



CATERING AGREEMENT

General Agreement

This Catering Agreement (Agreement) is entered into this ____ day of _____, by and between “Down Home Delivery & Catering, LLC” at 2 Bowdoin St., Dorchester, MA; hereinafter referred to as the “Caterer” and _____; hereinafter referred to as the “Client.”

Whereas the Client will have an event/function described as follows:

Type of Event/Function: _____

Event Date: _____

Event Address: _____

Event Time: _____

Number of Guests (estimate): _____

Background

- A. The Client is of the opinion that the Caterer has the necessary, qualifications, experience and abilities to provide services to the Client.
- B. The Caterer is agreeable to providing such services to the Client on the terms and conditions set forth in this Agreement.

In Consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and Caterer (individually the “Party” and collectively the “Parties” to this Agreement) agree as follows:

1. Services

As outlined below under Food/Service Requested by Client and detailed in the final Catering Invoice attached to this agreement.

2. Payment & Deposit

For the above services, Client agrees to pay Caterer the total amount due in the final Catering Invoice. Unless waived by Caterer, Fifty percent (50%) of the total final Catering Invoice amount is due and demandable at the time of booking or signing of this agreement. Such deposit will confirm and guarantee the event date and will be deducted from the total final payment, unless other prior arrangements have been made.

3. Final Payment

Unless other arrangements have been made or Caterer has agreed to payment terms proposed by client, final payment will be due and demandable 5 days prior to the event date but no later than upon delivery of the contracted goods and/or services. Final Balances not received upon delivery are subject to a late fee of \$75.00 per day in addition to the final balance.

4. Menu

The Client will provide own menu or choose from Caterer's Catering Menu. Menu must be confirmed seven (7) days prior to the event date or Client may be subject to additional charges, especially if supplies have already been purchased.

5. Cost

Due to the fluctuating cost of food items, menu prices are subject to change within fourteen (14) days of the event. If a drastic change in the menu cost occurs, the Client has two (2) options:

- a. Client will pay the additional cost based on the current adjusted price, or
- b. Client can substitute other menu item(s) to maintain the agreed upon per person price.

6. Payment Method

All payments may be made in the forms of cash, credit card or corporate check. All prices quoted are based upon cash payments. If the method of payment is made by credit card, Caterer passes along transaction fees to the Client and reserves the right to increase the price of the total contracted charges by 3%. All checks may be made payable to "Down Home Delivery & Catering, LLC". Check payments are due seven (7) days prior to the event.

7. Service Charge

There will a 15% service charge for all events/functions which require wait/server staff.

8. Guest Count

Seven (7) business days prior to the event, the Caterer will need to have the final number of guests to be served. This final number will be used to purchase fresh ingredients for our kitchen production, order equipment and appropriately staff for the event. After this date, the final guest count can only *increase* but not decrease. Any and all increases in guest count will be subject to additional costs.

The Client will only be charged for guaranteed number of guests served. If there are more guests attending event than guaranteed guest count, the Caterer reserves the right to charge Client accordingly.

9. Children

Children under the age of 5 are free of charge, unless client wishes to provide service/seating for them. Children 6 to 10 years of age will be charged ½ price of the agreed upon price per person but not lower than \$10.00 per child.

10. Food Quantity

The Caterer will prepare between 5% and 10% overage based upon the final guest count provided by the Client. Part of this overage is to include for the staff/or service providers. The Client will not be charged for this.

11. Leftovers

The Caterer, at the request of the Client or the Client may package up all leftovers that are not able to be reused by the Caterer. The Client may take any leftovers provided in disposable aluminum pans. Unless agreed to and provided for in the Catering Invoice, the Client is responsible for providing appropriate containers to package leftovers for guests. In accordance with appropriate state health codes, the Caterer reserves the right to discard any food items where there is a reasonable risk for food borne illness to occur.

12. Time

The Client will be charged for additional staff hours for any time extension beyond the agreed upon time.

13. Change of Event Time, Date or Venue

The Caterer will apply the entire balance of your deposits and prepayments (less \$100.00) towards another event/venue/time, subject to our availability. All costs are subject to change.

14. Rentals

Caterer may provide all or part of the rental items for the event. The Caterer will/may give you an estimated cost/list of rentals for your event. You may change/cancel those items at anytime, however, certain items may incur restocking and cancellation fees. If the Caterer is coordinating rentals on behalf of the Client through a rental company, the Client may be required to pay the rental company directly. This information will be specified in the Catering Invoice. Certain rentals may be provided by the Caterer. Any loss of damage to ANY rentals will be charged to the Client.

15. Cancellation by Client/Venue/Acts of God

For Weddings: All prepayments and deposits will be returned in full if event is cancelled by the Client, the venue or by act of God, 90 days or more from the event date (less \$200.00). If the event is cancelled within 90 days of the event date, all prepayments and deposits will be returned less 50% of the deposit amount up to but not exceeding \$1,000. If the event is cancelled within 60 days of the event, all deposits and prepayments are forfeited.

All Other Events: All prepayments and deposits will be returned in full (less \$100.00) if event is cancelled by the Client, Venue or act of God up to 8 days prior to the event date. All prepayments and deposits will be returned (less 50% of the Catering Invoice amount) if the event is cancelled within 7 days by the Client, Venue or by act of God. Any additional costs incurred by Caterer in the preparation of the event will also be charged to the Client.

16. Cancellation by Caterer

For Weddings: The Caterer reserves the right to terminate this contract for any reason. If the Caterer terminates this contract any time up to 30 days prior to the event date, all deposits and prepayments will be returned in full within 10 days. If the Caterer terminates this contract within 30 days prior to the event date, all deposits and prepayments will be returned in full within 10 days as well as an additional \$500 as penalty.

