

7. GUEST COUNT OVERAGE

CLIENT will only be charged for the guaranteed number of guests served. If there is more guest attending than the guaranteed guest count, the CATERER will charge the CLIENT accordingly.

8. CHILDREN

Children under the age of five (5) are free of charge, unless CLIENT wishes to provide service/seating for them. Children six-twelve (6-12) years of age will be charged at half price on the agreed upon cost per person.

9. FOOD QUANTITY

CATERER will prepare between five- ten percent (5%-10%) overage based on the final number of guest count registered by CLIENT. Part of this overage is to include food for the staff and/or service providers. CLIENT will not be charged for this.

10. LEFTOVERS

In accordance with appropriate Health Codes, CATERER reserves the right to discard any leftover food items, after the agreed upon event timetable, where there is a reasonable risk for food borne illness to occur.

11. BEVERAGES

CLIENT assumes the right to provide all or part of the bar/beverage supplies as needed. CATERER may also provide beverage service or Bar Support as previously agreed upon in writing.

12. TIME

CLIENT will be billed for additional staff hours for any time extension beyond the prior agreed upon time.

13. CHANGE OF EVENT DATE or VENUE

CATERER will apply the entire balance of CLIENT's deposits and prepayments (less \$____.00), towards another event, subject to CATERER's availability. All costs are subject to change.

14. RENTALS

CATERER may provide all or part the rental items for the event. However, certain items may incur restocking & cancellation fees. If CATERER arranges rentals, for the CLIENT, through a rental company, CLIENT will have to pay the rental company directly. Any loss or damage to any rentals will be billed to CLIENT after the event.

15. STORAGE

Prior approval from CATERER is required for any storage service before or after the event/function.

16. ASSIGNABILITY

This contract is not assignable without the prior written consent from the CATERER.

17. CANCELLATION BY: CLIENT / VENUE / ACTS OF GOD

All prepayments and deposits are returned in full (less \$ _____.00) if the event is cancelled by CLIENT, the venue or by an act of God, 180 days or more, from the event date.

17.1. If the event is canceled, between ninety (90) days and one hundred seventy nine (179) days from the event date, all prepayments and deposits are returned to CLIENT in full (less Fifty percent (50%) of the service deposit amount up to but no more than \$_____.00.

17.2. If the event is canceled, within eighty nine (89) days of the event date, all deposits and prepayments are forfeited in full.

17.3. If CATERER is able to re-book the date with a similar event, all prepayments and deposits are returned in full (less \$ _____.00 service fee).

18. CANCELLATION BY CATERER

CATERER reserves the right to terminate this contract for any valid reason.

18.1. IF CATERER terminates this contract before thirty (30) day period prior to the event date, all deposits and prepayments will be returned in full within ten (10) days.

18.2. IF CATERER terminates this contract within the thirty (30) day period prior to the event date, all deposits and prepayments will be returned in full within ten (10) days as well as an additional \$____.00 as penalty.

19. DAMAGE

19.1. CATERER assumes no responsibility for ANY damage or loss of merchandise, alcohol, equipment, furniture, clothing or other valuables prior to, during or after the event. CATERER will do everything possible to ensure that all of CLIENT's supplies, rentals and equipment are cared for and maintained in good working order and without damage.

19.2. When providing the location for the event/function, the CLIENT, understands that accidents/breakage and/or damage may sometimes occur. CATERER will not be liable for any damage or loss, unless specifically caused by the willful negligent actions or conduct of CATERER or its employees.

20. CATERER LIABILITY:

CLIENT absolves CATERER from any third party claims, except for actions caused by CATERER and/or negligence of its employees. Such claims to amount to a maximum amount of USD Two hundred (\$ 200.00) only.

21. INSURANCE:

CATERER maintains 2 million and Alcohol/ Liquor Liability Insurance.

22. TAXES

CLIENT will be charged the applicable current rate for all services rendered as determined by the concerned government body.

23. 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 event/function premises in violation of any laws, ordinances, rules or orders. If unlawful activities should occur on the premises, and the event is cancelled, there will be no refund of any kind from CATERER to CLIENT.

24. AMENDMENT AND SUPPLEMENT

Any amendment and supplement to this Agreement shall come into force only after a written agreement is signed by both parties five (5) days before the event/function date. The amendment and supplement duly executed by both parties shall be part of this Agreement and shall have the same legal effect as this Agreement.

25. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the USA. IN WITNESS THEREOF the parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the date first set forth above.