4.

**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 \_\_\_\_\_)

FINAL PAYMENT:

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:

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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.

CATERER of significant number of children under the age of five (5) in attendance. (initial

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

a twenty-five percent (25%) reduction rate. Regardless of headcount reduction beyond this

\_\_\_\_\_)

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:

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7.

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 \_\_\_\_\_)

We accept cash, check, and all major debit/credit cards. Regardless of payment method, a valid

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

15.

Prior approval from CATERER is required for any storage service at Divine Catering property

STORAGE:

16.

rentals will be billed to CLIENT after the event. (initial \_\_\_\_\_)

rental company, CLIENT’s charges will be included on their invoice. Any loss or damage to any

incur restocking and/or cancellation fees. If CATERER arranges rentals, for the CLIENT, through a

CATERER may provide all or part of the rental items for the event. However, certain items may

RENTALS:

before or after the event/function. Fees may apply. (initial \_\_\_\_\_)

event, subject to CATERER’s availability. All costs are subject to change. (initial \_\_\_\_\_)

CATERER will apply the entire balance of CLIENT’s deposits and prepayments towards another

CHANGE OF EVENT DATE or VENUE:

14.

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

must not exceed eight (8) hours. Any additional service will be charged at $100 per hour.

18.1. If the event is canceled, more than seven (7) days in advance from the event date, all

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

CANCELLATION BY CATERER:

19.

are forfeited in full unless otherwise agreed upon under extreme circumstances. (initial \_\_\_\_\_)

18.2. If the event is canceled, within seven (7) days of the event date, all deposits and payments

future.

prepayments and deposits are eligible to be used as a credit towards an event in the CLIENT’s

WEDDINGS – From the time CATERERS arrive onsite to the time of departure, staff hours

CANCELLATION BY: CLIENT / VENUE / ACTS OF GOD:

18.

\_\_\_\_\_)

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

ASSIGNABILITY:

17.

and/or service as per venue guidelines and previous agreements with CATERER. CATERER is

responsible for hosting the bar, no outside alcoholic beverages are permitted to be opened or

beverage service or Bar Support as previously agreed upon in writing. When CATERER is

other than a Divine Catering OLCC Licensed CATERER exclusively. CATERER may also provide

never liable for any bar/alcohol related incidents when service is being provided by any party

served by any party other than an OLCC licensed CATERER. CATERER has the exclusive right to

CLIENT assumes the right and responsibility to provide all or part of the bar/beverage supplies

BEVERAGES:

12.

borne illness to occur. (initial \_\_\_\_\_)

food items, after the agreed upon event timetable, where there is a reasonable risk for food

TIME:

13.2

that exceeds agreed upon timeframe.

HIRED STAFF HOURS – CLIENT will be charged $50 per hour for any additional service

13.1

upon time.

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

In accordance with appropriate Health Codes, CATERER reserves the right to discard any leftover

13.

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

brought in/opened/served alcohol outside of a hosted bar with an OLCC Licensed CATERER.

cease alcohol service and shut down the bar if CATERER finds that any attendees have illegally

event/function date. The amendment and supplement duly executed by both parties shall be

\_\_\_\_\_)

their behalf by a duly authorized representative as of the date first set forth above. (initial

IN WITNESS THEREOF the parties hereto have caused this Agreement to be duly executed on

This Agreement shall be governed by and construed in accordance with the laws of the USA.

GOVERNING LAW:

25.

part of this Agreement and shall have the same legal effect as this Agreement. (initial \_\_\_\_\_)

agreement is signed by both parties the Friday, at least seven (7) days, prior to the

Any amendment and supplement to this Agreement shall come into force only after a written

AMENDMENT AND SUPPLEMENT:

24.

be no refund of any kind from CATERER to CLIENT. (initial \_\_\_\_\_)

orders. If unlawful activities should occur on the premises, and the event is cancelled, there will

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Divine Catering Coordinator

Witnessed/Approved By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date Approved: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Signed

not do anything on the event/function premises in violation of any laws, ordinances, rules or

Signature of CLIENT

Printed Name of CLIENT

\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

equipment, furniture, clothing or other valuables prior to, during or after the event. CATERER

21.

or its staff. (initial \_\_\_\_\_)

damage or loss, unless specifically caused by the willful negligent actions or conduct of CATERER

accidents/breakage and/or damage may sometimes occur. CATERER will not be liable for any

20.2. When providing the location for the event/function, the CLIENT, understands that

cared for and maintained in good working order and without damage.

will do everything possible to ensure that all of CLIENT’s supplies, rentals and equipment are

CATERER LIABILITY:

20.1. CATERER assumes no responsibility for ANY damage or loss of merchandise, alcohol,

DAMAGE:

20.

date, all deposits and prepayments will be returned in full within ten (10) days as. (initial \_\_\_\_\_)

19.2. IF CATERER terminates this contract within the thirty (30) day period prior to the event

all deposits and prepayments will be returned in full within ten (10) days.

19.1. IF CATERER terminates this contract before thirty (30) day period prior to the event date,

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