

Catering Contract

A stylized illustration of a document with a pencil and a cursor. The document is white with a black outline and contains three horizontal lines representing text. A pencil is positioned diagonally across the top right of the document. A mouse cursor arrow points towards the bottom left of the document. There are several small black plus signs and two stylized eyes floating around the document, suggesting a focus or attention on the document.

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Tom Inland


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Rebecca Bell

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 Sign with a click

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Send for signatures

(Contractbook parties "Client" and "Caterer")

The Client and the Caterer are referred to individually as a "Party" and collectively as the "Parties."

This Catering Contract, hereinafter referred to as "Agreement", is made valid and entered into upon signature by both Parties.

RECITALS:

WHEREAS, the Client wishes to retain the Caterer to provide certain Catering Services (as defined below);

WHEREAS, the Caterer has the skills, qualifications, and expertise required to provide the Catering Services to the Client;

WHEREAS, the Caterer wishes to render such Catering Services to the Client.

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other goods and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:

1. DEFINITIONS:

As used in this Agreement:

1. "Event" shall be used to refer to the following specific event where the Caterer will be providing the Catering Services: [\[insert name of the event that will be catered\]](#).
2. "Catering Services" shall be used to refer to the following specific services that the Caterer will provide to the Client under the terms and conditions set forth herein:

[\[enter a detailed description of the specific catering services that will be rendered under the contract\]](#).

3. "Event Details" shall be used to refer to the following specific details regarding the Event:

Type of Event: [\[insert type of event is being catered\]](#).

Date of Event: [\[insert the date of the event being catered under this agreement\]](#).

Time of Event: [\[insert the time of the event\]](#).

Address of Event: [\[insert the event's location\]](#).

Number of People: [\[insert amount of people attending\]](#).

4. "Fees" shall be used to refer to the payment the Client will pay to the Caterer for the rendering of the Catering Services. Specifically, the fees shall be as follows:

[\[insert the fee charged for each person and currency\]](#) per person.

2. AGREEMENT

Subject to the terms and conditions of this Agreement, the Caterer hereby agrees to render the Catering Services to the Client, at the Event described herein, utilizing all of the Event Details as directed and Client agrees to pay Caterer the Fees required for the Catering Services.

3. MENU

The menu Caterer serves shall be as follows ("Menu"):

[\[insert the specific catering menu\]](#).

The Caterer shall be permitted to make small changes to the Menu if ingredients cannot be found after reasonable effort.

4. **STAFF OR EMPLOYEES**

The Caterer shall only utilize the following staff or employees to assist in the provision of the Catering Services, as these individuals are hereby approved and agreed to by Client:

[\[enter the list of names of employees and/or staff working for the caterer under this agreement\]](#).

5. **FEES:** The Client agrees to pay the Caterer the required Fees, as outlined elsewhere in this Agreement, for the provision of the Catering Services, subject to the following terms and conditions:

1. Deposit: The deposit amount due for the Catering Services is [\[amount and currency\]](#).
2. Payment Due: Payment is due as follows: [\[insert when is payment due to the caterer\]](#).
3. Method of Payment: The Caterer will accept the following forms of payment: [\[enter the forms of payment that the caterer will accept for the fees under this contract\]](#).
4. Expenses: The Caterer is permitted to charge for all reasonable and necessary costs and expenses incurred in performing the Catering Services, including but not limited to traveling and photocopying, subject to agreement from the Client.
5. Tax Statement: Any and all charges payable under this Agreement are exclusive of taxes, surcharges, or other amounts assessed by country, state or federal governments. Taxes imposed upon or required to be paid by the Client or the Caterer shall be the sole and exclusive responsibility of each, respectively.

6. **COST FLUCTUATION:**

The Client understands and acknowledges that the cost of Menu items and ingredients may fluctuate. If costs fluctuate to the extent it will no longer be profitable for Caterer to undertake this job, the Client agrees that the Client may:

1. Cover any additional cost; or
2. Substitute other Menu items.

7. EVENT CHANGES:

Changes to the number of guests, Menu items requested, dates or venues must be made no later than the following amount of time before the event: [\[insert how many days/weeks before the event is the final cutoff for when changes can be made\]](#).

Any changes made past this deadline will be subject to a penalty charge as follows: [\[insert the penalty be for changes after the deadline\]](#).

8. CANCELLATION:

If the Event is canceled after the execution of this contract through no fault of the Caterer, the Caterer shall be entitled to the following: [\[enter if the client cancels the agreement, what fees or other entitlements are due to the caterer\]](#).

9. COMPLIANCE:

The Caterer shall comply with all local, state, and national or federal laws regarding the preparation and service of food.

10. WARRANTIES:

The Caterer represents and warrants that it will perform the Catering Services using reasonable care and skill for a Caterer in their field.

11. LIMITATION OF LIABILITY:

Except in cases of death or personal injury caused by either Party's negligence, either Party's liability in contract, tort or otherwise arising through or in connection with this Agreement or through or in connection with the completion of obligations under this Agreement shall be limited to Fees paid by the Client to the Caterer.

