



Catering Agreement:

This CATERING AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_ (Month) 2016 by and between \_\_\_\_\_ (Client Name), hereinafter referred to as the "CLIENT" and Incendiary, Inc. DBA Divine Catering, hereinafter referred to as the "CATERER".

**Particulars**

WHEREAS the CLIENT will have an event/function described as follows:

Event/Function Name:

Location:

Date:

Guest Count:

WHEREAS the CATERER is a duly and registered licensed catering company.

WHEREAS the CATERER agrees to provide catering service for CLIENT'S above stated event/function.

NOW THEREFORE both parties bind themselves and agree as follows:

1. **DEPOSIT:**  
**Fifty percent (50%)** of the estimated contract cost of \_\_\_\_ is due and demandable at the time of booking, to be deducted from the Total Final Payment, unless other prior arrangements have been made. **All deposits are non-refundable.** (initial \_\_\_\_)
2. **FINAL PAYMENT:**  
**Final Payment will be due and demandable on or before the Friday, at least seven (7) days, prior to the event date, by 12:00 noon.** If not otherwise arranged, balance will be processed at this time using payment method on file. Payment terms are available upon request. (initial \_\_\_\_)
3. **MENU:**  
Menu Selections are due and demandable on or before the Friday, at least thirty (30) days prior to the event date, by 12:00 noon. Late menu submissions are subject to product availability and/or upcharge. Changes to a menu made less than thirty (30) days prior to the event date, are subject to a fee based on the discretion of CATERER. (initial \_\_\_\_)
4. **COST:**  
Due to the fluctuating cost of food items, menu prices are subject to change within thirty (30) days of the event. When a drastic change in the menu ingredient cost occurs, CLIENT will be informed by the same thirty (30) days and has two options:
  - 4.1. CLIENT will pay the additional cost based on the current adjusted price, or
  - 4.2. Substitute other menu items to maintain the agreed upon cost per person/item.  
(initial \_\_\_\_)
5. **PAYMENT METHOD:**

We accept cash, check, and all major debit/credit cards. Regardless of payment method, a valid debit/credit card is required to be on file from time of booking.

5.1 Check payments are due on or before the Friday, at least seven (7) days, prior to the event date. If CATERER does not receive the check by the specified time, the debit/credit card on file will be charged the remaining balance due.

5.2 Cash payment discount available upon request and by discretion of CATERER. (initial \_\_\_\_\_)

6. SERVICE CHARGE:

There will be an eighteen percent (18%) Service Charge for all events/functions, unless otherwise specified. This service charge is an operating cost to cover insurance, advertising, admin staff, trucks maintenance, fuel to get to events, and other general operating costs. This service charge is NOT gratuity for event/function staff. (initial \_\_\_\_\_)

7. EVENT STAFF GRATUITY:

Event staff gratuity is NOT included in CLIENT'S event/function invoice. At the CLIENT's discretion, gratuity for Divine Catering staff working event/function is appreciated and can be given directly to event service staff at the close of event/function. You may also contact CATERER before or after event to arrange payment of gratuity in another form. (initial \_\_\_\_\_)

8. GUEST COUNT:

Final Guest Count, not subject to reduction, is due the **Friday at least seven (7) days, prior to the event date, by 12:00 noon**. Any additional Guest after the stated period is subject to extra charges as may be imposed by the CATERER.

8.1 Guest count, from time of booking to guest count due date (see section 8), is only subject to a twenty-five percent (25%) reduction rate. Regardless of headcount reduction beyond this point, CLIENT is responsible for the difference. (initial \_\_\_\_\_)

9. GUEST COUNT OVERAGE:

CLIENT will only be charged for the guaranteed number of guests served. If there are a significant amount of attendees over the guaranteed guest count, the CATERER will charge the CLIENT accordingly and by the discretion of the CATERER. CATERER is not responsible for an insufficient food quantity if there are attendees over the guaranteed guest count. (initial \_\_\_\_\_)

10. CHILDREN:

Children under the age of five (5) are free of charge, unless CLIENT wishes to provide service/seating for them. Children six and up (6 and up) are charged regular price. Please advise CATERER of significant number of children under the age of five (5) in attendance. (initial \_\_\_\_\_)

11. FOOD QUANTITY:

Entrée portions are based off of two (2) entrees within specified menu. Lunch portions are 3oz per entrée with a total of 6oz per person. Dinner portions are 4oz per entrée with a total of 8oz per person. Portions may vary for menus that include three (3) or more entrée selections.

