

# Catering Agreement

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In order to secure catering for the event, \_\_\_\_\_ ("Customer") must sign this Catering Agreement ("Agreement") and send to \_\_\_\_\_ ("Caterer") the **signed contract**, along with a **check for the deposit amount** stated below, **no later than** \_\_\_\_\_.

## Caterer information:

caterer	
contact person	
phone number	
fax number	
e-mail address	
mailing address	

## Customer information:

name	
contact person	
phone number	
fax number	
e-mail address	
mailing address	

## Event information:

event date	
event start time	
event end time	
event description	
number of guests	
delivery time	
service description	[e.g. "Delivery and Set-Up Only" or "Set-Up and Clean-Up"]
delivery/event address	

## Menu and service information:

categories/stations	foods	special instructions

**Charges:**

food	\$
beverages	\$
service and delivery	\$
tax	\$
administrative fee (10% of food and beverages)	\$
estimated total (not including additional charges, if any)	\$

**Payment:**

Customer will pay the charges in two payments.

**deposit amount**

At the time Customer signs this Agreement, Customer will pay the deposit amount **(50% of the estimated total above)** by check. Customer should make the check out to Caterer and send the check, along with a signed copy of the Agreement, no later than the date specified above. If Caterer does not receive the contract and check by that date, Customer may lose Customer's reservation and Caterer will not be obligated to perform any services. The deposit amount will be applied towards the total charge. The remaining balance must be paid as stated below.

**remaining balance and additional charges**

Customer will pay the remaining balance on the day of the event, along with charges, if any, for last-minutes additions or overtime as set out below. Caterer will give Customer an invoice for any such additional charges. Customer should make the final payment in cash or by check payable to Caterer. **Gratuity is not included in the estimated total.**

**cancellation and penalty fees**

If Customer cancels this arrangement less than seventy-two (72) hours prior to the event, or if the event does not occur for any reason, Customer must pay the full price. For cancellations made more than seventy-two (72) hours prior to the event, Caterer will refund [fifty percent (50%)] of the deposit amount.

**Staff requirements and other terms:**

[insert any additional terms]

**This document, which consists of this form and the attached terms and conditions, creates the contract between Customer and Caterer.**

**Customer****Caterer**

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Signature

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Signature

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Name (print)

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Name (print)

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Print Title (if applicable)

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Print Title (if applicable)

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Date

## Terms and Conditions

### 1. Number of guests

Charges are based on the number of guests listed above. Caterer cannot guarantee that it will be able to accommodate additional guests with less than seventy-two (72) hours notice prior to the event. If Caterer agrees to accommodate additional guests, Caterer will charge and Customer will pay a pro-rated per person cost for food, beverages, service, tax, and any additional expenses as set out in an invoice Caterer will give to Customer.

### 2. Requested Menu Changes

Customer must request any changes to the menu no later than [fourteen (14)] days before the event. Caterer cannot guarantee that it will be able to accommodate changes to the menu on shorter notice. If Caterer agrees to accommodate the requested changes, Caterer will charge and Customer will pay additional charges and expenses as set out in an invoice Caterer will give to Customer.

### 3. Substitutions

Caterer may substitute items that become unavailable or exceed reasonable cost. Caterer will notify Customer of the changes.

### 4. Overtime

Caterer is not obligated to continue providing services past the event end time stated above. If the event extends past the event end time and Caterer agrees to continue providing services, Caterer will charge and Customer will pay additional costs as set out in an invoice Caterer will give to Customer.

### 5. Alcohol

Caterer reserves the right to refuse alcoholic beverage service to guests who appear intoxicated or under the legal drinking age.

### 6. Loss, Theft, or Damages

Customer assumes responsibility for any loss, theft, or damages to Caterer's property caused by Customer or Customer's guests. Caterer will invoice Customer for costs resulting from such loss, theft, or damages, and Customer will reimburse Caterer no later than three (3) days after request by Caterer.

### 7. Relationship with Client

Customer understands and acknowledges that Caterer is an independent business and not a part of or controlled by [\_\_\_\_\_] ("Client"), that Client will have no responsibility for Caterer or Caterer's activities including performance of this Agreement or the food and beverages served by Caterer, and that Caterer cannot bind or otherwise act on behalf of Client.

### 8. Other Provisions

This Agreement is effective even if Customer and Caterer sign separate copies. This Agreement states all of the terms of the contract and supersedes all existing written and oral agreements. Caterer will not be liable for any delay or failure to perform its obligations if such delay is caused by earthquakes, fire, acts of God, or other causes beyond control of Caterer.