**Catering Agreement**

This Catering Agreement is entered into [DATE OF AGREEMENT] by and between [CATERER’S NAME AND THE ADDRESS] (the **“Caterer”**) and [CLIENT’S NAME AND THE ADDRESS] (the **“Client”**) (hereinafter collectively referred to as the “Parties” and individually to as the “Party”) and sets forth the arrangement between the Parties relating to catering services to be provided by the Caterer to the Client for the event specified in this Agreement.

1. **Event Details**

Pursuant to this Catering Agreement the Client is hiring the Caterer to provide food and beverages as well as the related services [specify, if any], for the following event (the **“Event”**):

Date: [specify]

Event start time (for guests): [specify] (**“Starting Time”**)

Event end time (for guests): [specify] (**“End Time”**)

Location: [specify] (**“Venue”**)

Estimated number of guests: [specify]

1. **Menu to Be Served**

The Parties agreed the menu attached to this Catering Agreement as [Annex A]. The Caterer reserves the right to make minor amendments to the menu if key ingredients are unable to be sourced due to reasons beyond the reasonable control of the Parties.

1. **Venue**

The Caterer will need to have access to the Venue no later than [Specify the time] hours in advance of the Start Time for the Event, and [Specify the required time] hours after the End Time for clean-up. Client will make all necessary arrangements, at Client’s expense, to get this access arranged.

1. **Payment Terms**

The Parties agreed that for the services of the Caterer as specified in this Catering Agreement, the Client shall pay to the Caterer $ [Specify the amount] per person attending the Event, but in no event less than the Guest Count provided by the Client to the Caterer one week in advance of the Event. As of the date of signing of this Agreement, the total amount is estimated to be $ [Specify the amount] (“**Estimated Total Cost**”).

Payment will be made to the Caterer as follows: $ [Specify the amount] deposit due on the date of signing, and the balance of approximately $ [Specify the amount of the second payment] will be due one week in advance of the Event. The exact amount due will be determined, and provided by Client to the Caterer, one week in advance of the Event along with a Final Guest Count.

The Client may request for additional services, with the knowledge that these services will add to the total cost agreed upon by this Agreement and shall be agreed in writing as an addendum to this Agreement.

1. **Responsibility of the Parties**

The Client is solely responsible for all costs and/or deposits relating to use of the Venue, purchase of the foods according to the Menu as well as for obtaining any and all required permissions, authorizations, or other requirement(s) of the Caterer providing services at the Venue.

The Caterer is responsible for providing of timely, highly qualified catering services to the Client’s guests according to the terms of this Agreement and addenda thereto.

1. **Cancellation**

If the Client needs to cancel the Event, the Client shall provide written notice to the Caterer along with any required cancellation fee specified in this Catering Agreement, to effect cancellation.

The Parties agreed that the following cancellation limitations will apply.

If Client requests cancellation of this Agreement 90 days or more before the Event, the Caterer shall be entitled to [specify] percent of the Estimated Total Cost.

If Client requests cancellation 45-89 days before the Event, Caterer shall be entitled to [specify] percent of the Estimated Total Costs.

If Client requests cancellation 31-44 days before the Event, Caterer shall be entitled to [specify] percent of the Estimated Total Costs.

After 30 days in advance of the Event, the Caterer shall be entitled to 100% percent of the Estimated Total Cost.

The Client’s deposit will be credited against the cancellation fees owed. Any balance will be payable upon the notice of cancellation.

1. **Assignment**

This Agreement cannot be assigned by either Party without the other’s written consent, except for cases as stipulated in clause VIII thereto.

1. **Limitation of Liability**

If the Caterer cannot fulfill his obligations under this Agreement for reasons outside of his control, the Caterer may locate and retain a replacement catering company at no additional cost to Client, or refund Client’s money in full. The Caterer will not be responsible for any additional damages or compensation under these circumstances.

1. **Settlement of disputes**

If a dispute arises during or after the term of this Agreement between the Parties, they shall agree to negotiate amongst themselves, in "good faith", before any litigation.

In case of impossibility to resolve the dispute by negotiation, all disputes under this Agreement shall be settled by arbitration in the State of governing law before a [single arbitrator] pursuant to the commercial law rules of the [American Arbitrator Association]. Arbitration may be commenced at any time by any party hereto giving written notice to the other party to a dispute that such dispute has been referred to arbitration. Any award rendered by the arbitrator shall be conclusive and binding upon the parties hereto. This provision for arbitration shall be specifically enforceable by the parties and the decision of the arbitrator in accordance herewith shall be final and binding without right of appeal.

1. **Governing law**

This Agreement will be interpreted according to the laws of the State of [specify] and any legal action must be filed in the County of [Specify] in the State of [Specify].

1. **Severability**

If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

1. **Entire Agreement**

This Agreement contains the entire agreement of all parties on these matters, superseding any previous agreement between them.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered.

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Client Name Client Signature

Date:

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Caterer Name Caterer Signature

Date: