure

All information that Eastman discloses to Caterer or that Caterer observes or acquires relating to Eastman and its business, and any information or work product generated by Caterer in connection with services under this order is the Confidential and proprietary information of Eastman (Confidential Information). Confidential Information is not information that: (a) was in Caterer's possession, under no obligation of secrecy, at the time it is disclosed to Caterer by Eastman and was not obtained directly or indirectly from Eastman; or, (b) is or becomes known to the public through no fault of Caterer; or, (c) is furnished in written form, under no obligation of secrecy, to Caterer by another party having a bona fide right to disclose it. Caterer may disclose Confidential Information to appropriate authorities that, in the opinion of its legal counsel, Caterer is required to disclose or produce by applicable law, provided that Caterer promptly notifies Eastman of such obligation and reasonably cooperates with Eastman to ensure confidential treatment of the Confidential Information so produced or disclosed.

6. Indemnification and Loss/Damage Liability

In performing the services covered by this order Caterer shall establish and use all reasonable means to prevent injury to persons and property in connection with the services; and shall indemnify, defend, and save harmless Eastman from all loss, costs, damages, expense and liability for property damage and for bodily injuries to, or death of, any and all persons, including without limitation, as to both property damage and bodily injury, Caterer and Eastman and their respective agents and employees, occasioned in any way by the acts or omissions of Caterer, or Caterer's agents, employees or subcontractors, their agents or employees, during or in connection with said work, whether or not such property damage, bodily injury or death is partially occasioned by the negligence of Eastman, its agents or employees.

7. Insurance

Caterer shall be solely responsible for providing all of its own insurance and shall at all times maintain such insurance in the types and amounts for the contractual liabilities assumed herein including, without limitation, automobile, general liability and worker's compensation as will protect it: (i) from claims under workers' compensation acts; (ii) from any claims for damages, for injuries, including

death, either to its employees, subcontractors or others; and (iii) from claims on account of property damage which may arise in connection with this Agreement, whether performed by Caterer or by its subcontractors or anyone directly or indirectly employed by either of them. Caterer shall furnish to Eastman proof of insurance upon request. Caterer waives all right of recovery or subrogation with respect to damages, losses or claims, whether or not paid under any of the insurance it maintains.