MYSTIC CATERING, INC.

Catering Deposit, Cancellation & Refund Policy

Effective Date: January 1, 2026

1. Purpose and General Policy

Mystic Catering, Inc. is committed to providing exceptional culinary experiences, professional service, and comprehensive event planning. Every confirmed event represents a commitment of our culinary team, service personnel, production facilities, equipment, and operational resources.

Once an event is reserved, Mystic Catering may decline other business opportunities for the same date and begin incurring expenses associated with planning, staffing, menu development, procurement, and event preparation.

This policy establishes the terms governing event deposits, cancellations, refunds, rescheduling, and changes to contracted catering services. Its purpose is to provide clear expectations, encourage open communication, and protect the legitimate interests of both our clients and Mystic Catering.

2. Event Reservations and Deposits

A deposit equal to **fifty percent (50%) of the estimated total catering contract value** is required to reserve and confirm an event date, unless otherwise specified in the executed catering agreement.

An event is considered formally booked only after:

- The catering agreement has been executed and accepted by both parties.
- The required deposit has been received by Mystic Catering.

Deposits are credited toward the contracted event total and are subject to the cancellation and refund provisions contained herein. Until both booking requirements have been satisfied, Mystic Catering reserves the right to accept other reservations for the requested event date.

3. Final Payment and Contracted Services

The remaining balance of the catering agreement is due upon finalization of the event menu, guest count, staffing requirements, and associated services, according to the payment schedule specified in the agreement executed.

Additional services, menu modifications, guest count increases, specialty items, rentals, or other changes requested after final payment may result in additional charges.

Reductions in guest count, menu selections, or service requirements after contractual deadlines do not automatically entitle the client to a refund or reduction in contracted charges. All modifications must be mutually agreed upon and documented in writing.

4. Mandatory Written Notice of Cancellation

All requests to cancel a confirmed event must be submitted to Mystic Catering in writing.

Written notice must clearly identify the client's name, event date, event location, and intention to cancel the catering agreement. Cancellation notices must be delivered by email to Mystic Catering's designated business contact or through another written delivery method expressly identified in the executed catering agreement.

Verbal communications, telephone conversations, informal discussions, or statements of an intention to seek another catering provider do not constitute formal cancellation notice. The effective cancellation date shall be the date Mystic Catering receives the client's formal written cancellation notice.

The cancellation notice must be received within the applicable cancellation period to qualify for the corresponding refund provisions. Mystic Catering will acknowledge receipt of the written cancellation notice and initiate the applicable reconciliation process.

5. Cancellation Fees and Refund Eligibility

Refund eligibility is determined by the number of calendar days between Mystic Catering's receipt of written cancellation notice and the scheduled event date.

A. Cancellation 60 or More Calendar Days Before the Event

When written cancellation notice is received at least sixty (60) calendar days before the scheduled event, payments received are eligible for refund, subject to the adjustments described below;

- **Administrative fee:** A **$500 administrative cancellation fee** will be assessed.
- Separately agreed, non-refundable tasting or planning fees may be retained for services already performed.
- Transaction Fees and Refund Adjustments: Any refund issued by Mystic Catering will be adjusted to exclude applicable payment processing and transaction fees, including credit card processing fees incurred when the original deposit or subsequent payments were received, to the extent such fees are nonrefundable to Mystic Catering. These fees will be itemized in the final account reconciliation and deducted from the otherwise refundable balance.
- Documented, non-recoverable third-party expenses or specialty purchases expressly authorized under the catering agreement may also be deducted.

The remaining refundable balance will be determined through formal account reconciliation.

B. Cancellation 11 - 59 Calendar Days Before the Event

When written cancellation notice is received between eleven (11) and fifty-nine (59) calendar days before the scheduled event:

- Deposits and payments previously received are nonrefundable.
- Additional amounts owed, if any, will be determined according to the executed catering agreement.
- Mystic Catering will make reasonable efforts to avoid unnecessary additional expenditures after receiving notice.

C. Cancellation 10 or Fewer Calendar Days Before the Event

When written cancellation notice is received ten (10) or fewer calendar days before the scheduled event:

- The full contracted event amount remains payable, subject to the executed agreement and applicable law.
- This includes contracted food, staffing, rentals, and associated event services.
- Amounts due will be reconciled against payments already received, with appropriate treatment of avoided costs where legally required.

The parties acknowledge that late cancellations may cause substantial losses because of advance food purchases, staffing commitments, equipment reservations, production scheduling, and the limited ability to replace canceled business.

6. Last-Look Opportunity and Competitive Proposal Review

Mystic Catering recognizes that clients may reconsider their catering arrangements because of budget considerations, changing preferences, or proposals received from alternative catering providers.

Before terminating a confirmed catering agreement primarily because of a competing caterer's pricing or service proposal, the client agrees to provide Mystic Catering with a reasonable opportunity to review and respond to the alternative offer.

To facilitate a meaningful comparison, the client is encouraged to provide the competing proposal, or a written summary containing sufficient information to evaluate its scope, including menu selections, portion sizes, guest count, staffing, service style, rentals, delivery, setup, service charges, taxes, and total pricing.

Upon receiving this information, Mystic Catering will make a good-faith effort to evaluate whether it can offer comparable services, revise its existing proposal, or meet the competing package's overall value.

The comparison will consider the complete scope of services rather than price alone, recognizing that differences in food quality, portion sizes, staffing, service standards, equipment, and contractual obligations may materially affect the overall value of competing proposals.