To the extent it is lawful, neither Party shall be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by the other Party of an indirect or consequential nature including without limitation any economic loss, data loss, loss of goodwill, or other loss of turnover, profits, or business.

12. INDEMNITY & INSURANCE:

The Client hereby agrees to indemnify the Caterer, and all of the Caterer's agents, employees, and representatives against any and all damage, liability, and loss, as well as legal fees and costs incurred, as a result of the Catering Services, rendered this Agreement or any transaction or matter connected with the Catering Services or the relationship between the Caterer and the Client. This clause shall not be read to provide indemnification for any Party in the event that a competent court of law, rendering a final judgment, holds that the bad faith, gross negligence, or willful misconduct of the Party caused the damage, liability, or loss.

The Caterer shall carry general liability insurance throughout the duration of the Parties' relationship.

13. TERMINATION:

This Agreement will terminate at the conclusion of the Event. This Agreement may also be terminated by either Party, upon notice in writing if the other Party becomes unable to perform its duties hereunder, including a duty to pay or a duty to perform.

This Agreement may be terminated by the Caterer if the Client fails to pay any requisite Fees. The Caterer may terminate the Agreement immediately, with no notice period, in writing.

If this Agreement is terminated before the expiration of its natural term, the Client hereby agrees to pay for all Catering Services rendered up to the date of termination, and for any and all expenditure due for payment after the date of termination for commitments reasonably made and incurred by Caterer related to the rendering of Catering Services prior to the date of termination.

Any termination of under this subpart shall not affect the accrued rights or liabilities of either Party under this Agreement or at law and shall be without prejudice to any rights or remedies either Party may be entitled to. Any provision or subpart of this Agreement which is meant to continue after termination or come into force at or after termination shall not be affected by this subpart.

14. RELATIONSHIP OF THE PARTIES:

The Parties hereby acknowledge and agree that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the Parties and that this Agreement is for the sole and express purpose of the rendering of the specific Catering Services by the Caterer to the Client under the terms and conditions herein. The Caterer is an independent contractor for the Client.

15. GENERAL PROVISIONS:

1. LANGUAGE:

All communications made or notices given pursuant to this Agreement shall be in the [\[english\]](#) language.

2. ASSIGNMENT:

This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party.

3. AMENDMENTS:

This Agreement may only be amended in writing signed by both Parties.

4. NO WAIVER:

None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.

5. SEVERABILITY:

If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable.

If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.

6. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.

7. HEADINGS:

Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.

8. COUNTERPARTS:

This Agreement may be executed in counterparts, all of which shall constitute a single agreement.

9. FORCE MAJEURE:

The Caterer is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

10. NOTICES ELECTRONIC COMMUNICATIONS PERMITTED:

Any notice to be given under this Agreement shall be in writing and shall be sent by [first-class mail, airmail, or email](#) to the address of the relevant Party set out at the head of this Agreement, or to the relevant email address set out below or other email address as that Party may from time to time notify the other Party in accordance with this clause.

Notices sent as above shall be deemed to have been received 3 working days after the day of posting (in the case of inland first-class mail), or 7 working days after the date of posting (in the case of airmail), or next working day after sending (in the case of email).

In proving the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and dispatched and dispatch of the transmission was confirmed and/or acknowledged as the case may be.

16. GOVERNING LAW AND JURISDICTION:

1. GOVERNING LAW:

This Agreement shall be governed in all respects by the laws of the state of [\[insert state or nation\]](#) and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within the state of [\[nation or state\]](#). The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.

2. GOVERNING JURISDICTION:

Each of the Parties irrevocably submits for all purposes in connection with this Agreement to the exclusive jurisdiction of the [\[courts/venue\]](#) of [\[insert court/venue\]](#).

Your report is ready

Summary

Key Terms and Overview of Plant and Flowers Logistics Warehouse Lease

This commercial lease agreement is between Bredford Family & Friends (Landlord) and Plant and Flowers Logistics (Tenant) for a 5,000 square foot warehouse space located at 19141 Pine

[Read full summary](#)

Key Data Fields

Every contract is built on data. [Learn more](#) →

Base Rent

Operating Cost

Security Deposit

Late Charge

Square Footage of Premises

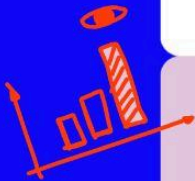


Potential risks

Key Risks in Plant and Flowers Logistics Warehouse Lease

A potential risk is the environmental restrictions prohibiting storage or use of hazardous materials, which could impact Tenant's operations if they use any chemicals/pesticides. Another

[Read full report](#)



Important dates in the contract

We've discovered these dates that might be relevant for you:

Commencement Date

March 1, 2018

Manually reviewing contracts is tedious, error-prone, and (let's be honest) boring. Let us do the hard work for you.

Our AI Insights tool scans, analyzes, and summarizes your contracts for risks, dangers, and important dates, enabling you to make better decisions.

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