

SAMPLE CATERING CONTRACT

I. **THE PARTIES.** This Catering Contract (“Contract”) made on **May 1st, 2022** is by and between:

Caterer: **Johnson’s Catering Company**, with a mailing address of **123 Main Street, Boston, Massachusetts 02110** (“Caterer”), and

Client: **Jon Smith**, with a mailing address of **1220 Apple Tree Lane, Lynnfield, Massachusetts 01940** (“Client”).

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

II. **EVENT.**

Event Title: **Jon and Jane Smith’s Wedding**

Address: **100 Beach Ave, Cape Cod, Massachusetts, 02646**

Date: **July 16, 2022**

Start Time: **02:00 PM**

End Time: **06:00 PM**

Additional Description (if any): **Will be held in an outdoor tent.**

Hereinafter known as the “Event.”

III. **ATTENDEES.** The Caterer agrees to provide Services for an estimated minimum of **150** 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 **30** 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:** **Full outdoor bar.**

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 \$[#] for the Services.
- **Per Attendee.** \$85 per Attendee.
- **Hourly Fee.** \$[#] per hour with a minimum of [#] hours.
- **Other:** [OTHER]

Based on the above, the full amount to be paid by the Client to the Caterer shall be \$12,750.00 ("Total Amount"). Drink Services are to be billed separately.

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

- **Deposit Required.** \$5,000 is required at the time of signing this Contract. The deposit shall serve as consideration for this Contract.
- **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 10 days to pay.
- **Specific Date.** The Client is required to pay the Total Amount by [DATE].
- **Other:** [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:** [OTHER]

XI. LATE FEES. If a payment due by the Client is not made within the requirements mentioned in Section IX, there will be: (check one)

- **No Late Fee.** There shall be no late fee due by the Client.
- **A Late Fee.** The Client will be charged: (check one)
 - A Flat Fee. The flat fee is equal to \$[#] for each day payment is late.
 - Based on Interest. Interest of **5%** will be charged on the outstanding balance due for each month payment is late.

XII. EVENT CHANGES. After the signing of this Contract, changes to the Event by the Client: (check one)

- **Can be Made.** A change or cancellation of the Event is allowed no sooner than [#] days prior to the Event. If a change or cancellation of the Event occurs sooner than such time period: (check one)
 - Payment is Required. A payment equal to: (check one)
 - [#]% of the Deposit will be made non-refundable to the Caterer.
 - [#]% of the Total Amount will be due and payable by the Client to the Caterer.
 - Payment is NOT Required. No payment will be due by the Client and any Deposit made will be fully refunded.
- **Cannot be Made.** If there is a change or cancellation by the Client, at any time after the signing of this Contract, a payment is required. A payment equal to will be required: (check one)
 - **100%** of the Deposit will be made non-refundable to the Caterer.
 - [#]% of the Total Amount will be due and payable by the Client to the Caterer.

XIII. MISCELLANEOUS. The Caterer and the Client agree to the following:

- a. **Independent Contractor.** It is agreed that the Caterer will be considered an independent contractor for the purposes of this Contract, that they will

maintain their own independent business and furthermore will use their own tools and equipment in fulfilling the Contract.

- b. **Taxes.** Any taxes due as part of the Caterer providing their Services in this Contract are the sole responsibility of the Caterer.
- c. **Additional Services.** Any additional services (“Additional Services”) must be requested by the Client in writing and are subject to rejection by the Caterer should said request be impossible or inconvenient to meet. Should a request for Additional Services be accepted, the Client agrees to pay for any and all fees charged by the Caterer for such.
- d. **Damage to Equipment.** The Client will be responsible for any damage or loss to the Caterer’s equipment due to misuse or theft by the Client or any guest of the Client and in the case of a force majeure event (including but not limited to fires, floods, inclement weather, and earthquakes).
- e. **Liability and Indemnification.** The Caterer will not be liable for direct, indirect, incidental, or consequential damages (including, but not limited to, damages for lost profits or increased expenses) with respect to any claim related to this Contract and the Services provided. The Client indemnifies and holds harmless the Caterer and any subcontractors working with the Caterer against all liability related to the Client's Event from the date of the Event and on into the future. The Client will assume all legal fees claimed by third persons, provided that such loss or damage was not caused by the fault or negligence of the Caterer or its employees, agents, or subcontractors. Furthermore, the Caterer has the right to cancel, at any time and without notice, the Services mentioned in this Contract with no liability or obligation to the Client other than refunds of any Deposit or advanced payments made by the Client.

XIV. SEVERABILITY. Should any provision of this Agreement be determined to be void, invalid, unenforceable, or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

XV. GOVERNING LAW. This Contract shall be construed and governed in accordance with the laws located in the State of where the Event is taking place.

XVI. ADDITIONAL TERMS & CONDITIONS. **None.**

XVII. 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.

XVIII. 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: **Jeff Johnson**

Client's Signature:  _____
Print Name: **Jon Smith**

ATTACHMENT #1 – FOOD REQUESTS

REQUESTED ITEMS

Hors d'Oeuvres

- Crab legs
- Mini burgers
- Shrimp cocktail
- Advocado toast
- Smoked salmon (on toast)

Full-Service Buffet

- Roasted pork (cut and served by a prep person)
- Bourbon peach chicken
- Lasagna
- Lentils
- Steamed vegetables
- White rice

Full Course Meal

- Appetizer: Green salad (Italian mix)
- Meal: Choice of fish, meat, or spaghetti
- Dessert: Carrot cake with vanilla ice cream

Coffee Area

- Caffeinated and decaf coffee
- Espresso machine

PROHIBITED ITEMS

None.

ATTACHMENT #2 – DRINK REQUESTS

REQUESTED ALCOHOLIC DRINKS (check here if no alcohol will be served)

All alcohol required for a full-service bar.

REQUESTED NON-ALCOHOLIC DRINKS

Bottled water, coca-cola, 7-up, dr. pepper, mountain dew, and orange juice.