



Event Catering Contract

This Contract ("Contract") is entered into this date of [Click or tap to enter a date](#). by and between Perfectly Seasoned, LLC: hereinafter referred to as the "Caterer", and [click to enter/edit text](#) hereinafter referred to as the "Client".

Recitals

Whereas the Client is hosting a catered event ("Event") described in the following:

Type of Event/Event Name: [click to enter/edit text](#)

Date of Event: [click to enter/edit text](#)

Event Location: [click to enter/edit text](#)

Address: [click to enter/edit text](#)

Event Times: [click to enter/edit text](#)

Maximum Number of Guests: [click to enter/edit text](#)

The following information shall be utilized by the Caterer for purposes of contact the Client regarding any particulars on the event details.

Full Name: [click to enter/edit text](#)

Phone Number: [click to enter/edit text](#)

Email Address: [click to enter/edit text](#)

Home Address: [click to enter/edit text](#)

[click to enter/edit text](#)

Additional Contact: [click to enter/edit text](#)

Now therefore, in consideration of the mutual benefits, promises, and proposals set forth in this contract, as well as a 25% deposit (made only via cash or check, no credit cards will be accepted) from the Client, and with the above recitals being incorporated herein, plus additional details within the "Proposal" (proposal is set forth in a separate document from this contract) and made part hereof, both the Caterer and the Client hereby agree to the following:

1. Menu and Food

Caterer agrees to provide food and/or beverages set forth in the Proposal at the Event. The quantity and price for such food and/or beverages is set forth in the proposal. Perfectly Seasoned, LLC requires all necessary food service to be provided through them. This includes but is not limited to all appetizers, main course choices, desserts, bar service, non-alcoholic beverages, etc. Some exceptions may be made to only the desserts/late night snacks being provided via a separate vendor but will be discussed and details provided to/with the Caterer.

2. Approved Outside Food Vendors

Should approval be made for an outside vendor to provide food, the Client or their chosen vendor assumes all responsibility for the setup, equipment, cleanup, tableware, and service ware for items brought in. A list of items will be provided by the Client to the Caterer of what is being brought in and the vendor who is providing them. If Client so chooses for the Caterer to provide their cake cutting and plating services, an additional fee will be accessed and include disposable plates and forks for the cake plating.

3. Guaranteed Guest Count

A final guest count must be received no less than 14 days prior to the event. This count becomes your guaranteed number and is not subject to reduction without approval from the Caterer's event specialist or manager. Some exceptions may be made but will be at the discretion of the Caterer.

4. Finalizing Proposal: Menu and Rentals

All changes to the proposal regarding, but not limited to menus, linens, china, etc. must be made no less than 30 days prior to the event. These final changes are subject to current pricing based on items being finalized. This timeline guarantees ample time for the Caterer to ensure the highest level of quality in food, beverages, linens, tableware, etc. Changes made after the 30 day deadline may be subsite to additional charges, especially if supplies have already been purchase and/or additional supplies are needed. The Caterer reserves the right to make reasonable substitutions in menu items due to any increase in the guaranteed guest count should changes be made after the 30 day deadline. If the above terms are not met by the Client, the Caterer reserves the right to consider it a breach of contract and therefore possible cancellation of the contract may incur.

5. Food Quantity

The Caterer prepares approximately a 3% overage based upon the guaranteed guest count provided by the Client. This overage is to allot for meals for the Caterer's event team. The Client will not be charged for this. The Client is responsible for providing meals for any other vendors who may be onsite during the event, such as photographers, DJ's, venue event team, etc. These meals should be included in the guaranteed guest count upon finalization.

6. Tastings

The Caterer allots for the Client to sample up to 10 total items. 5 entrees and 5 sides, appetizers, or desserts. Food stations do not count as one item and may incur an additional fee. A \$100 fee is charged for food tastings done prior to this contract signing and payment of the deposit. Once the contract is signed and the deposit is paid, the \$100 fee will be applied towards the balance of the final invoice if signed within 30 days of the tasting. Should the client choose to sign the contract and pay the deposit at the time of the tasting, the \$100 fee will be waived completely. The \$100 fee must be paid in full at the time of the tasting and will only be accepted in cash or check; **no credit cards** will be accepted.

Dessert tastings done separately from all main food tastings are permitted and will be accessed a fee of \$50. The Client is allowed to sample up to 6 items from our dessert menu based on availability of those items

Tastings must be scheduled with a minimum of 10 days' notice to allow ample time for the chef's ordering and preparation of the food items to allow for the highest quality of food. Some menu items are unavailable for tastings due to their preparation or the season in which the tasting occurs. These are items may include but are not limited to: beef tenderloin, roasted turkey, prime rib. We appreciate your understanding and will do our best to provide items that are prepared similarly or of similar taste.

7. Payment Methods

Perfectly Seasoned, LLC accepts payments in the form of cash, check, credit card, ACH, and pre-arranged term payments. We do not accept any form of cash apps. All proposed prices are based upon cash payments. No discounts are given for Client that choose to pay via cash. The Caterer reserved the right to pass along a processing fee should the client choose to make payment via credit card or ACH. This fee will be reflected in the Client's final invoice. The Caterer operates mainly as a cashless environment and does not keep cash on hand. Should the Client choose to make any payment via cash, exact change will be necessary, no change is available. Appointments to notify the Client's event specialist should be made before coming in to make any payment. This will ensure someone from the Caterer's team will be present to accept the payment and give a receipt.

8. Deposit

A 25% non-refundable deposit is required at the time of booking, along with the signing of this contract. The Client agrees to pay the deposit amount set forth in the proposal, subject to any changes in the guaranteed guest count and menu. Deposits can only be made via cash or check; **no credit cards** will be accepted. Once the deposit has been made it will be applied to the proposal, showing the current balance due. And it will be reflected in the Client's final invoicing.

9. Additional Payments

Should the Client choose to make additional payments outside of the deposit and final payment, they are welcome to at their discretion. These additional payments can be made via check, cash, or card. Payments made with a credit card will incur the current processing fee accessed by the Caterer. Once the additional payment has been made it will be applied to the proposal, showing the current balance due. And it will be reflected in the Client's final invoicing.

10. Final Payment

The final payment amount is provided to the Client upon the receipt of the guaranteed guest count and acceptance of the final proposal. The final total due will be reflected in an invoice provided to the Client via email. This payment is due and demandable no less than 4 business days prior to the event date, unless payment terms have been previously discussed or established via the Client and the Caterer. Corporate clients may request particular terms based on their company's policies but will be at the discretion of the Caterer. Failure to make the final payment on time will result in a late fee of \$25 a day, as well as possible termination of this Contract. Final payments can be made via check, cash, or card. Payments made with a credit card will incur the current processing fee accessed by the Caterer.

11. Over Payment

Should the Client choose to make additional payments or choose to pay off the event in its entirety prior to the guaranteed guest count and results in a credit balance, **no refund** shall be given. The credit balance may be used towards upgrading food items, add-ons to the meal, desserts, bar service, etc. Arrangements to distribute the credit balance should be made 14 days in advance to allow Caterer ample time to make preparations based on the adjustments being made.

12. Bar Services and Alcohol

For venues that do not provide in-house bar services, the Caterer is required to provide this service for the event. No outside alcohol or separate vendors will be permitted. Some exceptions may be made but will be at the discretion of the Caterer and their agreement with the event venue. Should an exception be made, and the Client be allowed to bring in their own alcohol, licensed bartenders **must** be provided by the Caterer and will be arranged with the event specialist to ensure the alcohol is properly handled. An additional permit or licensing may be required to be purchased by the Client, should it be agreed upon that the Client can bring in their own alcohol. No outside bartending services is allowed, or a "grab and go" approach to any alcoholic beverages.

The Caterer reserves the right to request identification and/or refuse the service of alcohol at any event. Further the Caterer reserves the right, in its sole and reasonable discretion, to close the bar service due to any inappropriate interactions by guests, consumption of outside alcohol found and consumed on the event premises, and so to be in compliance with state liquor laws. The Caterer will have a discussion with the Client prior to the closure of the bar. Should the bar end up being closed prior to the commencement of the event due to non-compliance, no refunds will be given.