11.1 WEDDINGS:

CATERER will prepare between five to ten percent (5-10%) of 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.

11.2 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. (initial \_\_\_\_\_)

**12. BEVERAGES:**

CLIENT assumes the right and responsibility to provide all or part of the bar/beverage supplies and/or service as per venue guidelines and previous agreements with CATERER. CATERER is never liable for any bar/alcohol related incidents when service is being provided by any party other than a Divine Catering OLCC Licensed CATERER exclusively. CATERER may also provide beverage service or Bar Support as previously agreed upon in writing. When CATERER is responsible for hosting the bar, no outside alcoholic beverages are permitted to be opened or served by any party other than an OLCC licensed CATERER. CATERER has the exclusive right to cease alcohol service and shut down the bar if CATERER finds that any attendees have illegally brought in/opened/served alcohol outside of a hosted bar with an OLCC Licensed CATERER.

Fines may be imposed if this guideline is not met. (initial \_\_\_\_\_)

**13. TIME:**

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

13.1 HIRED STAFF HOURS – CLIENT will be charged \$50 per hour for any additional service that exceeds agreed upon timeframe.

13.2 WEDDINGS – From the time CATERERS arrive onsite to the time of departure, staff hours must not exceed eight (8) hours. Any additional service will be charged at \$100 per hour.  
(initial \_\_\_\_\_)

**14. CHANGE OF EVENT DATE or VENUE:**

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

**15. RENTALS:**

CATERER may provide all or part of the rental items for the event. However, certain items may incur restocking and/or cancellation fees. If CATERER arranges rentals, for the CLIENT, through a rental company, CLIENT's charges will be included on their invoice. Any loss or damage to any rentals will be billed to CLIENT after the event. (initial \_\_\_\_\_)

**16. STORAGE:**

Prior approval from CATERER is required for any storage service at Divine Catering property before or after the event/function. Fees may apply. (initial \_\_\_\_\_)

**17. ASSIGNABILITY:**

This contract is not assignable without the prior written consent from the CATERER. (initial \_\_\_\_\_)

**18. CANCELLATION BY: CLIENT / VENUE / ACTS OF GOD:**

18.1. If the event is canceled, more than seven (7) days in advance from the event date, all prepayments and deposits are eligible to be used as a credit towards an event in the CLIENT's future.

18.2. If the event is canceled, within seven (7) days of the event date, all deposits and payments are forfeited in full unless otherwise agreed upon under extreme circumstances. (initial \_\_\_\_\_)

**19. CANCELLATION BY CATERER:**

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

19.1. 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.

19.2. 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. (initial \_\_\_\_\_)

20. DAMAGE:

20.1. 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.

20.2. 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 staff. (initial \_\_\_\_\_)

21. CATERER LIABILITY:

CLIENT absolves CATERER from any third party claims, except for actions caused by CATERER and/or negligence of its staff. For such claims refer to CATERER's insurance policy.

21.1 CATERER reserves the right to make executive decisions in order to follow prior agreed upon arrangements and ensure best practices and procedures for catering success. (initial \_\_\_\_\_)

22. INSURANCE:

CATERER is a fully licensed and insured company in all aspects. CATERER'S policy includes Alcohol/ Liquor Liability Insurance. Specifics available upon request. (initial \_\_\_\_\_)

23. UNLAWFUL ACTIVITIES:

The CLIENT will comply with all the laws of the United States of America and the State of Oregon, 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. (initial \_\_\_\_\_)

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 the Friday, at least seven (7) days, prior to 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. (initial \_\_\_\_\_)

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. (initial \_\_\_\_\_)

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Printed Name of CLIENT

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Signature of CLIENT

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Date Signed

Witnessed/Approved By: \_\_\_\_\_ Date Approved: \_\_\_\_\_  
Divine Catering Coordinator