

Catering Agreement

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CATERING AGREEMENT

This Catering Agreement ("Agreement") is made and entered into as of [DATE] (the "Effective Date") by and between:

[CLIENT NAME], with a primary address at [CLIENT ADDRESS], [CITY], [STATE] [ZIP] ("Client"), and [CATERER NAME], a [ENTITY TYPE, E.G., CORPORATION, LLC, SOLE PROPRIETORSHIP] organized under the laws of [STATE], with a primary address at [CATERER ADDRESS], [CITY], [STATE] [ZIP] ("Caterer").

RECITALS

- A. Client desires to engage Caterer to provide catering services for the event described in this Agreement.
- B. Caterer is willing to provide the requested services under the terms and conditions set forth herein.

AGREEMENT

1. Services.

1.1 Engagement. Client engages Caterer, and Caterer accepts the engagement, to provide catering services ("Services") for the event identified in Section 2 and as further described in Exhibit A (Menu and Pricing) and Exhibit B (Event Order).

1.2 Scope. Services include food preparation, delivery, setup, service, cleanup, staffing, equipment (as specified), and other services expressly stated in the Exhibits. Any services not expressly specified are excluded unless agreed in writing.

1.3 Standards. Caterer shall perform Services in a professional manner consistent with industry standards and in compliance with applicable federal, state, and local laws, health codes, and venue rules.

2. Event Details.

2.1 Event. The Services shall be provided for the event described as follows:

- a) Event Name/Type: [EVENT NAME/TYPE]
- b) Event Date: [EVENT DATE]
- c) Event Location/Venue: [VENUE NAME], [VENUE ADDRESS], [CITY], [STATE] [ZIP]
- d) Event Start Time: [START TIME]
- e) Event End Time: [END TIME]
- f) Estimated Guest Count: [GUEST COUNT]

2.2 Final Guest Count. Client must provide Caterer with a final guaranteed guest count ("Guaranteed Count") no later than [NUMBER] days before the Event Date. The Guaranteed Count shall be used for final billing and staffing. Client shall be responsible for payment based on the greater of the Guaranteed Count or the actual number of guests served.

3. Menu, Pricing and Substitutions.

3.1 Menu. The Menu, pricing, and any special services are attached as Exhibit A. Menu selections may be subject to seasonal availability. Caterer reserves the right to make reasonable substitutions for unavailable ingredients of equal quality upon prior notice to Client.

3.2 Special Dietary Needs. Client must notify Caterer in writing of known allergies, dietary restrictions, or special dietary requests at least [NUMBER] days prior to the Event. Caterer will use reasonable efforts to accommodate requests but is not responsible for allergic reactions if Client fails to disclose information.

4. Staffing, Equipment and Access.

4.1 Staffing. Caterer will provide appropriate staff for food preparation and service as specified in Exhibit B. Additional staffing requests may incur additional charges.

4.2 Equipment. Caterer will supply china, flatware, glassware, chafing dishes, serving utensils, and other rental equipment as specified in Exhibit A or B. Client is responsible for venue-provided items where indicated.

4.3 Access. Client will ensure Caterer has reasonable access to the venue for setup and cleanup, including electricity, water, loading zones, and parking as required. Access times are specified in Exhibit B. Additional time may be charged at [HOURLY RATE] per hour.

5. Payment Terms.

5.1 Fees. Client shall pay Caterer the total fee as set forth in Exhibit A ("Total Fee"). Fees may be expressed as a flat fee, per-person rate ([PER PERSON PRICE]), or a combination thereof.

5.2 Deposit. A non-refundable deposit of [DEPOSIT AMOUNT] or [DEPOSIT PERCENTAGE]% of the Total Fee is due upon signing this Agreement to secure the Event Date. The deposit will be applied to the Total Fee.

5.3 Payment Schedule. Remaining payments are due in accordance with the Payment Schedule: [PAYMENT SCHEDULE]. Final payment based on the Guaranteed Count is due no later than [NUMBER] days before the Event Date, or immediately following the Event if agreed.

5.4 Additional Charges. Client shall pay for additional guests, overtime, menu changes after the Guaranteed Count, replacements for damaged or lost rental items, service gratuities (if applicable), taxes, and other charges incurred.

5.5 Method of Payment. Payments shall be made by [PAYMENT METHODS ACCEPTED]. Late payments may incur interest at [INTEREST RATE]% per month or the maximum allowed by law.