Perfectly Seasoned, LLC agrees to hold all appropriate licenses, permits, and insurance in accordance with local and state laws. The Caterer's bartenders are BASSET certified according to state regulations. The Caterer assumes no liability for the Client's misuse of alcohol not permitted by the bar services arranged. The Client hereby releases the Caterer from, and waives any claims against the Caterer for any and all liability for damages of any kind or nature to the Client, guests, or event location related to alcohol not permitted outside those arranged with the Caterer.

13. Unconsumed Food and Beverages (“leftovers”)

The Caterer, at the request of the Client, may package any unconsumed food items that have been paid for by the Client. All leftovers will be provided as long as the event venue has proper refrigeration to store items in until the conclusion of the event. Should an event venue not have proper refrigeration, the Client forfeits their right to the leftovers due to unsafe food handling conditions. Upon the signing of this contract, the Client guarantees the understanding of the Unconsumed Food and Beverage policy set forth in this contract. No refund shall be provided by the Caterer for any unconsumed food or beverage.

All unconsumed food items will be provided to the Client in disposable pans or containers. The Client assumes full responsibility for these items once they have left the Caterer’s care. Proper refrigeration, storage, and reheating should be followed in accordance with food safety guidelines.

Unconsumed alcoholic beverages from the arranged bar are not considered a “leftover” and will not be given to the Client and shall remain the property of the Caterer.

14. Rentals

The Client will be expected to rent any items necessary for their event through the Caterer that the event venue does not provide. This ensures the highest level of quality and service for the overall event. Items will include, but are not limited to tableware (i.e. plates, flatware, glassware, etc.), table linens, napkins, charger plates, etc. The Client will have access to the Caterer’s wide variety of rental items to choose from. Some exceptions may be made but will be at the discretion of the Caterer’s event specialist and arrangements with the event venue. Clients may provide their own centerpieces and various décor on their own or via a separate vendor without any disputes from the Caterer. However, the Caterer holds the right to verify where such items are coming from and any vendor information as required. The cost for any and all rental items shall be reflected in the proposal. Finalizing rental items will keep in the terms set forth in section 4 of this Contract.

15. Damaged or Lost Rental Items

Any loss or damage to rental items, outside of actions caused by the Caterer, will be charged to the Client. The Client will be notified via email and phone and billed for the lost or damaged rentals at the conclusion of the event, no less than 2 business days. The Caterer reserves the right to charge any loss or damages fees to the Client’s credit card on file in this contract, upon providing an invoice. Should the Client wish to reimburse the Caterer via cash or check instead of the card on file that will be at the discretion of the Client and shall be arranged upon the sending of the invoice.

16. Lost, Damaged, or Stolen Property

Perfectly Seasoned, LLC assumes no responsibility for any lost, damaged, or stolen property, merchandise, equipment, furniture, clothing, money, or other valuables belonging to the Caterer, the Client, or the event venue that occurs prior to, during, or after the event. Property belonging to the Caterer will be removed before the Caterer leaves the premises unless arrangement have been previously made via the Client or the event venue.

17. Event Setup

The Caterer will require access to the event venue no later than 3 hours in advance of the event start time to allot ample time for setup. The Client will be responsible for ensuring this arrangement is made via the event venue and at the Client's expense. Setup requests may be made for the day prior to the event but must take place during business hours to avoid additional fees. Requesting setup outside of business hours or earlier than 3 hours prior will incur additional fees at the Client's expense. The Caterer will require layout of the event venue displaying seating, serving tables, etc. This layout may be arranged via the Client or the event venue directly.

18. Event Cleanup

The Client is responsible for any and all rented items left at the event venue at the conclusion of the event. Rental items should be returned to the Caterer the following business day after the event. Items left behind that the Caterer has to pickup may incur additional fees, at the Client's expense. Some exceptions to event clean up of rental items and equipment may be made based on the discretion of the event venue in agreement with the Caterer.

