



General Agreement

THIS CATERING AGREEMENT is entered [Click or tap to enter a date.](#), by and between: [Click here to enter full name.](#) hereinafter referred to as the "CLIENT" and **McEvoy's Culinaria LLC** hereinafter referred to as the "CATERER"

Particulars

WHEREAS The CLIENT will have an event/function described as follows:

Event/Function: [Click here to enter event type and name.](#)

Location: [Click here to enter full address.](#)

Date: [Click to enter a date.](#)

Set-Up Time: [Click here to enter time.](#)

Serving Time: [Click here to enter time.](#)

Guest Count: [Click here to enter # guest.](#)

1. DEPOSIT and BILLING

Non-refundable deposit of \$1,500.00 to book & confirm the event. Non-refundable deposit to be deducted from the Total Final Payment.

Billing: The remind amount of [Click here to enter net amount - deposit.](#) as follows:

1- March 1ST

2- Final Payment 30 DAYS PRIOR EVENT

See Your Proposal for detail prices and menu

2. PAYMENTS

Payment terms are Cash or Check or Credit Card. We require a Credit Card on file prior to event. Final amount due may reflect additional charges above the estimate for the final guest count. Any such charges will show on addendums to the original contract and will usually be based on changes made to required services as requested by the CLIENT.

3. GUARANTEED COVER COUNT OF

Cost is determined based in the amount of guest. A guaranteed cover count with the addition of any flat rate

or other charges incurred for specific requested services IE; bartenders, rentals, etc. The guarantee count is due 30 days prior to the event unless other arrangements have been made. The menu and food cost is based on an guaranteed cover count. These details are determined by an approved proposal which is attached to this contract.

4. ADDITIONAL FEES There are no additional built in fees unless addendum to this contract. Additional expenses incurred by the caterer due to additional requests of the client or changes to the services requested or the increase number of guests, may result in additional fees not listed here. There may be additional charges for service charge, if additional service staff is required, the cost for these services will be reflected in an addendum to this contract

5. SERVICE CHARGE

Service Charge is twenty percent (20%) for all event/function, this charge is the operating cost of insurance, licenses, permits, food transportation service, equipment, installation crew, special event coordinator, wait staff and professional chef o site. If additional staff are requested by the CLIENT there may be a flat rate charge which would be agreed upon prior to the event.

6. GUEST COUNT

Final Guest Count, **not subject to reduction**, is due 30 (30) days prior to the event date. Any additional Guest after the stated period is subject to extra charges as may be imposed by the CATERER.

7. GUEST COUNT OVERAGE

CLIENT will be charged for the guaranteed number of guests served. If there are more guests attending than the guaranteed guest count, the CATERER will charge the CLIENT accordingly.

8. CHILDREN

Children under the age of five (5) are free of charge, unless CLIENT wishes to provide special service/seating for them. In the event that special services are required, billing may occur as agreed upon either in the initial contract or by addendum. Children six-twelve (6-10) years of age will be charged at half price on the agreed

McEvoy's Culinaria

Net Luevanos

Special Event Coordinator

cateringbyculinaria@gmail.com



upon cost per person.

9. FOOD QUANTITY

CATERER will prepare between five- ten percent (5%-10%) overage based on the final number of guest count registered by CLIENT. Part of this overage is to ensure ample food for guests or possible additional guests subject to be charge to CLIENT. Cater it is to include food for the staff and/or other service. CLIENT will not be charged for this.

10. LEFTOVERS

In accordance with appropriate Wisconsin Health Codes, CATERER is full responsible to discard any leftover food items, after the agreed upon event timetable, serving time will never exceed 2 hours, according to the rules and regulations of Wisconsin Health Codes, where there is a reasonable risk for food borne illness to occur. Safety is always first.

11. BEVERAGES

CLIENT assumes the right to provide all or part of the bar/beverage supplies as needed. CATERER is not licensed to sell alcoholic beverages and they can be provided by the client or another service provider. The CATERER provide licensed bartender only.

12. BILLABLE TIME

CLIENT will be billed for additional staff hours for any time extension that results directly from additional services requested, approved by Scott Mc.Evoy or Special Event Coordinator, and payment must be pay in front.

13. CHANGE OF EVENT DATE or VENUE

CATERER will apply the entire balance of CLIENT's deposits and prepayments, less \$500.00, towards another event, subject to CATERER's availability. All costs are subject to change if these changes directly cause additional expenses for the caterer; IE: excessive travel more than 25 miles, or other expenses that would not have been incurred under the original arrangements. Additional service charge will apply,

14. RENTALS

CATERER **do not arrange rentals**, The CLIENT is responsible for all rental arrangements. The CATERER

assumes no responsibility for the proper execution of services by the rental company as the CATERER is not acting as a event planner. Any loss or damage to any rentals will be billed to CLIENT after the event. The CATERER is in no way involved for returning, or assuming any responsibility for rentals.

