

TeRiBeIBlue CATERING

EVENT AGREEMENT



This Catering Agreement (this "Agreement") is between TeRiBeIBlue Catering a Limited Liability Company ("Catering") and Alex Georgiadis ("Client").

Client has requested Catering to provide services for an event, party or function (the "Event"). Client had selected the arrangement summarized above, which will be more specifically described on the invoice to be attached hereto (the "Event Order/Event Agreement"). Client understands and agrees that the following are express terms and conditions applicable to the Event;

1. **Payment Schedule and Payment Method.** At the time of execution of this Agreement by both parties, the Client shall pay to the Catering a deposit of \$700.00, Seven Hundred Dollars, to secure the Event. Seven Hundred Dollars from the deposit amount is nonrefundable. The deposit will be applied to the total cost of the Event no later than thirty (30) days prior to the Event. The remaining less the nonrefundable deposit is due no later than / 00 / 2025 (14 business days prior to the Event). In the event of an overpayment, Catering shall issue a refund check to the Client for the difference within 30 business days after the Event Date. Any outstanding amounts and any additional charges incurred with respect to the Event will be charged to the Client's authorized credit card. If any payment is not made when due, the Catering may, at its option, deem the Event canceled, in which case cancellation charges will apply. Payment Methods are as follows; Credit Card with a 3%, three percent, fee, Debit Card, ACH, Check payment is not accepted.

2. **Cancellation Policy.** In the event Client cancels the Event for any reason. Catering will be entitled to a cancellation fee as liquidated damages (plus service charges, administrative charges, administrative fees, as applicable, and applicable taxes) at the time of cancellation as follows:

More than 120 days prior to the Event	-	40% of the Estimated Cost
120 days to 90 days prior to the Event	-	50% of the Estimated Cost
89 days to 45 days prior to the Event	-	75% of the Estimated Cost
Less than 45 days prior to the Event	-	90% of the Estimated Cost

Given the Catering capacity to prepare and serve food and non alcoholic beverages the parties acknowledge that it is highly unlikely that the Catering would be able to mitigate any losses caused by cancellation of the Event. The parties agree that prospectively calculating the damages that Catering would suffer as a result of the cancellation of the Event would be exceptionally difficult or impossible. For this reason, the parties have agreed that the calculations set forth above are a reasonable forecast of just compensation in the event of the cancellation of the Event. The amounts due for cancellation set forth herein are intended as liquidated damages and not as a penalty. Deposits will be applied toward the cancellation fee.

3. **Refund and Discount.** We do not issue refunds. Refunds are based on a case by case situation, the Client understands TeRiBeIBlue Catering contracts various Chefs providing specialties for the Client's requested cuisine. Refunds are not given by the Catering at any time for any issues. For refund provided a 5%, five percent, from Subtotal of the invoice will not exceed the refund amount, this

calculation will be from the Food and Beverage consumed excluding Taxes, Service charges and other fees that is paid to the Catering company's employees, state and federal taxes. A written letter will be signed by the Client and the process will take thirty business days from the approval date. The Client will be liable for any defamation of the company and its employees, owner, and everyone associated with the company. Discount given only applies to the first initial invoice, any add ons will not have an additional discount. Discount from the original invoice will be forfeit if a refund is requested for any reason.

4. **Guest Guarantee.** No later than (20) days prior to the Event. Client will confirm the number of guests attending the Event. In the event the Catering is not notified of the guest confirmation at least (20) days in advance, Catering will use the estimated number of attendees set forth above as the guaranteed number. If there is a food and beverage minimum set forth above, the Client will be charged the food and beverage minimum or the actual food and beverage charges, whichever is greater. Subject to any food and beverage minimum set forth on the invoice, the Client will be charged for the guaranteed number or the actual number of attendees, whichever is greater.

5. **Service Charge/Taxes/Banquet Event Order Pricing.** The prices listed on the Drop Off Event Menu are attached hereto, are subject to proportionate increases to meet increased cost of supplies for Events reserved more than 40 days in advance, however, any such increase shall not exceed ten (10) percent. Prices can be set 30 days in advance of the Event. All food and beverage purchases are subject to an automatic twenty (20) percent service charge, a portion of which may be distributed by the Catering to certain food and beverage service employees. For Drop Off Catering, the twenty (20) percent food and beverage service employees will be waived as there will not be any employees serving during the event. The service charge is not a tip of gratuity. Application taxes and fees, in addition to the service charge, will be added to all amounts due under this Agreement, including without limitation cancellation fees as liquidated damages. Exemptions from sales tax will be honored when a valid tax exemption certificate or other required document is presented during the signing of this Drop Off Event Agreement. At that time, any tax refund claims must be made directly with the tax jurisdiction.

6. **Client and Guest Conduct/Contractors.** Client is responsible for the conduct of Client's guests, attendees, and permitted contractors and will promptly pay for all damages incurred by the Catering due to the Client's guests, attendees, and permitted contractors' actions or omissions. This takes effect when the Catering is setting up for the buffet. No alcoholic beverage from outside the catering company is allowed while the event is in progress unless the catering company does not provide any beverage containing alcohol or a written consent from the Catering Company. Clients that wish to use a third party contractor(s) to provide a specific service which can be provided by the Catering agree that the Catering is not responsible for any actions incurred by the Client's guests, attendees, and permitted contractors.

