

CATERING SERVICE AGREEMENT

1. Services

Caterer agrees to provide catering services as specified in the menu selected (check menus and prices on our website) for the event described below:

- **Event Date**
- **Event Time:**
- **Event Location:**
- **Guest Count:**

2. Menu and Pricing

The agreed-upon menu and pricing are detailed in the attached estimate. Any changes to the menu or the number of guests must be communicated at least 7 days before the event. These changes may result in price adjustment.

Disposables such as napkins, silverware, plates, and serving utensils will not be provided by the Caterer, unless the Client requests these items themselves.

Delivery options are available, depending on the event location. The exact price will be determined based on the address provided by the Client.

Should large or heavy equipment be necessary for the event, the Caterer will rent and supply the required items following prior discussions with the Client. The cost of this equipment will be quoted separately from the services provided by the Caterer.

3. Payment Terms

The client agrees to pay the Caterer as follows:

- **Deposit:** A non-refundable deposit of 40% of the total cost is required to secure the event date.
- **Final Payment:** The remaining balance of the event is due no later than 1 day before the event date.
- **Overtime Fees:** Any additional time beyond the agreed service time will be charged at \$38 dollars an hour.

4. Cancellation Policy

If the Client cancels the event:

- Cancellation more than 10 days before the event: 50% of the deposit will be refunded

- Cancellation less than 7 days before the event: No refund will be provided.
- Any adjustment will be notified 7 days prior to the event. Any quantities can be modified (in 7 days prior the event) but any of the items can be deleted or changed for another ones.

Caterer reserves the right to cancel this Agreement due to any unforeseen circumstances, and in such an event, the full amount paid by the Client will be refunded.

5. Responsibilities

- **Caterer Responsibilities:** The Caterer agrees to provide food and service in accordance with the agreed menu. All necessary equipment (plates, cutlery, napkins, etc.) WILL NOT be provided unless the Client pay for
- **Client Responsibilities:** The Client must ensure that the event location is prepared and accessible for the Caterer. The Client is responsible for any damage to equipment provided by the Caterer.

6. Health & Safety

Caterer will comply with all local health regulations and ensure that all food is prepared in a sanitary and safe manner. ***Any dietary restrictions or allergies must be communicated in advance by the Client.***

7. Liability

Caterer shall not be liable for any damages beyond the amount paid under this Agreement. In no event will the Caterer be liable for any indirect, incidental, or consequential damages arising from the performance of this Agreement.

8. Force Majeure

Neither party shall be liable for failure or delay in performing its obligations under this Agreement if such failure or delay is due to circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, government restrictions, or pandemics.

9. Governing Law

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

10. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements or understandings, whether written or oral.

11. Amendments

Any amendments or modifications to this Agreement must be in writing and signed by both parties.