All Other Events: The Caterer reserves the right to terminate this contract for any reason. If The Caterer terminates this contract any time up to 7 days prior to the event date, all deposits and prepayments will be returned in full within 2 days. If the Caterer terminates this contract within 7 days of the event, all deposits and prepayments will be returned in full within 2 days as well as an additional \$100 as penalty.

17. Damage

The Caterer assumes no responsibility for any damage or loss of any merchandise, equipment, furniture, clothing or other valuables prior to, during or after the event. Damage or loss of any equipment and/or tableware, not at the fault of the Caterer, will be charged to _____, hereinafter referred to as “the Client”, based on current item pricing. Client understands that all property brought to the event location (excluding “Drop and Drop Set Catering Services”), including, but not limited to, all serving equipment, floral arrangements, skirting and linens, non-floral centerpieces, and all other property belonging to Caterer, shall be removed by the Caterer before caterer leaves event location unless arrangement have been made for next day pickup, whichever is previously agreed upon by both parties.

18. Caterer Liability

Client absolves Caterer from any third party claims, except for actions caused by Caterer and/or the negligent conduct of its employees.

19. Third Party Liability

Caterer assumes no responsibility for the conduct of guests, members and/or third parties hired to provide services.

20. Assignability

The Caterer will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

21. Insurance

Caterer maintains general liability and automobile insurance at appropriate limits.

22. Unlawful Activities

The Client will comply with all the laws of the United States of America and the State of _____, all municipal ordinances and all lawful orders of police and fire departments, and will not do anything on the premises in violation of any laws ordinances, rules or orders. If unlawful activities are occurring on the premises and the event is cancelled, there will be no refund of any kind from Caterer to Client.

23. Modification of Agreement

Any amendment or modification of this Agreement or any additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing and signed by each Party or an authorized representative of each Party.

24. Capacity/Independent Contractor

It is expressly agreed that the Caterer is acting as an independent contractor and not as an employee in providing the Services under this Agreement. The Caterer and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

25. Indemnification

The Caterer will indemnify and hold the Customer harmless from any claims against the Customer by any other party, arising directly or indirectly out of the provision of the Services by the Caterer.

26. Governing Law

It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Commonwealth of Massachusetts, without regard to the jurisdiction in which any action or special proceeding may be instituted.

27. Severability

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

28. Waiver

The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

29. Arbitration

Should either party failure to provide or breach this Agreement in any way, the offending party will be liable for any damages. Both parties agree to seek a third-party mediator or arbitrator for any disputes that arise as a result of this Agreement.

FOOD/ SERVICE REQUESTED BY CLIENT

Caterer to provide the following food/menu:

See Final Catering Invoice for specific Menu details and Pricing Information

The event will end at _____ Caterer Cutoff _____ (Please specify Caterer “cutoff” time – i.e. when would you like Caterer to stop food service and begin the breakdown and removal process before Caterer leaves event.)

Caterer will be contracted for service of _____ hours.

If Caterer is requested to stay for duration of event for cleanup and equipment removal, Client agrees to the cut off time specified above. If Caterer is asked to stay beyond contracted service, Client agrees to additional charges for any expenses acquired due to any time overages agreed upon herein. Time Overage fees of an additional \$100.00 per half hour will be due prior to Caterer leaving event.

Event food prices (excluding “Drop and Drop Set Catering Services”) are based on a ‘Per Person’ - Plate, Entree and/or Appetizer price is established by the Caterer’s Catering Menu which is provided to the Client when selecting the food service(s) for the event.

Per Person pricing can be defined as including costs for Caterer’s time working with Client in all aspects of preparation before event unless otherwise specified in writing for additional consulting services. This pricing also includes Caterers food costs, employee payroll for food preparations, restaurant utility services for food preparation, insurance coverage for onsite catering services and any other costs incurred with the preparation and food production for a contracted event.

Drop Catering Service prices are typically arranged based upon “a la carte” pricing (see Catering Menu). Caterer will suggest amount of each item required to feed your identified number of guests. Client, upon Caterers suggestion, may add or decrease size and/or quantity of pans needed to better accommodate their specifically desired needs prior to making confirmation deposit. After confirmation deposit is received Client may increase but may not decrease quantity or size.

Caterer to provide the following services:

*Please mark **Yes** or **No** on the lines preceding each category of services requested and have Client Initial each line marked with a “Yes” response.*

	Yes/No
_____ Drop Catering Services (Food Drop Off Only)	_____
_____ Drop Set Catering Services (Set Up Required)	_____
_____ Onsite Full Service Catering (buffet or seated) – Staffing Mandatory	_____
Staffing is required for “Onsite” full service catering. Staffing size requirements will be assessed by Caterer based on size of event. Staffing fees are \$40 hour per Staff member. Minimum Staffing Fee: \$ 100.00 (2 hr minimum required)	
_____ Equipment pick up by caterer same day	_____

_____ Food Equipment Rental (for non-staffed catering services) _____
 Daily Rate per piece of chaffing dish & water pans:
 \$6.00 x Qty Pieces _____ = Daily Rate of: \$ _____
 Estimated total number of day(s) equipment is needed: _____
 Total Equipment Rental: \$ _____
No refunds for early return of equipment
 _____ Next Day Pickup by Caterer (\$25.00 additional fee) _____
 _____ Client will return equipment to Caterer (Next day after Event) _____

Signed: _____ **Date:** _____

For Down Home Delivery & Catering, LLC

Client's Acceptance Signature: _____

Print _____ **Date:** _____