7. **Third Party.** As a Catering Company we have the right to work with Contractors such as Chefs, Servers and other Food & Beverage Industry associates. The Client acknowledges the Catering company is not liable for any wrong doing of a contractor however the Client is responsible for notifying the Catering company's employee of such wrong doing.

8. **Rules To Follow.** Catering will provide Food Handling instructions to the Client. This will provide the Client specific instructions to eliminate any burns, bruises and spoilage of the food being served. The Client is responsible set forth when food is no longer in Catering's care.

9. **Security.** Catering is not responsible for security or any damages to or the loss of any personal property or articles brought into the Event or for any item left unattended, or for loss damage

which occurs in Event's parking. Client will accept full responsibility for any damages resulting from any action or omission of their individual attendees in conjunction with organized group activities. The Catering is not responsible for any loss or damage no matter how caused, to any samples, displays, properties, or personal affects brought into the Event venue and/or for the loss of equipment, exhibits or other materials left in specific rooms at the venue such as a meeting room, dressing rooms, etc.

10. **Alcohol Consumption.** Client covenants to be responsible for the consumption of alcoholic beverages by Client's guests and attendees at the Event. The Catering is not responsible and will not serve alcoholic beverages for a Drop Off Catering.

11. **Payments.** Client shall remain liable for all amounts owed to the Catering and shall have no right to obtain a refund of any deposits paid to the Catering. Interest will accrue on any unpaid balance or deposit paid late at the lesser of (i) the rate of 1.5% per month (18% per annum) or (ii) the highest rate permitted under applicable law. Additionally, should the Catering, in its sole discretion, deem collection action necessary, whether prior to, during, or subsequent to litigation, the entire cost of collection, including reasonable attorney's fees, costs, and expenses shall be paid by Client..

12. **Governing Law and Place for Suit.** This Agreement will be deemed to be a contract under the laws of State in which the Service is provided and for all purposes will be governed by and construed in accordance with such laws. Client irrevocably agrees that any legal action or proceeding brought by or against the Catering with respect to this Agreement will be brought in the courts of the State of Virginia in which the Catering is located or in the U.S. District Court for that State. Client consents to the jurisdiction of such courts and that the venue for any such action will be the country in which Client is located. To the fullest extent permitted by law, each party hereby knowingly, voluntarily, and intentionally waives any right that it may have to a trial by jury in any litigation arising out of, based upon, or in any way relating to this agreement or the subject matter hereof. Client agrees to assume financial responsibility for any and all legal fees for both parties, Catering and Client expenses.

13. **Defamation:** The Parties agree that in no event, and at no time during the Term of this Agreement or at any time thereafter, shall either of them disparage, denigrate, slander, libel or otherwise defame the other or the other's businesses, services, properties or assets, or employees, personnel, agents, or representatives. The Client will pay on behalf of the Catering for any damages resulting from any claims made against Catering for libel, slander or defamation by the Client.

The undersigned has read and agrees to the terms and conditions stated above, certifies that he or she is an authorized representative of Client and has the authority to bind Client to this Agreement, and acknowledges receipt of a copy of this Agreement.

MORE OPTIONS FOR PURCHASE:

Bartenders with Bar Package for purchase

Photographer, dependent on availability

DJ Services for purchase, dependent on availability

Decorator

Linens, Rentals Tables & Chairs

DISCLAIMER: Consuming raw or undercooked meats, poultry seafood, shellfish or eggs may increase your risk of foodborne illness, especially if you have certain medical conditions.

CONTAINS: Wheat, Soy, Eggs, Gluten and Milk ingredients. May contain traces of tree nut products as food is prepared in the same kitchen where nut products are handled. All allergies need to be addressed; we will try our best to ensure we separate food for all allergy requests per individual. Signee is responsible to point out which of their guests has food allergies. All food is prepared in the same facility.

SERVICES PROVIDED; select one.

Full-Service Catering Two hours Setup prior to the event time, Servers on site during the event, up to one hour and a half hour breakdown/cleanup after event end time.

Drop Off Catering We will drop off the food & beverage one hour Setup prior to event time and instructions for food care and handling will be handed to the responsible signee.

TAXES, FEES, SERVICE CHARGE & DELIVERY:

A Sales Tax (dependent on location) will be included in the final bill due.

For Banquet Full Service Catering a 22% Service Charge will be included in the final bill.

No Service Charge for Drop Off Catering, however there will be a delivery fee of 15%

ADDITIONAL FEES & INFORMATION:

Travel Fee: No Travel Fee within 30miles and under.

Banquet Travel Fee will be added for 30+ miles at mileage rate per state. Flights, Train, Car Rental, Gas, Room & board will be covered by the Client or the signee of the Agreement. All charges are as stated on the invoice provided. Additional costs will be added for additional food & beverage menu add-ons as requested by the responsible signee. Delivery charge will apply outside of 30+ miles from zip code 22153.

****Prices are subject to change without notice.**