6. Cancellation and Postponement.

6.1 Cancellation by Client. If Client cancels the event, Client shall provide written notice to Caterer. Cancellation fees are:

a) If canceled more than [NUMBER] days before the Event Date: loss of deposit only.

b) If canceled between [NUMBER] and [NUMBER] days before the Event Date: [PERCENTAGE]% of the Total Fee.

c) If canceled less than [NUMBER] days before the Event Date: [PERCENTAGE]% to [100]% of the Total Fee.

6.2 Postponement. If Client postpones the Event, Caterer will make reasonable efforts to accommodate the new date. If Caterer is unavailable on the new date, the cancellation provisions apply.

6.3 Cancellation by Caterer. Caterer may cancel this Agreement for causes including but not limited to emergency, illness, staffing shortage, or venue restrictions. If Caterer cancels, Caterer will refund all payments received for the Event and will make commercially reasonable efforts to assist Client in securing alternative catering services. Caterer's liability for cancellation is limited as set forth in Section 15.

7. Permits, Licenses and Compliance.

7.1 Licenses. Caterer shall maintain all required health permits, licenses, and certifications necessary to perform the Services. Client shall obtain any venue-specific permits and provide access to required facilities.

7.2 Food Handling. Caterer will prepare and handle food in compliance with applicable health and safety laws. Client shall cooperate with Caterer to ensure safe food service conditions.

8. Alcoholic Beverages.

8.1 Service. If alcoholic beverages are to be served, the parties shall comply with all applicable liquor laws. Service of alcohol by Caterer (or licensed bartenders) requires proof of appropriate liquor liability insurance and, if required, appropriate liquor licenses.

8.2 Responsibility. Client agrees that Caterer and its personnel will not serve alcoholic beverages to minors or visibly intoxicated persons. Client is responsible for compliance with any venue or jurisdictional rules for alcohol service and assumes liability for violations unless caused by Caterer's gross negligence or willful misconduct.

9. Insurance.

9.1 Required Insurance. Caterer shall maintain during the term of this Agreement at its expense: (a) commercial general liability insurance with limits no less than [INSURANCE LIMITS] per occurrence; (b) workers' compensation as required by law; and (c) automobile liability insurance if vehicles are used. Upon request, Caterer will provide certificates of insurance naming Client and venue as additional insureds where required.

9.2 Client Insurance. Client is encouraged to maintain event insurance covering cancellation, liability, and other risks. Client's property insurance shall cover any Client-owned items.

10. Indemnification.

10.1 By Client. Client shall indemnify, defend, and hold harmless Caterer, its officers, employees, agents, and affiliates from and against any and all claims, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or related to (a) Client's negligence, willful misconduct, breach of this Agreement, or failure to disclose information about allergies or special needs; (b) acts of guests or third parties; or (c) Client-provided equipment or materials.

10.2 By Caterer. Caterer shall indemnify, defend, and hold harmless Client from and against claims arising from Caterer's negligence or willful misconduct in performing the Services, provided that Client notifies Caterer in writing promptly of any such claim and allows Caterer to control the defense.

11. Limitation of Liability.

11.1 Except for liability arising from gross negligence, willful misconduct, or breach of Section 10 (Indemnification), each party's total liability to the other for any claim arising out of or related to this Agreement shall not exceed the total amounts paid or payable by Client to Caterer under this Agreement.

11.2 Neither party shall be liable to the other for consequential, incidental, special, punitive, or exemplary damages, including loss of profits or business interruption, even if advised of the possibility of such damages.

12. Force Majeure.

12.1 Neither party shall be liable for delay or failure to perform due to causes beyond its reasonable control, including acts of God, natural disasters, fire, war, terrorism, pandemic, strikes, government actions, or severe weather ("Force Majeure Event"). The affected party shall notify the other promptly and use commercially reasonable efforts to resume performance. If a Force Majeure Event continues for more than [NUMBER] days, either party may terminate this Agreement and terms for cancellation shall apply.

13. Confidentiality.

13.1 Each party shall keep confidential any proprietary or non-public information obtained in connection with this Agreement and shall not disclose such information except as required by law or with the prior written consent of the other party.

14. Independent Contractor.

14.1 Relationship. The parties acknowledge that Caterer is an independent contractor and not an employee, agent, or partner of Client. Caterer shall determine the means and methods for performing the

Services and is responsible for all employment taxes, benefits, and obligations for its employees.

