



## CATERING CONTRACT

### General Agreement

This catering agreement is entered this \_\_\_\_\_ day of \_\_\_\_\_, by and between "Sinful Sweets Supply"; hereinafter referred to as "the caterer" and \_\_\_\_\_; hereinafter referred to as "the client".

Whereas the client will have an event/function described as follows:

Type of event/function: \_\_\_\_\_

Event date: \_\_\_\_\_

Event Address: \_\_\_\_\_

Event time: \_\_\_\_\_

Number of guests: \_\_\_\_\_

Client phone number : \_\_\_\_\_



### Payment & Deposit

For the above services, the client agrees to pay the caterer the total amount due in the final invoice. All events with fewer than 75 guests require a 50% deposit at the time of booking and signing this agreement. All events with more than 75 guests require a 30% deposit at the time of booking and signing this agreement. Such deposits will confirm and guarantee the event date AND will be deducted from the final invoice amount.

### Final Payment

Unless otherwise stated by the caterer, PAYMENT IS DUE IN FULL 10 days prior to the event. No refunds after 7 days before the event. Final balances not received upon delivery are subject to a late fee of \$50 per day in addition to the final balance.

### Payment Method

All payments may be made in the form of cash, credit card, or corporate checks. All prices quoted are based upon cash payments. If the client wishes to use a credit card, the caterer will pass along the transaction fee to the client and increase the total charges by 3%.

### Taxes

All applicable government taxes will be paid by the client. If the client is tax exempt, the caterer must receive certification reflecting the client's tax exempt status 7 days prior to the event. If the caterer does not receive said notice, the client agrees to pay all taxes associated with the event.



### Cancellation Policy

If an event is cancelled by the client within 60 days prior to the event date, the client will be refunded 80% of all payments made. 20% will be kept by the caterer for possible missed clients due to your event slot, and any work that may have been done involving the client's event. If the client cancels the event 30 days prior to event date, the client will be refunded all monies paid EXCEPT THE INITIAL DEPOSIT. The caterer will keep the deposit for any expenses that may have been paid and any labor regarding client's event

### Cancellations by Acts Of God and or Venue

If an event is cancelled due to acts of God (flood, fire, tornado, etc.) or Venue issues "Sinful Sweets Supply" shall have no responsibility or liability for failure to provide services when prevented from doing so due to the above reasons. The caterer reserves the right to refund or not refund any amount that seems reasonable due to these circumstances.

### Cancellations by Caterer

The caterer reserves the right to terminate this contract for any reason. If the caterer terminates this contract within 30 days of the event, the client will be refunded 100% of payments.



### Change of Event Time, Date, or Venue

The caterer will apply the entire balance of your deposits and prepayments (less \$100) towards another event time/date/venue, subject to our availability. All costs are subject to change.

### Guests

Client agrees to provide Caterer with a general estimate of anticipated number of guests upon booking. 30 days prior to the start date of their event, Client needs to lock in their guaranteed count of guests. This number may only fluctuate +/- 20 percent of the estimated guest count when final numbers are provided seven days prior to Event. If the number is more than 20 percent lower than the guaranteed count 30 days prior to the event, Caterer reserves the right to bill at the higher number (30 day count -20 percent) to recoup food and labor costs.

If guest participation exceeds guarantee by more than 10 percent, Caterers cannot be responsible if there is insufficient food.

Client agrees to break down the guest list into adults and children, and include any food allergies or special dietary requests, if applicable, with final guarantee.

### Damage

The caterer assumes no responsibility for any damage, property damage, or loss of any belongings, equipment, furniture, clothing, or any other valuables prior to, during, or after the event UNLESS THE CATERER IS DIRECTLY AT FAULT. Any damage caused not at fault of the caterer will be billed to

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(The client). The client understands that all property brought to the event by the caterer shall be removed by the caterer unless arrangements have been made for next day pickup. In the event the next day pickup is arranged, the client will assume all responsibility for the caterer's equipment and agrees to reimburse the caterer based on current item pricing.

### Leftovers

Client or Caterer may package up leftovers that are not able to be reused by the Caterer (food that has been out on a buffet). The Client is responsible for providing appropriate containers to place leftovers into. If there are no appropriate containers, all food will be disposed of on site. Once the leftovers are returned to the kitchen, the Caterer is not required to provide the Client with any remaining food, however the caterer is not opposed to giving the client the remaining food if the client is willing to be briefly informed on reheating instructions.

### Caterer Liability

Client absolves caterer from any third party claims, except for actions caused by the caterer and/or the negligent conduct of its employees.

### Third Party Liability

Caterer assumes no responsibility for the conduct of guests, members, and/or third parties hired to provide services.



### Unlawful Activities

The Client will comply with all the laws of the United States of America and the State of \_\_\_\_\_, all municipal ordinances and all lawful orders of police and fire departments, and will not do anything on the premises in violation of any laws ordinances, rules or orders. If unlawful activities are occurring on the premises and the event is cancelled, there will be no refund of any kind from Caterer to Client.

### Rentals

Caterer may provide all or part of the rental items for the event. The caterer will/may give you an estimated cost list of rentals for your event. You may change/cancel those items at any time; however, certain items may incur restocking and cancellation fees. If the caterer is coordinating rentals on behalf of the client through a rental company, the client may be required to pay the rental company directly. The information will be specified in the catering invoice. Certain rentals may be provided by the caterer. Any damage to ANY rentals will be charged to the client

### Governing Law

It is the intention of the parties of this agreement that this agreement and the performance under this agreement, and all suits and special proceedings under this agreement , be constructed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the commonwealth of Tennessee, without regard to the jurisdiction in which any action or special proceedings may be instituted.



Caterer to provide the following services:

- \_\_\_\_\_ Drop off catering (food drop off only)
- \_\_\_\_\_ Drop off/Set-up Catering (Set up required)
- \_\_\_\_\_ Full-service catering (Buffet or seated)

Staffing Mandatory

Staffing size will be assessed by caterer

Staffing fees are \$25/hr minimum of 3 hours

- \_\_\_\_\_ Equipment pickup same day
- \_\_\_\_\_ Next day pickup (\$25 additional fee)
- \_\_\_\_\_ Client will return equipment to caterer next day

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

For Sinful Sweets Supply

Client's Acceptance Signature: \_\_\_\_\_

Print \_\_\_\_\_ Date: \_\_\_\_\_