

# CATERING AGREEMENT

BETWEEN:

XYZ Catering Inc., having its offices at (ADDRESS)  
(herein called the "Caterer")

- and -

Name and address of client  
(herein called the "Client")

WHEREAS the Caterer is engaged in the business of catering food and related items for various functions (the "Function"):

AND WHEREAS the Client desires to hire the Caterer to cater one of their Functions:

AND WHEREAS the Caterer desires to do so and the parties have made an Agreement which they now record in this contract:

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. DATE AND DURATION

The Client agrees to hire the services of the Caterer for the purpose of describe function, at location of function, on date.

2. THE FINAL COUNT

The minimum number of guests must be supplied by the Client to the Caterer at least 14 days prior to the date of the Function, (specify date). Adjustments in price may be made if there is any significant change at that time in the proposed number of guests. We regret that we cannot accept a smaller guest count after this time, but will accommodate increases up until 24 hours before the Function.

3. MENU AND PRICE

The Caterer agrees to supply the following menu to the Client at the price hereinafter set out:

(see attached menu)

The Caterer reserves the right to make reasonable substitutions to the menu if unable to secure specified items, and agrees to inform the Client of any such changes whenever possible.

The price is based on an approximate cost of fill in estimated total for fill in anticipated number of guests. (Includes food, staff, rentals, tents, ice, bar condiments, service charges, landmark commissions, taxes.) Add or delete what is included, as appropriate.

The price for the food will be in accordance with the estimate provided on list date final quote was given and attached to this agreement.

The other costs listed will be in accordance with the suppliers' actual invoices (rentals, music, porta potties, etc). Staff will be charged for actual time worked subject to the minimum hours shown below.

4. STAFF

The Caterer agrees to supply the Client with staff at the following rates:

Event Manager @ \$40.00 per hour  
Supervisors @ \$35.00 per hour  
Chefs @ \$32.00 per hour  
Servers & bartenders @ \$28.00 per hour

All staff is paid for a four-hour minimum and at the same rates for any time thereafter. For those functions occurring outside the city, staff is paid one way travel if local staff are unavailable.

5. EQUIPMENT RENTALS

The Client agrees that they are responsible for paying for all equipment rentals. The client further agrees that they are responsible for any loss or damage to any of this required rental equipment.

6. PAYMENT SCHEDULE

A non-refundable deposit of \$500 is required to secure the date with the Caterer. The Client agrees to provide the Caterer with a further deposit of insert amount on or before list date. The balance of the contract price will be invoiced after the Function, and payment of same is due in full within five days following the date of the Function, by cash, cheque, American Express or Visa. Late payments are subject to 2% interest per month.

7. GARBAGE REMOVAL

The Caterer must be informed no later than 2 weeks prior to the Function if garbage must be removed from the premises after the Function. The charge for garbage removal is \$10.00 per bag or box.

8. CANCELLATION

In the event the Client cancels the function less than one week prior to the date of the function, the Client will be responsible for 50% of the full contract price. Cancellation less than 72 hours prior to the date of the function incurs 75% of the full contract price. We regret that cancellations less than 24 hours prior to the function incur 100% contract price.

9. DISCLAIMER

The Caterer will not be responsible for any damage whatsoever to the building where the Function takes place, or any rental equipment, decorations or fixtures, lost or damaged, during the Function, due to the activities of the guests or third parties, except in professional venues where the Caterer's insurance coverage applies. The Client agrees to indemnify and save harmless the Caterer from any and all liabilities, fines, suits, claims, demands, costs and actions arising out of any damage to property or injury to person, of any nature and kind whatsoever, however caused including any consequences resulting from the guest's over consumption of alcohol. The Caterer reserves the right to refuse to serve alcohol to minors and inebriated guests. Further, the Caterer is not responsible for any damage to property entrusted to them or its agents, servants and / or employees, nor for any loss of any property by theft or otherwise.

10. ONTARIO SALES TAX AND GST

All aspects of Catering services are subject to Ontario Sales Tax and Federal Goods and Services Tax.

The Client acknowledges that they have read and understood the terms of the within agreement.

This agreement constitutes the entire agreement between the parties hereto, and no oral modification thereof shall be binding or any force or affect.

IN WITNESS WHEREOF the parties hereto have set their hands and seals.

XYZ Catering Inc

**(Client - insert name or names)**

Per: \_\_\_\_\_

\_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_