15. Assignment and Subcontracting.

15.1 Assignment. Neither party may assign this Agreement or its rights hereunder without the prior written consent of the other party, except that Caterer may assign to an affiliated entity or to a successor in connection with a sale of substantially all of its business assets.

15.2 Subcontracting. Caterer may subcontract portions of its obligations to third-party vendors (e.g., rental companies, specialty caterers) provided Caterer remains responsible for performance under this Agreement.

16. Taxes.

16.1 Client shall be responsible for any sales, use, value-added, or other taxes applicable to the Services, except for taxes based on Caterer's net income. If required, Caterer may invoice such taxes separately.

17. Notices.

17.1 All notices required or permitted under this Agreement shall be in writing and delivered to the parties at the addresses set forth above (or at such other address as a party may specify in writing). Notices shall be deemed given: (a) upon personal delivery; (b) three (3) business days after deposit in the U.S. mail, postage prepaid, certified or registered mail; or (c) one (1) business day after deposit with an overnight courier.

18. Term and Termination.

18.1 Term. This Agreement shall commence on the Effective Date and shall terminate upon completion of Services and final payment, unless earlier terminated under this Agreement.

18.2 Termination for Cause. Either party may terminate this Agreement for material breach if the breaching party fails to cure the breach within [NUMBER] days after receiving written notice.

19. Governing Law and Dispute Resolution.

19.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE], without regard to its conflicts of law principles.

19.2 Dispute Resolution. The parties shall attempt to resolve disputes in good faith. If unable to resolve a dispute within [NUMBER] days, the parties agree to submit the dispute to [MEDIATION/ARBITRATION] in [CITY], [STATE]. Judgment upon any arbitration award may be entered in any court having jurisdiction.

20. Miscellaneous.

20.1 Entire Agreement. This Agreement, together with the Exhibits attached hereto, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings.

20.2 Amendments. No amendment or modification of this Agreement shall be effective unless in writing and signed by both parties.

20.3 Severability. If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.

20.4 Waiver. Failure to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provision.

20.5 Construction. Headings are for reference only and do not affect interpretation.

21. Exhibits.

21.1 Exhibit A: Menu and Pricing (attach detailed menu, per-person prices, service charges, taxes, rental items, and Total Fee).

21.2 Exhibit B: Event Order (attach timeline, setup/cleanup times, staffing plan, floor plan, and special instructions).

22. Signatures.

IN WITNESS WHEREOF, the parties have executed this Catering Agreement as of the Effective Date.

CLIENT:

[CLIENT NAME]

By: _____

Name: [CLIENT AUTHORIZED SIGNATORY NAME]

Title: [TITLE]

Date: _____

Address: [CLIENT ADDRESS], [CITY], [STATE] [ZIP]

Phone: [CLIENT PHONE]

Email: [CLIENT EMAIL]

CATERER:

[CATERER NAME]

By: _____

Name: [CATERER AUTHORIZED SIGNATORY NAME]

Title: [TITLE]

Date: _____

Address: [CATERER ADDRESS], [CITY], [STATE] [ZIP]

Phone: [CATERER PHONE]

Email: [CATERER EMAIL]

EXHIBIT A: MENU AND PRICING

[INSERT DETAILED MENU ITEMS, QUANTITIES, PER-PERSON PRICES, FLAT FEES, RENTAL ITEMS, SERVICE CHARGES, SALES TAX, TOTAL FEE, DEPOSIT AMOUNT, PAYMENT SCHEDULE]

EXHIBIT B: EVENT ORDER

[INSERT EVENT TIMELINE, SETUP AND BREAKDOWN TIMES, STAFFING ASSIGNMENTS, EQUIPMENT LIST, KITCHEN/LOAD-IN INSTRUCTIONS, FLOOR PLAN, CONTACTS, PARKING INFORMATION]

OPTIONAL ADDENDA (IF APPLICABLE):

- Liquor Liability Addendum (if Caterer supplies/serves alcohol)
- Venue Indemnity/Insurance Requirements
- Health and Safety Addendum (COVID-19 or other public health requirements)
- Cancellation Insurance/Refund Policy Details

NOTES:

- Replace all bracketed placeholders (e.g., [CLIENT NAME], [DATE], [STATE]) with actual information before signing.
- Consider obtaining event insurance and reviewing venue contract requirements.
- Consult with legal counsel for jurisdiction-specific clauses or modifications.

This template is provided for informational purposes only and does not constitute legal advice. Consult a licensed attorney before signing any legal document.