Mystic Catering will be afforded seven (7) business days after receiving sufficient comparative information to submit a revised proposal or confirm whether it can meet the competing offer. This review period may be shortened by mutual written agreement when the event date is approaching.

Mystic Catering is not obligated to match pricing that would require compromising food safety, service quality, staffing standards, or the financial viability of the event. The last-look process does not guarantee a price match, create an automatic right to cancel without penalty, or alter the applicable cancellation deadlines. Clients remain responsible for providing timely written cancellation notice if they elect not to proceed.

Our objective is to encourage transparent communication and provide clients with an opportunity to preserve an established catering relationship before making a final decision.

7. Menu Tastings, Consultations, and Planning Services

Menu tastings, customized menu development, culinary consultations, and event planning may involve expenses incurred well in advance of an event. When separately identified and agreed upon, tasting fees and planning charges are nonrefundable once the applicable services have been performed.

Any tasting fee designated as a credit toward the final catering invoice will be applied according to the terms of the written agreement. Cancellation of an event does not automatically convert a previously applied tasting credit into a cash refund.

8. Specialty Purchases and Third-Party Commitments

Certain events require specialty ingredients, custom menu items, equipment rentals, specialty linens, outside personnel, or other third-party services.

Documented nonrecoverable expenses may be included in the cancellation reconciliation when they have been expressly authorized under the catering agreement. Mystic Catering will make reasonable efforts to cancel or reduce outstanding commitments when written cancellation notice is received. Any recoverable supplier credits or avoided charges will be reflected in the reconciliation where applicable.

9. Event Changes and Budget Adjustments

Mystic Catering understands that event budgets, guest counts, and menu preferences may change throughout the planning process. Clients are strongly encouraged to communicate any financial concerns or desired changes directly to Mystic Catering before seeking to terminate an existing agreement.

Our culinary and event planning teams will make reasonable efforts to explore alternative menus, buffet or plated service options, staffing configurations, and other adjustments that may help align the event with the client's revised objectives. All approved modifications must be documented in writing and may require an updated catering agreement or invoice.

10. Event Postponements and Rescheduling

Requests to postpone or reschedule an event must be submitted in writing. Subject to availability and mutual written agreement, Mystic Catering may permit payments already received to be applied toward a rescheduled event.

A rescheduled event may be subject to updated pricing, staffing rates, ingredient costs, equipment availability, and other changes in the scope of services. Previously incurred, non-recoverable expenses remain the client's responsibility as provided in the catering agreement. No rescheduled date is guaranteed until confirmed through a written agreement.

11. Account Reconciliation Following Cancellation

Upon receipt of formal written cancellation notice, Mystic Catering will prepare an account reconciliation reflecting the financial status of the canceled event.

The reconciliation will identify, as applicable:

- All deposits and payments received.
- The $500 administrative cancellation fee.
- Applicable tasting and planning charges.
- Authorized, nonrecoverable purchases and third-party commitments.
- Other amounts due under the executed catering agreement.
- Any applicable credits or adjustments.
- The final refundable balance, if any.

Mystic Catering will ordinarily provide the reconciliation within five (5) business days after receiving formal written cancellation notice, provided the information necessary to complete the reconciliation is available.

The reconciliation date shall be the date on which Mystic Catering issues the complete written reconciliation to the client. Any disputed charges should be identified promptly in writing so that both parties may attempt to resolve the matter in good faith.

12. Refund Processing and Payment Timeline

Mystic Catering shall have up to thirty (30) calendar days following the reconciliation date to issue any refund balance determined to be payable to the client.

The thirty-day refund period begins on the date Mystic Catering forwards the completed written reconciliation, rather than the date of the original cancellation request. Refunds will be issued through the original payment method when reasonably practicable or through another mutually agreed payment method.

A refund will be considered issued when Mystic Catering initiates the applicable electronic payment, mails the refund check, or otherwise releases the payment through the agreed method. Additional processing time imposed by banks, payment processors, or postal delivery services is outside Mystic Catering's direct control.

If the reconciliation identifies no refundable balance, Mystic Catering will notify the client accordingly. Nothing in this section extends a shorter refund deadline required by applicable law.

13. Cancellation by Mystic Catering

If Mystic Catering cancels a confirmed event for reasons within its reasonable control and cannot provide the contracted services or a mutually acceptable alternative, payments attributable to services not provided, including the event deposit, will be refunded as required by the agreement and applicable law. Events affected by circumstances beyond either party's reasonable control will be addressed under the force majeure provisions of the executed catering agreement.

14. Governing Agreement and Applicable Law

This policy is intended to supplement the terms and conditions of Mystic Catering's written catering agreements.

If a provision of this policy conflicts with the executed catering agreement, the executed agreement will govern, except where applicable law requires otherwise. This policy shall be interpreted in accordance with the laws of the State of Connecticut. Any modification, exception, or waiver must be documented in writing and approved by an authorized representative of Mystic Catering.

15. Client Acknowledgment and Acceptance

By signing a catering agreement incorporating this policy, the client acknowledges that they have received, reviewed, and accepted the applicable deposit, payment, cancellation, last-look, reconciliation, and refund provisions.

The client further acknowledges that reserving an event date requires Mystic Catering to commit resources and potentially decline other business opportunities.

Mystic Catering, Inc

By: _____

David B. Crompton
Chief Corporate Development Officer / CEO
Date: January 1, 2026