19. Catering Essentials

The Caterer requires access to the following items for all events, including but not limited to; ample space for setup, prep and cleanup of food items, storage for any equipment transportation bins, ice, running water, garbage cans, etc. Should these essentials not be provided through the Client's booked event venue or the Client themselves, the Client may choose to provide the necessary equipment at their discretion or can arrange for such items to be provided through the Caterer. At which point the charge will be added onto the proposal and the final invoice.

20. Outdoor Events

Should the Client select a venue that is to be considered outdoors, including but not limited to: private residences, parks, public property, open air event venues, etc. that is not considered to be a structure (i.e. taking place in a grassy area, gravel, concrete lot, etc.) the Caterer may require additional equipment and necessary essentials to provide the Client with the highest level or quality in food, beverages, and service. The additional equipment may incur additional charges and costs which will be the sole responsibility of the Client. The Client may choose to provide the equipment at their discretion or can arrange for such items through the Caterer. At which point, all charges will be added onto the proposal and the final invoice. Such items may include a tent area for the Caterer's staff and prep, tables, chairs, ice, water, garbage cans, power, handwashing area, etc.

21. Travel Fees

Based on the location of the Client's booked event, an additional travel fee may be applicable. The event specialist in charge of the event will apply this fee to the proposal and final invoice. Travel fees cover the costs for setup, tear down, day of staffing, gas, and wear and tear on vehicles. Additional charges may be accessed should the Client require additional trips outside of the event day itself and would be reflected in the proposal and final invoice.

22. Service Fee

A standard service fee is required for all events that require the Caterer's team to be on-site for any portion of the event. This fee includes operational expenses, local travel time for staff, day of setup for rental items, equipment, etc., staffing for the arranged duration of the event, and tear down at the conclusion.

23. Administrative Fee

An administrative fee will be accessed above and beyond the service fee for the event. This fee covers the event specialist assigned to your events time in, but not limited to, the planning and coordination of menus, rentals, floor plans, setups, etc. The administrative fee takes into account all the "behind-the-scenes" work needed to successfully execute the event and provide the Client with the highest quality of food, beverage, and service.

24. Gratuity

Gratuity is not included in the service fee or the administrative fee. It is graciously accepted for service that has met or gone above and beyond the Client's expectations. Gratuities are split between all the Caterer's team members who had a hand in the planning, preparation, and execution of the event. Industry standards suggest 15%-20% gratuity based on the Client's final invoice. Gratuity can be made in the form of cash or check on-site at the events. Or it can be added onto the final invoice and paid at the time of the final balance.

25. Overtime Fee

In the event that any extension of the start time, that was agreed upon in the proposal, should occur, the Client will be charged for additional staff hours. Any delay in the start time longer than 45 minutes will begin to accrue and be considered as overtime and will be assessed and billed to the Client the following business day. The overtime fee will be \$100 per on-site team member and accrue per hour. In the event of this occurrence, the fee will be assessed and billed to the Client the following business day. The Caterer reserves the right to charge any overtime fees to the Client's credit card on file upon providing an invoice to the Client. Should the Client choose to pay the Caterer via cash or check instead of the card on file that will be at the discretion of the Client and shall be arranged upon the sending of the invoice.

26. Taxes

All applicable local and/or state taxes will be the responsibility of the Client. Should the Client's organization be exempt from taxes, the Caterer must receive a certificate reflecting the exemption status that matches to whom the invoice is being billed and must be received prior to the signing of this contract and deposit payment. At which point, the Caterer will reflect the exemption on both the proposal and final invoice.

27. Cancellations

In the event that a cancellation of the event occurs, Perfectly Seasoned, LLC will retain the non-refundable deposit as liquidated damages and not as a penalty. Any additional payments which have been made by the Client prior to 4 months of the Event will be refunded fully. Or may be used towards other catering services should the Client so choose and at the discretion of the Caterer and the Caterer's availability. Any additional payments made after the 4 month cut-off will be considered non-refundable due to availability in bookings, purchasing of equipment, administration fees, etc.

