CATERING CONTRACT

This Catering Contract (this "Contract") is made on _____, 20____.

Caterer: _____, mailing address _____.

Client: _____, mailing address _____.

1. THE EVENT

Type of event (check one): [ ] wedding; [ ] corporate event; [ ] private party; [ ] fundraiser or gala; [ ] other: _____.

Event date: _____. Venue (name and address): _____ (the "Venue").

Service style (check one): [ ] plated; [ ] buffet; [ ] family style; [ ] food stations; [ ] drop-off delivery with no staff at the event.

Service hours: from _____ to _____. Earliest setup time: _____. For drop-off, delivery window: _____.

2. GUEST COUNT

Client expects about _____ guests. Client will give the final guest count in writing at least _____ days before the Event. For a per-guest price, the final count is the guaranteed count, and the minimum charged is _____ guests. A flat price covers up to the estimated count.

3. MENU AND SERVICE

Appetizers: _____.

Soups and salads: _____.

Main courses: _____.

Side dishes: _____.

Desserts: _____.

Non-alcoholic beverages: _____.

Special diets: _____. Caterer may substitute an ingredient of similar quality and value if one becomes unavailable. On request, Caterer will say which items contain common allergens; its kitchen handles them, so it cannot promise any item is free of traces.

4. STAFF, EQUIPMENT AND ALCOHOL

Caterer will provide at least _____ staff members. Service past the end time, if Client asks and Caterer agrees, costs $_____ per staff member per hour.

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Caterer will provide these items: _____. Client pays for Caterer's equipment that Client or its guests lose or damage, other than normal wear.

Alcohol (check one): [ ] none; [ ] Caterer runs a bar under its own license: _____, for $_____ or included in the price; [ ] Client supplies and handles its own alcohol, and Caterer will not buy, sell, pour or serve it.

5. PRICE AND PAYMENT

Price (check one): [ ] $_____ per guest; [ ] a flat price of $_____. Sales tax is added where it applies.

Service charge: _____%. It is a fee Caterer keeps for its costs, not a tip. Staff gratuity: [ ] not included, any tip is up to Client; [ ] _____% added to the bill, paid in full to the staff.

Deposit of $_____ due at signing; $_____ due on _____; $_____ due on _____; the final balance due on _____.

6. CANCELLATION AND CHANGES

If Client cancels in writing more than _____ days before the Event, Client owes only the deposit. From _____ to _____ days before, Client owes the deposit or _____% of the estimated total, whichever is greater. Fewer than _____ days before, Client owes the full estimated total. These amounts are a reasonable estimate of Caterer's losses and not a penalty.

Client [ ] may [ ] may not move the Event date once to a date within 12 months when Caterer is available. If Caterer cancels for a reason other than Client's breach or a force majeure event, it refunds every payment within 7 days.

7. FOOD SAFETY, VENUE AND LIABILITY

Caterer holds the food service licenses and permits the law requires and follows the food safety rules that apply to it. Leftovers (check one): [ ] stay with Caterer; [ ] may be kept by Client if Caterer judges them safe; [ ] may be donated by Caterer to a food rescue program.

Client books the Venue and gets its approval for Caterer. Caterer follows the Venue's written rules, including: _____.

Caterer [ ] will [ ] will not carry general liability insurance of at least $_____ per occurrence. Each party is responsible for harm caused by its own negligence. Except for injury, illness or property damage caused by its negligence, Caterer's liability is limited to the amounts paid, to the extent the law allows.

If severe weather, a venue closure or another event outside the parties' control stops the Event, the parties will (check one): [ ] try to move the date first, then refund less unrecoverable costs; [ ] refund less unrecoverable costs; [ ] refund in full.

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8. GENERAL TERMS

The law of the State of _____ governs this Contract. Any lawsuit will be brought in the courts for the county where the Venue is located, and either party may use small claims court. This Contract is the entire agreement, can be changed only in a signed writing (guest counts and menu changes may be agreed by email), and may be signed in counterparts and electronically.

Additional terms: _____

SIGNATURES

Caterer

Signature: _____ Date: _____

Printed Name: _____

Client

Signature: _____ Date: _____

Printed Name: _____

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