A TRUE CATERING & EVENT COMPANY

8 LAVENDER LANE
Catering & Events
ESTD 1999

CATERING AGREEMENT

This Agreement is made and entered into on _____, by and between _____ _____, hereinafter referred to as "Client", AND 8LL Catering and Events, LLC, PO Box 60040, Nashville, Tennessee 37206, hereinafter referred to as Caterer.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto 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 _____ and catering service shall continue until _____, at _____. Said contract may be extended and or renewed by contract of all parties in writing thereafter.

Food Service Start Time: _____ Food Service End Time: _____

2. Services Provided

Client hereby agrees to engage the Caterer to provide Client with the following services: **Check all that apply. Please write description of services**

☐ Cooking and delivering the agreed menu items to event location

☐ Cooking and serving the agreed to menu items for the event

☐ Menu Package Type: (attach menu to agreement)_____

_____

☐ Service Package Type: _____

_____

☐ Rentals: _____

_____

☐ Other Vendor Services: _____

_____

3. Event Details

a. This event will take place on _____.

b. The event will be located at _____.

c. The prices quoted in this Contract and the amount of food prepared and any other necessary preparations are made based on an estimate of _____ people in attendance at the event. It is the anticipation of both parties that all food items prepared will be adequate to satisfy _____ number of people.

d. If the affair is held in a facility with a liquor license or if a liquor license is held by the venue, then all security and/or liquor shall in no way involve the caterer and the patron will be responsible for all such aspects of the event.

4. Menu to be served:

Caterer reserves the right to make small changes to the menu if key ingredients are unable to be sourced due to reasons beyond the control of both parties.

5. Consideration and Payment Terms

In exchange for the specified service, the client shall pay the Caterer $_____ _____ per person in attendance at the event by Check. Client agrees to pay Caterer _____, plus all state, local, and federal taxes associated with this service and / or product. All caterering and event invoices require proper state tax. Client understands and acknowledges that all invoices will add any and all taxes to the total agreed amount in this agreement.

6. Additional Services

Client agrees to pay for any and all additional services requested by the client not included in this Agreement.

7. Independent Contractor

It is agreed that Caterer shall perform the specified work as an independent contractor. The Caterer shall maintain his or her own independent business and shall use his or her own tools and equipment.

8. Force Majeure

Caterer shall not be liable for the losses resulting from non fulfillment of any terms or provisions of this Agreement, if Caterer shall be prevented or delayed from performing in whole or in part because of war, riot, strike, and flood or by any other act or occurrence not within the control of Caterer, which it could not prevent.

9. Cancellation

In the event of cancellation of the function by the Client, Caterer is entitled to liquidated damages equivalent to 50 % of the total estimated charges for the cancelled function or total of payments previously paid, whichever is greater. Client shall be obliged to reimburse Caterer for any damage costs incurred reason of breach thereof, including, but not limited to, lost profits, the cost of any supplies purchased in anticipation of the event and for the contract price of the event.

10. Insurance and Indemnification

Caterer shall procure and maintain in full force and effect during the term of this Contract a general liability insurance policy. Client agrees to indemnify and hold harmless Caterer for any damage, theft or loss of Caterer's property (including without limitation, equipment, plates, utensils and motor vehicles) occurring at the event that is caused by persons attending the event.

11. Rules and Regulations

Caterer shall work in compliance with county health department rules and regulations with regard to hygienic preparation and service of food.

12. Assignment

This Contract shall not be assignable by either party without the prior written consent of the other party. Subject to the foregoing limitation, this Contract shall inure to the benefit of and be binding on the successors and assigns of the respective parties

13. Entire Contract

This Contract constitutes the entire contract of the parties with respect to the subject matter, and supersedes any and all other agreements, understandings, statements, or representations, either oral or in writing.

14. Applicable Law

This Contract shall be construed under and in accordance with the laws of Tennessee.

15. Attorney Fees

If either party institutes suit or other action against the other to enforce this contract or seek damages with respect to default of obligations hereunder, party ruled in favor shall be entitled to recover all costs and reasonable attorneys fees.

15. Signatories

This Agreement shall be signed on behalf of _____ by _____ and on behalf of 8LL Catering and Events, LLC by _____ and shall be effective as of the date first written above.

16. **Billing**

Bills not paid in full within 14 days prior of the event are deemed and will be assessed a 15% late charge based on the total amount due. If you're total due is not paid by 7 days prior to the event date we will accept this as a cancellation of your event. We will not provide any food, rentals, or services; you will still be responsible for any and all monies due. Further, if the patron fails to pay in a timely fashion (7 days prior to the event date) and legal action is taken to recover any unpaid portion of the bill, the patron is responsible for the caterer's reasonable attorney's fees.

1) ALL Payments/Monies Paid are **Non-Refundable.**
2) All details of the menu will be attached to this agreement.
3) Patrons agree to inform Caterer at least 14 days in advance as to a definite guest number.
4) All Debit / Credit Card payments will have an additional 3% fee charged to invoice total.

17. **Liquor Liability**

If hired to do so, the Caterer will exercise all responsible security of liquor supplied by Patron at the event Location. The Caterer will furnish Bartenders (for a fee) to dispense such liquor if requested. The Patron will not hold the Caterer liable if Theft, Breakage, or any other acts beyond responsible care by the caterer should

occur. **If the affair is held in a facility with a liquor license or if a liquor license is held by the venue, then all security and/or liquor shall in no way involve the caterer and the patron will be responsible for all such aspects of the event.**

18. Miscellaneous

This contract is contingent upon the absence of accidents or any causes beyond the control of the Caterer. The Caterer also reserves the right to make reasonable substitutions if unable to secure specific items.

Client Signature	Print Name	Date

Company Signature	Print Name	Date