



This agreement, made and entered into this day of **Tuesday, July 19, 2016** by and between Greens Point Catering, Inc. (hereinafter called "Caterer") and **Front Range First Responders** (hereinafter called "purchaser") of ,

WITNESSETH

In consideration of this agreement, the parties hereto agree to as follows:

1. The Caterer agrees to cater an affair according to menus submitted and mutually agreed upon on the day and date of **Saturday, December 17, 2016** at **Brookside Gardens** commencing at **5:00 pm and ending at 10:00 pm**
2. The Purchaser agrees to pay the total of bill guaranteed. Guarantee for number of guests to be confirmed in writing by the purchaser at least ten (10) business days before the event. At this point, guest count may not reduce. Any additional meals added to the guest count after final number is given will incur a \$3 fee per guest.
3. The Caterer acknowledges receipt of a **deposit of \$500** upon signing of the contract. The Purchaser agrees to pay one hundred percent (100%) of the balance at least seven (7) business days prior to the event. Any incidental charges incurred during the event shall be paid within thirty (30) days after the event. Finance charges will accrue on all balances which are thirty (30) days past due. A monthly periodic rate of two percent (2%), an annual interest rate of twenty four (24%), accrues on daily balances which are thirty (30) days past due. Finance Charges are included in the balance from the day following the billing date on which such Finance Charges are initially billed up to the date when payment is posted by us.
4. Purchaser agrees to pay for additional guests served over the guaranteed number. Also, Purchaser agrees to pay for any extra staff or extra hours necessitated by an unexpected number of guests or longer than planned event hours or any unforeseen work requirements by location managers or owners.
5. All Federal, State and Municipal taxes applicable to this function shall be paid for separately by the Purchaser, in addition to the prices herein agreed upon.
6. Purchaser agrees to begin the function promptly at the scheduled time and to vacate the premises at the closing hour indicated. The Purchaser further agrees to reimburse the Caterer for overtime wage payments or other expenses incurred by the Caterer because of Purchasers failure to comply with these regulations.
7. Purchaser assumes responsibility for any and all damages caused by any guest, invitee or other person attending the function.
8. It is understood that Purchaser will conduct function in an orderly manner and in full compliance with all applicable laws, ordinances and regulations (and any special requirements of renter if set forth in contract)
9. Caterer, specifically Greens Point Catering, Inc., will not be held responsible for any lost or stolen property of guests or property of location. Purchaser will assume full responsibility for any losses & rental damages and be billed by Caterer for any such problems.
10. Purchaser agrees to supply Caterer with tentative floor plan, when applicable, at least one

(1) week prior to the event.

11. This Agreement is contingent upon the absence of strikes, labor disputes, accidents or any other causes beyond the control of the Caterer.

12. This agreement is not assignable.

13. Cancellations: If cancellation of the scheduled function occurs within thirty (30) days of the date the deposit was received by Greens Point Catering, a refund of the deposit will be made minus a \$50.00 fee. Any cancellation made after thirty (30) days from the date the deposit was received by Greens Point Catering will become a full forfeiture of any advance deposit made.

14. Purchaser agrees to indemnify and hold Caterer harmless from any loss, attorney's fees, damages, claims of any kind, judgments or the like that may occur due to accident, damage or death that may occur to any person or guest involving the consumption of liquor. All Purchasers must supply their own liquor. Purchaser is solely responsible for any liability due to third parties supplying additional liquor at the event.

15. Any unpaid balance due by Purchaser to Caterer shall be referred to a collection agency. If the unpaid account is referred to a collection agency, Purchaser agrees to pay, in addition to interest at the monthly periodic rate of two percent (2%), a reasonable collection fee which shall be thirty percent (30%) of the unpaid principal balance and all other costs of collection, including but not limited to, attorney fees and court costs.

16. Please notify the catering office of the guaranteed number of guests attending the function at least ten (10) business days prior to the event. If no final number is received, Greens Point will consider the number indicated on the original agreement forms to be the correct number of guests. The guaranteed number of guests will be the minimum charged, even if fewer guests actually attend the event.

SIGNATURES:

Donn Nannen or Bridgette Nannen for Greens Point Catering, Inc.

: _____

Purchaser : _____

Purchaser : _____

Date : _____



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