



## CATERING CONTRACT

**CR BBQ and Catering, LLC**

**302 N. 6<sup>th</sup> Street**

**Savannah, MO 64485**

**816-734-6059**

**816-918-8572**

**crbbqandcatering@gmail.com**

This Catering Contract ("Contract") is made on \_\_\_\_\_ is between CR BBQ and Catering, LLC, with a mailing address of 302 North 6<sup>th</sup> Street, Savannah, MO 64485 ("Caterer"), and \_\_\_\_\_

with a mailing address of \_\_\_\_\_ ("Client").

### **I. EVENT INFORMATION.**

Event Title: \_\_\_\_\_

Address: \_\_\_\_\_

Date: \_\_\_\_\_

Start Time: \_\_\_\_\_

End Time: \_\_\_\_\_

Additional Description (if any): \_\_\_\_\_

**II. NUMBER OF GUESTS.** The Caterer agrees to provide Services (Food Service and/or Drink Service, as checked below) for \_\_\_\_\_ guests at the Event ("Guests"). If the number of Guests increases, the Total Fee (defined below) will also increase, provided that Caterer may not be able to accommodate additions of Guests less than 48 hours prior to the Event.

**III. MENU.** All requested food items are described on Exhibit A ("Menu"). This includes all requests made by the Client and must be finalized two weeks prior to the Event. If any changes are made that increase the costs for the Caterer, the Total Fee will also be increased.

**IV. FOOD SERVICES.** The Caterer agrees to deliver the items on the Menu at the Event in the following manner:

☐ - **Food Truck.** To provide a food truck at the Event.

☐ - **Buffet.** Buffet-style service.

☐ - **Appetizers.** Appetizers on small trays.

☐ - **Tableware.** Disposable plates and eating utensils.

☐ - **Other:**

**V. DRINK SERVICES.** The Caterer agrees to provide:

☐ - **No Drink Services.** No drinks or cups will be provided by the Caterer.

☐ - **Drink Services.** The Caterer will deliver the drinks and related items mentioned in Exhibit B at the Event.

**VI. CALCULATION OF FEES.** In exchange for the Food Services provided, the Client agrees to pay the Caterer based on:

☐ - **A Flat Fee.** A total of \$ \_\_\_\_\_

☐ - **Per Guest.** \$ \_\_\_\_\_ per Guest.

☐ - **Other:** \_\_\_\_\_

In exchange for the Drink Services provided, the Client agrees to pay the Caterer based on:

☐ - **A Flat Fee.** A total of \$ \_\_\_\_\_

☐ - **Per Guest.** \$ \_\_\_\_\_ per Guest.

☐ - **Other:** \_\_\_\_\_

The sum of the Food Services and Drink Services are the "Total Amount."

**VII. DEPOSIT.** As part of this Contract, the Client will pay a deposit of \$ \_\_\_\_\_ (50% of Total Amount). This Contract is not valid or binding until the receipt of the deposit. The remainder of the Total Amount and any increases due to changes must be paid 24 hours prior to the Event.

**VIII. METHODS OF PAYMENT.** Customer agrees to pay as follows:

☐ - **Cash**

☐ - **Credit Card (Visa, Mastercard, American Express, Discover)**

**Credit Card payments are charged a 4% transaction fee per transaction.**

- IX. DEFAULT.** If Client fails to pay the sums due when payment is required, Client shall forfeit the Deposit. The Deposit shall be retained by Caterer as liquidated damages, as actual damages are difficult to determine. Client acknowledges that Caterer will purchase many food items and supplies significantly prior to the Event and incur costs in the planning for the Event. Client further acknowledges and agrees that the booking of the Event by Client results in Caterer being unable to accept other events during the time of the Event.
- X. PAYMENT DEFAULT.** If Client fails to pay the Deposit at the signing of the Contract, this Contract shall automatically terminate. If Client fails to pay any other amount due under this Contract, interest shall accrue at the rate of 1.5% per month. Client shall also pay any and all collection and attorney fees related to Caterer's collection of sums due under this Contract.
- XI. 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.** Sales tax will be charged on the Total Amount. Customers must pay the Caterer for the sales tax.
  - 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.
  - e. **Force Majeure.** In the case of a force majeure event (including but not limited to fires, floods, inclement weather, and earthquakes), Client acknowledges that Caterer may be unable to perform the Contract. In the event that Caterer is unable to perform the Contract due to a force majeure event, then Caterer shall refund one-half of the Deposit and retain the other one-half of the Deposit, and neither party shall have any other liability or responsibility under this Contract.
  - f. **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 gross negligence of the Caterer or its employees, agents, or subcontractors. 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.

**XII. 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.

**XIII. GOVERNING LAW.** This Contract shall be construed and governed in accordance with the laws of Missouri, and any suit related to this Contract or the Services shall be brought in the Associate Circuit Court or the Circuit Court of Andrew County, Missouri, as applicable.

**XIV. ADDITIONAL TERMS & CONDITIONS.** \_\_\_\_\_

**XV. 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.

**XVI. 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: \_\_\_\_\_

**Client's Signature:** \_\_\_\_\_

Print Name: \_\_\_\_\_

## **EXHIBIT A – FOOD REQUESTS**

### **REQUESTED ITEMS**

## **EXHIBIT B – DRINK REQUESTS**