

Catering Agreement

General Agreement

THIS CATERING AGREEMENT is entered into this ___ day of _____, (Year) by and between _____ hereinafter referred to as the "CLIENT" and Kelly's Catering hereinafter referred to as the "CATERER".

Particulars

WHEREAS The CLIENT will have an event described as follows:

Event: _____
Location: _____
Date: _____
Time: _____
Guest Count: _____

WHEREAS the CATERER is a duly and registered licensed catering company. WHEREAS the CATERER agrees to provide catering service for CLIENT'S above stated event. NOW THEREFORE both parties bind themselves and agree as follows:

- 1. DEPOSIT: Estimate 50%** is due and demandable at the time of booking, to be deducted from the Total Final Payment, unless other prior arrangements have been made.
- 2. FINAL PAYMENT: Final Payment will be due and demandable before we serve the day of the event.**
- 3. PAYMENT METHOD:** All prices quoted are based on cash payments.
 - 3.1 Payment by Credit Card is available.
- 4. GUEST COUNT:** Final Guest Count is due seven (7) days prior to the event date. **A 100% guarantee will be enforced.** Client may provide containers for food, and if short the 100%, caterer will leave food for difference. If there is more guest attending than the guaranteed guest count, the CATERER will charge the CLIENT accordingly.
- 5. TIME:** CLIENT will be billed for additional staff hours for any time extension beyond the prior agreed upon time. Charge is \$20/hr per server provided by CATERER.
- 6. CHANGE OF EVENT DATE or VENUE:** CATERER will apply the entire balance of CLIENT's deposits and prepayments towards another event, subject to CATERER's availability. All costs are subject to change.
- 7. ASSIGNABILITY:** This contract is not assignable without the prior written consent from the CATERER.
- 8. CANCELLATION BY: CLIENT / VENUE / ACTS OF GOD:** All prepayments and deposits are returned in full (less \$ 150.00) if the event is cancelled by CLIENT, the venue or by an act of God, 180 days or more, from the event date.
 - 8.1. If the event is canceled, between ninety (90) days and one hundred seventy nine (179) days from the event date, all prepayments and deposits are returned to CLIENT in full (less Fifty percent (50%) of the service deposit amount up to but no more than \$150.00).
 - 8.2. If CATERER is able to re-book the date with a similar event, all prepayments and deposits are returned in full (less \$ 150.00 service fee).

9. CANCELLATION BY CATERER: CATERER reserves the right to terminate this contract for any valid reason.

9.1 IF CATERER terminates this contract before thirty (30) day period prior to the event date, all deposits and prepayments will be returned in full within ten (10) days.

9.2. IF CATERER terminates this contract within the thirty (30) day period prior to the event date, all deposits and prepayments will be returned in full within ten (10) days as well as an additional \$ 150.00 as penalty.

10. DAMAGE:

10.1. CATERER assumes no responsibility for ANY damage or loss of merchandise, alcohol, equipment, furniture, clothing or other valuables prior to, during or after the event. CATERER will do everything possible to ensure that all of CLIENT's supplies, rentals and equipment are cared for and maintained in good working order and without damage.

10.2. When providing the location for the event, the CLIENT, understands that accidents/breakage and/or damage may sometimes occur. CATERER will not be liable for any damage or loss, unless specifically caused by the willful negligent actions or conduct of CATERER or its employees.

11. CATERER LIABILITY: CLIENT absolves CATERER from any third party claims, except for actions caused by CATERER and/or negligence of its employees. Such claims to amount to a maximum amount of USD two hundred (\$ 200.00) only.

12 INSURANCE: CATERER is insured through LeMars Insurance Co.

13. TAXES: CLIENT will be charged the applicable current rate for all services rendered as determined by the concerned government body.

14. UNLAWFUL ACTIVITIES: The CLIENT will comply with all the laws of the United States of America and the State of _____, all municipal ordinances and all lawful orders of police and fire departments, and will not do anything on the event premises in violation of any laws, ordinances, rules or orders. If unlawful activities should occur on the premises, and the event is cancelled, there will be no refund of any kind from CATERER to CLIENT.

15. AMENDMENT AND SUPPLEMENT: Any amendment and supplement to this Agreement shall come into force only after a written agreement is signed by both parties five (5) days before the event date. The amendment and supplement duly executed by both parties shall be part of this Agreement and shall have the same legal effect as this Agreement.

16. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the USA.

IN WITNESS THEREOF the parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the date first set forth above.

Signed this day _____, _____ (year).

Client _____ Caterer _____

Client Phone _____

Deposit along with contract to:

Kelly's Catering

Box 292

209 Main St

Hospers IA 51238