

# CATERING AGREEMENT

**THIS AGREEMENT FOR CATERING SERVICES** (this "Agreement") dated this \_\_\_\_\_ day of

\_\_\_\_\_, \_\_\_\_\_ BETWEEN

\_\_\_\_\_ of \_\_\_\_\_,

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_

[Address]

[State]

[Zip]

(the "Customer")

**OF THE FIRST PART**

**-AND-**

**MAIN STREET BAKERY & CATERING INC. of 127 East Main St., Luray, Virginia, 22835**

(the "Caterer")

**OF THE SECOND PART**

## **BACKGROUND:**

A. The Customer is of the opinion that the Caterer has the necessary qualifications, licenses, experience and abilities to provide services to the Customer.

B. The Caterer is agreeable to providing such services to the Customer on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

### **Services Provided**

1. The Customer hereby agrees to engage the Caterer to provide the Customer with services (the "Services") consisting of \_\_\_\_\_

\_\_\_\_\_.

The Services will also include any other tasks which the parties may agree on. The Caterer hereby agrees to provide such Services to the Customer.

### **Term of Agreement**

2. The term of this Agreement will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of both parties.
3. In the event that either party wishes to terminate this Agreement, that party will be required to provide a notice period of 60 [sixty] days.
4. Except as otherwise provided in this Agreement, the obligations of the Caterer will terminate upon the earlier of the Caterer ceasing to be engaged by the Customer, or the termination of this Agreement by the Customer or the Caterer.

### **Performance**

5. The parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

### **Compensation**

6. For the services rendered by the Caterer as required by this Agreement, the Customer will pay to the Caterer compensation per the terms of the proposal based on the labor needed to perform the tasks of catering the event.
7. This compensation will be payable as follows: a 50% deposit one month prior to the date of the event, with the balance due one week prior to the date of the event, unless otherwise agreed upon by both parties.
8. The Customer is entitled to deduct from the Caterer's compensation any applicable deductions and remittances as required by law.

### **Additional Compensation**

9. In addition to the above compensation, the Caterer will be entitled to the following compensation for performing the Services:  
Any overtime fees, additional labor charges, bartending fees, or any breakage / damage / loss to equipment or inventory, will be paid by the customer at the end of the event as agreed to by both parties.

### **Provision of Extras**

10. The Customer agrees to provide, for the use of the Caterer in providing the Services, the following extras:  
A final time line of events will be due two months prior to the date of the event.  
A final guest count will be due one month prior to the date of the event.

### **Reimbursement of Expenses**

11. The Caterer will be reimbursed from time to time for all reasonable and necessary expenses incurred by the Caterer in connection with providing the Services hereunder. The Caterer will furnish statements and vouchers to the Customer for all such expenses.

### **Payment Penalties**

12. In the event that the Customer does not comply with the rates, amounts, or dates of pay provided in this Agreement, a late payment penalty will be charged as follows:  
The customer will pay a surcharge of 5% on the compensation amount for any late payment unless agreed to by both parties.

### **Menu and Guest Guarantees**

13. The Caterer agrees to provide the menu items as specified in the Proposal.
14. The agreed deadline to make changes to the menu is 1 [one] month prior to the date of the event.
15. The agreed deadline to confirm the number of guests is 1 [one] month prior to the date of the event.

### **Deposit**

16. Matters relating to the agreed amount and use of the deposit are as follows:

A deposit of \$100 is required to hold the date.

A deposit of 50% is required one month prior to the date of the event, with the balance to be paid in full one week prior to the date of the event.

### **Cancellation**

17. The agreed deadline for cancellation is no later than 60 [sixty] days prior to the date of the event.

If the cancellation is 60 days from date of event and any deposit has been made, a full refund of the deposit amount will be made.

If the cancellation is less than 60 days from the date of the event, any deposit is forfeit. The monies paid to hold the date are non-refundable.

### **Confidentiality**

18. The Caterer agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information with respect to the business of the Customer, which the Caterer has obtained, except as may be necessary or desirable to further the business interests of the Customer. The Caterer further agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any personal information of the Customer, without the prior written consent of the Customer. This obligation will survive indefinitely upon termination of this Agreement.

### **Assignment**

19. The Caterer will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.

### **Capacity/Independent Contractor**

20. It is expressly agreed that the Caterer is acting as an independent contractor and not as an employee in providing the Services under this Agreement. The Caterer and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

### **Modification of Agreement**

21. Any amendment or modification of this Agreement, or additional obligation assumed by either party in connection with this Agreement, will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

### **Time of the Essence**

22. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

### **Entire Agreement**

23. It is agreed that there is no representation, warranty, collateral agreement, or condition affecting this Agreement except as expressly provided in this Agreement.

**Currency**

24. A monetary amounts referred to in this Agreement are in United States dollars.

**Governing Law**

25. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Commonwealth of Virginia, without regard to the jurisdiction in which any action or special proceeding may be instituted.

**Dispute Resolution**

26. In the event a dispute arises out of, or in connection with, this Agreement the parties will attempt to resolve the dispute through friendly consultation.

27. If the dispute is not resolved within a reasonable period, then any or all outstanding issues may be submitted to final and binding arbitration in accordance with the laws of the Commonwealth of Virginia. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the Commonwealth of Virginia.

**Severability**

28. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**Additional Provisions**

29. Client agrees to pay any legal fees incurred in the collection of outstanding debt or balance.

**IN WITNESS WHEREOF** the parties have duly executed this Catering Agreement this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**SIGNED, SEALED AND DELIVERED**  
in the presence of

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Main Street Bakery & Catering Inc.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Customer