15. STORAGE

Prior approval from CLIENT is required for any storage of CATERER's equipment before or after the event/function. Without such an arrangement the CATERER is to bring all necessary equipment the day of the event and remove all equipment at the conclusion of the event. If the CLIENT is not the direct manager of the venue, these arrangements will be made with the venue owner/manager and will not involve the CLIENT.

16. ASSIGNABILITY

This contract is not assignable without the prior written consent from the CATERER.

17. CANCELLATION BY: CLIENT / VENUE / ACTS OF UNASSIGNABLE CAUSE

Non-Refundable deposit of \$1,500, All other deposit will returned in full with 6 months cancelation.

Re schedule event within the current year calendar and upon CATERER availability might be an option base on the location, as an act of good cause, **not an obligation**.

17.1. If the event is canceled, between six (6) months from the event date, additional payments to non-refundable deposit are returned to CLIENT (**Non-Refundable Deposit of \$1,500 is non-Refundable**) It is an economic lost and profits damage to Culinaría.

17.2. If the event is canceled, within Twenty nine (29) days of the event date, all deposits and prepayments are forfeited in full.

17.4 Other refunds may be made at the discretion of the CATERER.

18. CANCELLATION BY CATERER

CATERER reserves the right to terminate this contract for any valid reason. Valid reasons would include unforeseen situations wherein the CATERER is unable to execute the agreed upon services despite all

cEvoy's Culinaría

net Luevanos

Special Event Coordinator

cateringbyculinaria@gmail.com



reasonable effort and expense. These would be unusual and extreme circumstances, and it is understood that the CATERER shall exhaust all means available to provide services that are reasonably at its disposal. The CATERER shall not enter into any contract where there is any initial reason to believe that there is a potential interference to proper execution of services. The CATERER enters this contract in good faith that services offered will so be provided.

18.1. IF CATERER terminates this contract before thirty (30) days period prior to the event date, all deposits and prepayments will be returned in full within ten (10) days.

18.2. IF CATERER terminates this contract within the thirty (30) day period prior to the event date, all deposits and prepayments will be returned in full within ten (10) days.

19. DAMAGE

19.1. CATERER assumes no responsibility for ANY damage or loss of merchandise, alcohol, equipment, furniture, clothing or other valuables prior to, during or after the event. CATERER will do everything possible to ensure that all of CLIENT's supplies, rentals and equipment are cared for and maintained in good working order and without damage

19.2 When providing, owning, or managing the location for the event/function, the CLIENT, understands that accidents/breakage and/or damage may sometimes occur. CATERER will not be liable for any damage or loss, **unless** specifically caused by the willful negligent actions or conduct of CATERER or its employees.

19.3 The CATERER shall maintain the work and service area and leave it in a clean condition. The CATERER shall remove all equipment and food items but is not responsible for removing guest trash unless previously agreed in writing as an addendum.

20 CATERER LIABILITY:

CLIENT absolves CATERER from any third party claims, except for actions caused by CATERER and/or

negligence of its employees. Such claims to amount to a maximum amount of USD Two hundred (\$ 100.00) only.

21 TAXES & PAYMENT PROCESS FEES

CLIENT will be charged the applicable current rate for all services rendered as determined by the concerned government body.

22 UNLAWFUL ACTIVITIES:

The CLIENT will comply with all the laws of the United States of America and the State of WI, all municipal ordinances and all lawful orders of police and fire departments, and will not do anything on the event/function premises in violation of any laws, ordinances, rules or orders. If unlawful activities should occur on the premises, and the event is cancelled, there will be no refund of any kind from CATERER to CLIENT.

23. AMENDMENT AND SUPPLEMENT

Any amendment and supplement to this Agreement shall come into force only after a written agreement is signed by both parties before the event/function date. The amendment and supplement duly executed by both parties shall be part of this Agreement and shall have the same legal effect as this Agreement.

24. GOVERNING LAW

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

IN WITNESS THEREOF the parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the date first set forth above. This contract is not intended to infringe upon any governing law or rights of parties, which cannot be defined as stated and agreed upon in the contract through agreement and signature.

I have read and approve of all terms and conditions in the above contract as well as any Addendum

ClientClick client name. Click to enter a date.

Signature

McEvoy's



Client_Click client name Click to enter a date.

Signature

McEvoy's Culinaria

Net Luevanos

Special Event Coordinator

cateringbyculinaria@gmail.com