28. Breach of Contract

A breach of this contract occurs when either party fails to fulfill any of its obligations as outlined in this contract, including but not limited to the timely performance of duties, delivery of goods or services, or payment as specified. If either party believes that a breach has occurred, they must provide written notice to the other party detailing the nature of the breach. The breaching party will have 10 business days from receipt of the notice to cure the breach.

29. Indemnification and Hold Harmless

The Client agrees to indemnify, defend and hold the Caterer and any of its subsidiaries, affiliates, (or respective successors) and each of their respective owners shareholders, directors, officers, employees, and agents (collectively, the "Indemnified Persons") harmless from any and all obligations, claims, liabilities, losses, damages, penalties, fines, forfeitures, actions, judgments, suits, costs, expenses, and disbursements of any kind of nature (includes without limitation, any Indemnified Persons' reasonable attorneys' fees) (collectively, the "Claims") which may be imposed upon, incurred by or assessed against the Indemnified Person arising out of relating to this contract, including but not limited to any actions of the Client or its guests and or invitees; the exercise of the right and remedies granted under this contract (including, without limitation, the enforcement of this contract, and the defense of any Indemnified Person's actions or inaction in connection with this contract); and in connection with the Client's failure to perform all of the Client's obligations under this contract, except to the limited extent that the claims against any such Indemnified Person are proximately caused by such Indemnified Person's negligence or willful misconduct. The indemnification provided for in this section shall survive the termination of this contract and shall extend to benefit each individual or entity who is or has been at any time been an Indemnified Person.



30. Act of God Clause (Force Majeure)

Neither the Caterer nor the Client shall be liable for any failure to perform its obligations under this Agreement if such failure is due to an Act of God, including but not limited to natural disasters (such as earthquakes, floods, hurricanes, or tornadoes), fire, explosions, acts of terrorism, war, civil unrest, government restrictions or actions, pandemics, or any other events beyond the reasonable control of the parties. In the event that either party is unable to perform its obligations due to such circumstances, that party shall:

- **Notification:** Provide written notice to the other party as soon as reasonably practicable, specifying the nature of the event, its expected duration, and the obligations that are affected.
- **Mitigation:** Take all reasonable steps to minimize the effects of the event on the performance of its obligations under this contract.
- **Resumption:** Resume full performance of its obligations as soon as reasonably practicable after the "Act of God" has ceased.
- **Termination:** If the force majeure event continues for more than 30 days, either party may terminate this Contract by providing written notice to the other party. In such case, neither party shall have any further liability to the other except for obligations that accrued prior to the force majeure event.
- **Refunds/Rescheduling:** If the event results in the cancellation of the catering service, the Client shall be entitled to a full refund of any payments made, apart from the initial deposit. Or the parties may mutually agree to reschedule the event at a later date.

By filling out the following information (front and back) and signing, you, the Client, hereby agree to all services, fees, rules, etc. set forth in this contract and agree to the terms and conditions as stated in such. You, the Client, further agrees to pay all stated amounts set forth in the event proposal and final invoice, in accordance with the terms stated on or before the dates as specified in this contract.

Signatures

 Client 1 (printed name) _____
 Date

 Client 1 (signature)

 Client 2 (printed name) _____
 Date

 Client 2 (signature)

 Financially Responsible Client, if other than above (printed name) _____
 Date

 Financially Responsible Client, if other than above (signature)

 Perfectly Seasoned, LLC Event Specialist (printed name) _____
 Date

 Perfectly Seasoned, LLC Event Specialist (signature)

Deposit Amount Paid

 Amount _____
 Tender (cash or check only)

(A copy of your check will be given to you, the Client, upon your request)



Credit Card Information

The following information must be provided for damages, overtime fees, or payments requested to be paid by the Client via credit card. This card will not be charged without first providing an invoice for any balance due or the Client's knowledge. The Client agrees that the following information is correct and not fraudulent.

Card Number

Expiration Date

Security Code

Name as it appears on the credit card

Billing Street Address

Billing City

State

Zip Code