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Mystic Catering Contract Agreement

This Catering Contract Agreement (the "Agreement") is entered into as of the date signed below between Mystic Catering ("Caterer") and the Client identified below.

1. CLIENT INFORMATION

Client Name: _____

Company (if applicable): _____

Phone Number: _____

Email: _____

Event Date: _____

Event Location: _____

Guest Count: _____

2. EVENT DETAILS

Type of Event: _____

Start Time: _____

End Time: _____

Catering Service Type: ☐ Delivery ☐ Buffet ☐ Plated ☐ Contract Catering
☐ Family Style ☐ Pick-up ☐ Film Production ☐ Athletic Dept.

Menu Selection: _____

_____

_____

_____

_____

_____

_____

_____

Special Dietary Requests: _____

_____

_____

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3. PRICING & PAYMENT TERMS

A 50% deposit is required to secure your event date. Final payment is due at the time of your final menu selection.

Total Meal Cost:	_____
State Sales Tax (7.35%):	_____
Delivery Fee:	_____
Service Charge:	_____
Labor Hour (If any):	_____
Deposit (50% due upon Signing):	_____
Final Payment (10 Days Before Event:	_____

Payment Methods Accepted: Cash, Check, Credit/Debit Card, ACH

4. CANCELLATION POLICY

- If the Client cancels 60 days or more before the event date, the deposit will be refunded minus a $500 administrative fee and reconciliation of all payments made against expenses incurred by Mystic Catering.
- All cancellations are subject to the terms to the Mystic Catering Refund Policy.
- If the Client cancels within 30 days, the deposit is non-refundable.
- If the Client cancels within ten (10) days of the event, the full catering cost is due.
- All cancellations must be made by writing, by email or certified letter.

5. FINAL GUEST COUNT & MENU CHANGES

- Final menu selections for your event must be made no later than the following food order date:
  - 10 – 50 Guests: 10 days prior to the event date.
  - 51 – 125 Guests: 21 days before the event date.
  - More than 125 Guests or Daily Contract Food Services: 30 days before the event date.
- Menu changes requested within 7 days of the event may not be accommodated, unless specialty catering is requested.
- Mystic Catering will make every reasonable effort to accommodate dietary restrictions with advance notice.

FOOD & SERVICE LIABILITY

- Mystic Catering will provide high-quality food and service in compliance with food safety regulations.
- Once food is delivered or served, Mystic Catering is no longer responsible for food safety, including improper storage or handling by the Client or guests.
- Leftover food may be packed for the Client at their request but must be consumed or refrigerated immediately.

6. STAFFING & RENTALS

- Staffing fees will apply based on service type and event size unless otherwise included.
- Staffing quotes do not include set-up or clean-up services unless specifically identified in the proposal. Set-up and clean-up are separate services and must be selected and purchased independently based on the requirements of the event.
- The Client is responsible for securing the event space, seating, tables, and linens unless rental services are arranged through Mystic Catering.
- Mystic Catering offers commissary tents, portable dining tents, tables, chairs, power generation, water supply systems, refrigeration, cooking, and food-handling equipment on a daily rental basis, allowing production teams to customize their on-location catering infrastructure based on the specific requirements of each production day.
- Additional rental fees apply for dishware, flatware, glassware, serving equipment, and décor if requested.

7. CATERING SERVICE CHARGE

All catering orders are subject to a **20% Catering Service Charge**, which will be added to the final invoice. The Service Charge is applied to cover administrative costs, kitchen operations, preparation, and catering support staff.

The Service Charge is **not a gratuity** and does not replace a tip for service staff. Gratuities for servers and catering staff are at the Client's discretion and are encouraged for exceptional service.

8. FOOD SERVICE ENGAGEMENT

The Client acknowledges and agrees that Mystic Catering has been hired solely to provide catering and food service for the event described in this Agreement. Mystic Catering does not act as an event planner, event coordinator, or venue manager, and shall not be responsible for services outside of food preparation, food service, and catering-related duties. All other arrangements, including entertainment, décor, photography, rentals, and scheduling, remain the responsibility of the Client or other vendors contracted by the Client.

9. SCOPE OF SERVICES

Mystic Catering will provide the following services as part of this Agreement:

1. **Menu Planning & Consultation** – Work with the Client to design a menu suited for the event, including reasonable accommodations for dietary needs.
2. **Food Preparation & Service** – Prepare and serve food and beverages as agreed in the final proposal or contract.
3. **Service Staff** – Provide professional chefs, servers, and catering support personnel for food and beverage preparation and service based upon the staffing levels and services specifically selected and contracted by the client.
4. **Equipment & Utensils** – Catering-related equipment, serving utensils, chafing dishes, and other food-service items are not included unless specifically identified in the proposal and must be selected and purchased or rented separately by the client.
5. **Set-Up & Clean-Up (Food Service Areas Only)** – Set up buffet tables, food stations, or plated-service areas and remove catering-related items following service only to the extent specifically contracted by the client.

