

CATERING CONTRACT

This Catering Contract is entered into between _____ (“Caterer”) and _____ (“Client”) (together, “Parties”) and sets forth the agreement between the Parties relating to catering services to be provided by the Caterer for Client for the event identified in this Contract.

1. Event Details. Client is hiring Caterer to provide food and beverages, and related services, for the following event (“Event”):

Event Date:	
Event start time (for guests):	
Event end time (for guests):	
Location of Event:	
Estimated number of guests:	

2. Menu and Services Provided. The Parties have agreed to the menu and services to be provided attached to this Catering Agreement as ‘Exhibit A’. Caterer reserves the right to make small changes to the menu and personnel if key ingredients and duties are unable to be sourced due to reasons beyond the control of the Parties. Caterer and Client shall confirm the final menu and services, including any necessary alterations, no later than 5 days prior to the Event. No alcoholic beverages will be served without a separate agreement relating thereto.

3. Coordination with Venue. Caterer will need to have access to the Venue no later than _____ hours in advance of the Start Time for the Event, and _____ hours after the End Time for clean up. Client will make all necessary arrangements, at Client’s expense, to get this access arranged.

4. Payment Terms. In exchange for the services of Caterer as specified in this Catering Contract, Client will pay to Caterer \$____ per person attending the event, but in no event less than the Guest Count provided by Client to Caterer one week in advance of the Event. As of the signing of this Contract, the total amount is estimated to be \$_____ (“Estimated Total Cost”).

- a. Payment will be made to the Caterer as follows: \$_____ deposit due on the date of signing, and the balance of approximately \$_____ will be due one week in advance of the event. The exact amount due will be determined, and provided from Client to Caterer in writing, one week in advance of the Event along with a Final Guest Count.

5. Responsibilities for Related Costs. Client is solely responsible for all costs and/or deposits relating to use of the Venue, and for obtaining any necessary permissions, authorizations, or other requirement of Caterer providing services at the Venue.

6. Insurance and Indemnification. Caterer has, or will obtain, general liability insurance relating to Caterer's services at the Event. However, Client will indemnify and hold harmless Caterer for any damage, theft, or loss of Caterer's property occurring at the event, caused by any of Client's guests.

7. Cancellation. If the Client needs to cancel the event, Client must provide written notice to Caterer along with any required cancellation fee described in this Catering Contract, to effect cancellation. Client understands that upon entering into this Contract, Caterer is committing time and resources to this Event and thus cancellation would result in lost income and lost business opportunities in an amount hard to precisely calculate. Therefore, the following cancellation limitations will apply:

- a. If Client requests cancellation of this Contract 90 days or more before the Event, Caterer shall be entitled to _____ percent of the Estimated Total Cost.
- b. If Client requests cancellation 45-89 days before the Event, Caterer shall be entitled to _____ percent of the Estimated Total Costs.
- c. If Client requests cancellation 31-44 days before the Event, Caterer shall be entitled to _____.
- d. After 30 days in advance of the Event, Caterer shall be entitled to 100 percent of the Estimated Total Cost. The Client's deposit will be credited against the cancellation fees owed. Any balance will be payable upon the notice of cancellation.

8. Legal Compliance. Caterer will work in compliance with all applicable local health department rules and regulations relating to food preparation and food service.

9. Assignment. This Contract cannot be assigned by either Party without the other's written consent, with the exception set forth in paragraph 10, below.

10. Limitation of Remedies. If Caterer cannot fulfill its obligations under this Contract for reasons outside of its control, Caterer may locate and retain a replacement catering company at no additional cost to Client, or refund Client's money in full. Caterer will not be responsible for any additional damages or compensation under these circumstances.

11. Resolution of Disputes. The Parties agree to not post any negative information about the other arising out of this Contract or Event on any online forum or website without providing advance written notice of the intended content thereof, and providing the other party with an opportunity to resolve any issues between the parties amicably.

12. Severability. In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the

Agreement and all other provisions should continue in full force and effect as valid and enforceable.

13. Waiver. The failure by either party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

14. Legal Fees. In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees. Legal and Binding Agreement. This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding both in the United States and throughout Europe. The Parties each represent that they have the authority to enter into this Agreement.

15. Governing Law and Jurisdiction. The Parties agree that this Agreement shall be governed by the State and/or Country in which both Parties do business. In the event that the Parties do business in different States and/or Countries, this Agreement shall be governed by [STATE] law.

16. Entire Agreement. The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures this ____ day of _____, 2019, as follows:

CLIENT:

CATERING COMPANY:

[Signature]

[Signature]

EXHIBIT A