

Catering Agreement

The following catering agreement is hereby entered into by:

_____, of _____

Hereinafter referred to as "Client", AND

DeLish Catering LLC, hereinafter referred to as "caterer", of PO Box 2711, McCall, ID 83638.

Witnesseth

Client and Caterer agree as follows:

1. **TERM:** Client and caterer agree that this Catering Agreement between the parties is for catering service that shall commence on, _____, at _____ AM/PM and catering service shall continue until _____ AM/PM _____, 20___. Said agreement may be extended and/or renewed by agreement of all parties in writing thereafter.
2. **Event Details:**
 - a. Date of Event: _____
 - b. Location: _____
 - c. Client Estimated Guests Count _____
 - 1.) Guests with special dietary _____
 - d. Client agrees to a final guest count 15 days prior to the event.
 - e. All specific services to be provided are contained in the proposal provided by *DeLish Catering LLC*. Attached hereto as Attachment "A", and by this reference is incorporated to this binding agreement.
3. **Date Charge:** Client shall agree to pay a non refundable charge to secure the date of the event. The Date Charge is a non-refundable charge to the Caterer for removing the date from availability from other potential clients. Client agrees to a Date Booking Charge of \$_____ Which will be posted as date line item on the final bill as such,
The date booking fee is calculated as:

50 (fifty) percent of the menu base price, ↑
50 (fifty) percent of total event cost including rentals, decorations, tax, etc.
A lump sum based on a percentage of expected event costs. The minimum Date charge is \$500.00. The Date Charge is due on contract signing and the date will be taken off the market the day the check is delivered.

4. **Settlement of Balance Due:** Balance due to caterer by client shall be the **TOTAL** event contract costs, including state and local sales taxes where applicable, less the Date Charge and any further deposits made on the contract account.
- a. Client agrees to pay Caterer all monies due and payable no later than 24 hours prior to the scheduled event, unless otherwise agreed upon by the client and caterer in writing and attached to this contract.
 - b. Client agrees to pay a guaranteed fee assessed for the minimum number of _____ guests, at the cost of \$_____ per guest, this number may not be reduced.
Client agrees to pay the additional amount of \$_____ for each additional guest if the count is raised less than 14 days prior to the event.
 - c. If Clients number of guests drop more 20% or more from the initial estimated amount, the caterer has the right to renegotiate the contract.

5. **Additional Services:** Client agrees to pay for any and all additional services requested by the client, e.g. decorations, rental of facility, rental of equipment, and all supplies; set up of rental equipment, refuge removal, etc. Additional services requested shall be included, and added to the proposal where time permits. Verbal modification by the client the day of the event will be included on the settlement bill.

1. Duties of the Caterer:

- a. Caterer represents to the Client that DeLish Catering LLC is licensed with the State of Idaho and is in compliance with county health department rules and regulations.
- b. Caterer maintains a general liability insurance policy. For each and every event.
- c. Caterer agrees to provide service to the Client for the Term listed in paragraph 1 above. Service shall include Preparation and Service of the food items as specifically provided for in Attachment "A".
- d. Caterer agrees to provide any and all additional services as requested and previously agreed upon by the Client and caterer. Caterer shall be responsible for initial payment of fees and deposits assessed by any rental of equipment or supplies obtained from an outside source or vendor and be offered by the Caterer. Caterer agrees to indemnify and hold Client harmless for Payment of fees incurred to any rental agency the caterer is utilizing.

2. Duties of the Client:

- a. Client agrees to provide suitable contracted facility for Caterer to perform duties required for the number of guest expected. Client agrees to arrange for, or personally provide access to said facility to accommodate the reasonable set-up and preparation prior to the event. Client acknowledges responsibility for any and

all liability arising from rental and use of said facility, that is not a direct result of the caterer's activities.

- b.** Client acknowledges liability for any damage to the rental equipment used during the course of the event.
- c.** Client agrees to full responsibility of all financial arrangements provided for above.
- d.** Client agrees that a reversal on a credit card charge will not be allowed, and that if reversal does occur the Client is liable for 2 times the originally charged amount, as well as any chargeback fees and all other costs incurred by the caterer, including but not limited to, collection of the debt, bank charges, check charges, etc.

- 3. Arbitration:** Failure of either the Client or Caterer to comply with the agreements set forth in this Catering Agreement shall make the party liable for damages to the affected party. Any claim by either party for such damages shall be presented in writing to the other party within 15 days past the event date. Both parties agree to obtain an arbitrator or mediator should a dispute arise.
- 4. Venue:** Client and Caterer hereby consent to and agree that the venue is proper in the State of Idaho.
- 5. Executed in Duplicate on this _____ day of _____, 20__.**

Client:

Caterer:
DeLish Catering LLC

By:

By: _____
Shannon Berry

Date _____

Date _____