Exclusions: Mystic Catering does not provide event planning, venue management, entertainment, décor, audio/visual services, photography, floral services, or non-catering-related rentals unless such services are specifically identified in writing, separately contracted, and agreed to by both Parties.

10. FORCE MAJEURE

Neither Party shall be liable for any delay, interruption, or failure to perform its obligations when such performance is prevented or materially affected by circumstances beyond the Party's reasonable control, including severe weather, natural disasters, public health emergencies, pandemics, governmental actions or restrictions, utility or transportation disruptions, civil emergencies, or other events of force majeure.

If such circumstances prevent the event from proceeding as scheduled, amounts previously paid may be credited toward a mutually agreed rescheduled event occurring within twelve (12) months of the original event date, subject to Mystic Catering's availability and any applicable changes in pricing, scope, staffing, equipment, or other costs.

11. INDEMNIFICATION

The Client agrees to indemnify and hold harmless Mystic Catering from any claims, damages, or losses arising from the event, except where caused by Mystic Catering’s negligence or misconduct.

12. LATE PAYMENT & COLLECTION COSTS

All invoices are due as specified in this Agreement. Any unpaid balance not received within **seven (7) days** of the due date will accrue interest at a rate of one percent (1%) per month until paid in full.

In the event of non-payment, the Client shall also be responsible for all costs of collection, including but not limited to attorney's fees, court costs, and reasonable administrative expenses incurred by Mystic Catering in pursuing the balance owed.

Mystic Catering reserves the right to withhold future services or deliveries until all outstanding balances are paid in full.

13. LIMITATION OF LIABILITY

The total liability of Mystic Catering, whether in contract, tort, or otherwise, shall not exceed the total amount paid by the Client under this Agreement. Mystic Catering shall not be liable for incidental, indirect, or consequential damages, including lost profits, arising out of or relating to the services provided.

14. RENTAL DAMAGE RESPONSIBILITY

If the Client requests Mystic Catering to arrange rentals of dishware, glassware, flatware, linens, or equipment, the Client assumes full responsibility for any loss, theft, breakage, or damage to these items during the event. Replacement or repair costs charged by the rental provider will be billed directly to the Client.

Mystic Catering will not be held responsible for damage caused by guests, venue staff, or third-party vendors. The Client agrees to reimburse Mystic Catering or the rental company for all such costs within seven (7) days of notification.

15. PHOTOGRAPHY & MARKETING RIGHTS

Mystic Catering reserves the right to photograph food displays, buffets, and catering setups created for the event. Such images may be used for marketing, portfolio, or promotional purposes, whether in print or online.

Mystic Catering will not intentionally photograph, record, publish, or use identifiable images of the Client, guests, cast, crew, or other attendees without the Client's prior written consent. Mystic Catering may photograph food presentations, buffet displays, catering equipment, and service setups for internal, portfolio, or marketing purposes unless the Client provides advance written notice prohibiting such photography.

16. COMPLIANCE WITH VENUE RULES

The Client is responsible for ensuring that the selected venue permits outside catering and that Mystic Catering has access to the necessary facilities to provide service. Mystic Catering will comply with all reasonable venue rules and regulations; however, the Client shall be responsible for securing required permissions, permits, or approvals.

Mystic Catering shall not be held liable for delays, penalties, or additional charges imposed by the venue or third parties related to venue policies, restrictions, or requirements. Any additional costs incurred as a result of venue rules shall be billed to the Client.

17. DISPUTE RESOLUTION

In the event of any dispute, claim, or controversy arising out of or relating to this Agreement, the Parties agree to first attempt resolution through good faith negotiation. If such efforts are unsuccessful, the Parties shall submit the dispute to mediation administered by a mutually agreed mediator.

If mediation does not resolve the matter, the dispute shall then be settled by binding arbitration in accordance with the rules of the American Arbitration Association (AAA), and judgment on the award may be entered in any court of competent jurisdiction.

The costs of mediation or arbitration shall be shared equally by the Parties unless otherwise determined by the arbitrator. Each Party shall be responsible for its own attorney's fees and costs, unless otherwise awarded.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between Mystic Catering and the Client. No other agreement, promise, or representation, whether oral or written, shall be binding unless expressly included in this document and signed by both parties. Any amendments or modifications must be made in writing and signed by both parties.

19. GOVERNING LAW & JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut. Any legal proceedings arising from or related to this Agreement shall be brought exclusively in the state or federal courts located in Connecticut, subject to the mediation and arbitration provisions contained herein.

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20. AGREEMENT SIGNATURES

By signing below, the client acknowledges and accepts the terms of this Agreement.

Mystic Catering Representative:	**Client:**
Signature: _____	**Signature:** _____
Name: _____	**Name:** _____
Date: _____	**Date:** _____

Thank you for choosing Mystic Catering! We look forward to making your event exceptional and unforgettable!

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