

CATERING CONTRACT

- I. **THE PARTIES.** This Catering Contract ("Contract") made on _____ is by and between:
Caterer: _____ with a mailing address of _____ ("Caterer"), and
Client: _____, with a mailing address of _____ ("Client").

The Caterer and the Client are each referred to herein as a "Party" and collectively as the "Parties."

II. **EVENT**

Event Title: _____
Address: _____
Date: _____
State Time: _____
End Time: _____
Additional Description (if any): _____

Hereinafter known as the "Event."

- III. **ATTENDEES.** The Caterer agrees to provide Services for an estimated minimum of _____ individuals at the Event ("Attendees"). If this number of Attendees should increase, the amount of the Total Fee shall be reflected in this Contract.
- IV. **MENU.** All requested food items are mentioned in Attachment #1 of this Contract ("Menu"). This shall include all requests made by the Client and will be finalized no sooner than _____ days prior to the Event. If any changes are made that increase the costs to the Caterer, the Total Fee shall be reflected in this Contract.
- V. **FOOD SERVICES.** The Caterer agrees to deliver the items on the Menu at the Event in the following manner: (check all that apply)

- ☐ - **Food Truck.** To provide a food truck at the Event.
☐ - **Buffet.** A buffet-style experience with food stations.
☐ - **Hors d'Oeuvres.** At least _____ servers offering food on small trays.
☐ - **Full Course Meal.** To serve an appetizer, main dish, and dessert.
☐ - **Tableware.** Providing plates, cups, and eating utensils.
☐ - **Other:** _____

Hereinafter known as the "Food Services."

VI. **DRINK SERVICES** The Caterer agrees to provide: (check one)

- ☐ - **No Drink Services.** No drinks will be provided by the Caterer.
- ☐ - **Drink Services.** The Caterer will deliver the items mentioned in Attachment #2 at the Event in the following manner: (check one)
 - ☐ - Open Bar. Allows Attendees to be served with: (check one)
 - ☐ - No maximum limit on consumption.
 - ☐ - A Maximum limit of \$_____ on consumption.
 - ☐ - Cash Bar. Attendees are responsible to pay for their own consumption.

Hereinafter known as the "Drink Services". The Food Services and Drink Services shall be referred to collectively as the "Services."

VII. **CALCULATION OF FEES.** In exchange for the Food Services provided, the Client agrees to pay the Caterer based on: (check one)

- ☐ - **A Flat Fee.** A total of \$_____.
- ☐ - **Per Attendee.** \$_____ per Attendee.
- ☐ - **Hourly Fee.** \$_____ per hour with a minimum of _____ hours.
- ☐ - **Other:** _____

Drink Services to be billed separately. The amount mentioned in the section and the total due for the Drink Services shall be referred to as the "Total Amount."

VIII. **DEPOSIT.** As part of this Contract, the Caterer requires: (check one)

- ☐ - **A Deposit.** \$_____ is required at the time of signing this Contract. The amount shall serve as consideration.
- ☐ - **No Deposit.** There is no money due at the time of signing this Contract. The good faith promise of performing under this Contract, by both Parties, shall serve as consideration.

Hereinafter known as the "Deposit."

IX. **TERMS OF PAYMENT.** The Client will be responsible to pay the Caterer for the Total Amount upon: (check one)

- ☐ - **Receipt of Invoice.** The Client shall have _____ days to pay.
- ☐ - **Specific Date.** The Client is required to pay the Total Amount by _____.
- ☐ - **Other:** _____

X. **METHODS OF PAYMENT.** The Caterer's acceptable methods of payment are as follows: (check all that apply)

- ☐ - Cash
- ☐ - Check
- ☐ - Credit Card
- ☐ - Venmo
- ☐ - Other

XI. **ENTIRE CONTRACT.** This Contract constitutes the entire Contract between the Parties. No modification or amendment of this Contract shall be effective unless in writing and signed by both Parties.

XII. **EXECUTION.** The Caterer and the Client each represent and warrant to the other that each person executing this Contract on behalf of each party is duly authorized to execute and deliver this Contract on behalf of that party.

The parties have duly executed this Agreement as of the date first written above.

Caterer's Signature: _____

Print Name: _____

Client's Signature: _____

Print Name: _____

ATTACHMENT #1 – FOOD REQUESTS

REQUESTED ITEMS