

2 Chefs Catering
6504 Cherokee LN
Ozawkie, KS 66070

_____, 2020

**Catering
Contract**

THIS CATERING CONTRACT ("Contract") is made and entered into on _____ (date), by and between, _____, _____, _____ (hereinafter referred to as "Client"), AND 2 Chefs Catering, 6504 Cherokee LN, Ozawkie, KS 66070 (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 Contract between the parties is for catering services that shall commence on _____ (date), at _____ (time), and catering services shall continue until _____ (date), _____ (time) Said contract may be extended and/or renewed by contract of all parties in writing thereafter.

2. Services Provided

a. Client hereby agrees to engage the Caterer to provide Client with the following services:

- Cooking and delivering the agreed to menu items to event location - Cooking and serving the agreed to menu items for the event:

3. Event Details

a. This event shall take place on _____ (date). b. The event will be located at _____ (location). 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 people in attendance at the event. It is the anticipation of both parties that all food items prepared shall be adequate to satisfy _____ people.

D. Client will contact the Caterer seven (7) days before the event with a final count, which could be less than provided estimate.

4. Menu to be Served

MENU:

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

Menu to be served: _____

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 or credit card payment via Quickbooks. Client agrees to pay Caterer half of the total due under this contract as an advance upon signing this agreement and the remaining half within five (5) days days after the Event.

A deposit of \$_____ was received on _____, and the total due is \$_____. The Client shall not withhold any amount towards tax from the payment due to the Caterer. Should the guest count go down from the original count of _____ people, the invoice will reflect the monetary changes. This number needs to be finalized seven (7) days before the event.

6. Additional Services

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

Any additional services requested shall be made by the client in writing.

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

FORCE MAJEURE. Should events beyond the reasonable control of the Caterer or Client occur prior to the Event, including but not limited to: (1) acts of God, (2) war, (3) strikes or labor disputes (other than those of the party seeking the benefit of this section), (4) epidemics or pandemics, (5) terrorism or credible threats of terrorism in Topeka, Kansas or the surrounding areas as substantiated by governmental warnings or advisory notices, (6) curtailment of transportation services or facilities, (7) disaster, fire, in Topeka, Kansas or the surrounding areas, (8) unreasonable extreme inclement weather in Topeka, Kansas, (9) shortages or disruption of the electrical power supply causing blackouts or rolling blackouts or other essential utilities, or (10) Federal, State or local Governmental order, or (11) any other cause reasonably beyond the parties' control, including increased level of Travel Advisory, (collectively referred to as "Force Majeure Event"), making the Event commercially impracticable, impracticable to perform, illegal or impossible to fully or partially perform as contemplated by this Contract, then either Party upon written notice may terminate this Contract without liability to the other Party, with exception for the 10 percent deposit. In such event Client's sole remedy shall be a refund of any monies paid to caterer under this Contract, and Client releases and waives any and all claims and causes of actions against caterer for any losses, costs, or incidental and consequential damages sustained or incurred by the Client as a result of a termination of this Contract due to a Force Majeure Event.

9. Cancellation

In the event of a cancellation by Client for any reason other than attributable to a Force Majeure Event in accordance with Section 8 herein, and Caterer is unable to re-book for a comparable Event on the Date, then Client shall be liable to Caterer for a CANCELLATION FEE determined as follows:

- a. If the Client provides Caterer with written notice of the cancellation thirty (30) or fewer days prior to the Date, then Client shall be liable to Caterer for 50% of the catering bill.
- b. If the Client provides Caterer with written notice of the cancellation less than sixty (60) days but more than thirty (30) days prior to the Date, then Client shall be liable to Caterer for 25% of the catering bill; and

c. If the Client provides Caterer with written notice of the cancellation more than sixty (60) days prior to the Date, then Client shall be liable to Caterer for the amount of the Deposit, provided however, that in the event that at least sixty (60) days prior to the Event, Client and Caterer mutually agree to move the Event to a later date, then Caterer will apply the Date Deposit to the new Date (“Rescheduled Date”) and Client shall not be liable for any cancellation fee. That said, in the event Client later cancels the Event for the Rescheduled Date at any time, then Client shall be liable to Caterer for 50% of the Catering Bill.

In the event of a cancellation by Client, Caterer shall be entitled to apply the Date Deposit towards the balance of any Cancellation Fee. Caterer will use its best efforts to re-book for a comparable Event on the Date.

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 guests attending the event.

11. Rules and Regulations

Caterer shall work in compliance with all Shawnee 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 Kansas. Any and all disputes arising under or related to this Agreement shall take place and have venue in the courts in Shawnee County, Kansas.

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 attorney's fees.

15. Signatories

This Contract shall be signed on behalf of _____ (bride and groom) to be and on behalf of 2 Chefs Catering by Patricia Peterson, CO-Owner and shall be effective as of the date first written above.

Executed and delivered by its duly authorized representative as of the date first written above

Patricia Peterson - 2 Chefs Catering

