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# Catering Contract

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This Catering Contract (the "Contract"), is entered into on this \_\_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_, by and between the following parties:

**Caterer****Name of Client****Address of Caterer****Address of Client**

WHEREAS, Client seeks the services of Caterer and the Caterer offers the services to Client  
for the following Event:

**Date start****Date end****Time start****Time end****Venue Address****Guest Count**

The Parties agree upon the following:

## 1. Menu Choices

The Parties hereby agree that the choices of menu shall be selected by the Client from below, which shall be used as a reference to which the menu shall be sourced, but without prohibition or restriction to the Caterer should it decide for it to make small changes in case of unavailability of ingredients.

	Select Order	Quantity
Apetizers		
Soup		
Main Course		

## **2. Payment**

The Client will pay to Caterer \_\_\_\_\_ per person, subject to the number of guests that may arrive in the event, but no less than the number of guests indicated by the Client to this Contract. Any modifications to the number specifications should notify the Caterer 24 hours before the event.

As of the signing of this Contract, the total amount is estimated to be \_\_\_\_\_ ("Estimated Total Cost"). A \_\_\_\_\_ down payment will be made to the Caterer upon signing this Contract, with the remaining balance to be paid after the event, subject to the decrease of headcount 24 hours prior the event date as to be notified by the Client, or increase of headcount during the event.

## **3. Cancellation by Client**

In the event that Client wishes to cancel the services of Caterer, the Client must provide written notice of cancellation to Caterer \_\_\_\_\_ days prior to the event date.

A cancellation fee of 20% from the total contract amount shall be made, which shall be deducted from the down payment. The remaining balance, if any, shall be returned to Client. In case of failure to notify Caterer, the Client shall be billed the total amount of the Contract.

## **4. Cancellation by Caterer**

The Caterer may cancel this Agreement at any time by providing a replacement to the Caterer, subject to the Client's written approval. In the alternative, the Caterer shall refund all monies paid by the Client, including the non-refundable deposit, less any expenses incurred.

## **5. Responsibilities**

The Caterer is responsible for the utensils, mantels, table cloths and tables to be used on the event.

The Client is responsible for costs that may be incurred on the venue including the acquisition of necessary permissions and authorizations for the Caterer in order to properly set up the facilities and services in said venue.

In case Caterer shall be unable to fulfill its obligations for reasons outside its control, Caterer shall communicate with Client promptly in providing solutions, including, but not limited to, locating a replacement catering service without additional cost to Client.

The Client may opt for a full refund, but in no case, Caterer shall be responsible for any cost or damage under these circumstances. It shall be the responsibility of the Client to provide access to the venue to the Caterer hours in advance prior to the start of the event and to secure hours for clean up after the event. Caterer shall be responsible in the presentation and shall ensure other arrangements.

## **6. Costs**

Menu prices are subject to change within \_\_\_\_\_ days of the event. If a drastic change in the costs occurs, the Client shall pay the additional cost based on the current adjusted price, or can choose to substitute other menu item(s) to maintain the agreed upon per person price.

If the Caterer needs to add items to the menu in order to provide the services mentioned above, then they need to notify the Client in writing immediately. If the Client approves the addition, then the Client agrees that the price of the item shall be added to the total balance.

If the Client wants to change some of the items in the menu, then he/she needs to notify the Caterer in a reasonable and timely manner. The Client accepts and understands that the price of the additional items shall be charged to him/her.

## **7. Guest Count**

The Client agrees to provide the final number of guests to the Caterer \_\_\_\_\_ business days prior to the event. After this date, the final guest count can only increase. Any and all increases in guest count shall be subject to additional costs. If there are more guests than the guaranteed number of guests, the Caterer reserves the right to charge the Client accordingly.

Children under the age of \_\_\_\_\_ are free of charge, unless the Client wishes to provide service/seating for them. Children from \_\_\_\_\_ years of age shall be charged half the price of the agreed upon price per person but not lower than \_\_\_\_\_ per child.

## **8. Damage**

The Caterer is free of responsibility for any damage or loss of any equipment or other valuables prior to, during or after the event. Damage or loss of any equipment not at the fault of the Caterer, shall be charged to the Client based on current item pricing.

The Client understands that all property brought to the event location (excluding "Drop and Drop Set Catering Services"), including, but not limited to, all serving equipment and all other property belonging to Caterer, shall be removed by the Caterer before caterer leaves event location unless arrangement have been made for next day pickup, whichever is previously agreed upon by both parties.

## **9. Food Quantity**

The Caterer shall prepare between \_\_\_\_\_ % and \_\_\_\_\_ % overage based upon the final guest count. Part of this overage is to include the staff or service providers. The Client shall not be charged for this overage.

## **10. Miscellaneous**

### **Insurance**

The Caterer has general liability insurance relating to Caterer's services at the Event.

### **Indemnity**

The Parties shall indemnify and hold harmless each other for any damage, theft, or loss by any Party occurring at the event, causes by any of Client's guests, without causes of misconduct, willful negligence, or misconduct.

### **Compliance**

Caterer assures that Caterer is compliant with the applicable health laws of the state relating to food preparation and services.

### **No-Assignment**

This Contract, the rights and responsibilities, and obligations of the parties are exclusive and cannot be assigned or transferred to any third party without prior written consent in writing and signed by both parties.

### **Disputes**

The Parties shall resolve any controversy or dispute in a private manner, and without acts of public humiliation, such as, but not limited to, negative publication through social media. The parties shall resolve any issues through arbitration, with both parties unanimously selecting an arbitrator. Costs to the proceeding shall be shouldered by the losing party, other than the awards.

### **Modification**

Any changes and/or modifications to this Contract must be made in writing to be signed by both Parties.

### **Severability**

In the event any provision of this Contract is deemed invalid or unenforceable, in whole or in

part, that part shall be severed from the remainder of the Contract and all other provisions should continue in full force and effect as valid and enforceable.

**Governing Law and Jurisdiction**

The Parties agree that this Contract shall be governed by \_\_\_\_\_.

**IN WITNESS WHEREOF**, the Parties hereunto execute and make this Contract effective, on the day and year set forth on their signatures below.

**Caterer**

**Client**

**Date Signed**

**Date Signed**

**Signature**

**Signature**



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