

## CATERING AGREEMENT

### Century Farm Catering

CATERING • EVENT PLANNING

18115 S Molter Rd | Rockford, WA 99030

509.496.7953

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### General Agreement

THIS CATERING AGREEMENT is entered this day of \_\_\_\_\_, (month/day/year) by and between: Name of Client: \_\_\_\_\_; hereinafter referred to as the “CLIENT” and Century Farm Catering; hereinafter referred to as the “CATERER”

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WHEREAS the CLIENT will have an event/function described as follows:

**Event/Function:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

**Location:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Begin Time:** \_\_\_\_\_ **End Time:** \_\_\_\_\_

**Guest Count:** \_\_\_\_\_

**Approx. Number of Adults:** \_\_\_\_\_

**Approx. Number of Children:** \_\_\_\_\_

WHEREAS the CATERER is a duly registered and licensed catering company, and WHEREAS the CATERER agrees to provide catering services for CLIENT’S above-stated event/function, NOW THEREFORE both parties bind themselves and agree as follows:

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#### 1. DEPOSIT

A non-refundable booking deposit of \$500.00 is due at the time of the booking to secure your catering date, to be deducted from the Total Final Payment, unless other prior arrangements have been made.

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## **2. FINAL PAYMENT**

Final payment will be due ten (10) to thirteen (13) business days prior to the event date, depending on the payment method. Payment terms are available upon request.

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## **3. COST**

Due to the fluctuating cost of food items, menu prices are subject to change within fourteen (14) business days of the event. When a drastic change in the menu ingredient cost occurs, CLIENT has two options: CLIENT will pay the additional cost based on the current adjusted price, or • CLIENT may substitute other menu items to maintain the agreed-upon menu.

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## **4. PAYMENT METHOD**

All prices quoted are based on cash payments. • Payment by Manager's Check or Credit Card will be subject to a service charge of four percent (4%) of the transaction amount and are due 13 business days prior to the date of the event. • Check payments are due 13 business days prior to the event date. • Cash payments are due 13 business days prior to the event date.

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## **5. SERVICE CHARGE**

A 20% service charge will be applied to all events/functions, unless otherwise specified. This service charge covers the cost of staffing, including servers, and event managers. At the CLIENT's discretion, any additional gratuity may be given directly to the event manager, whereas it will be distributed amongst the entire staff based on the length of time worked for the event.

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## **6. GUEST COUNT**

Final guest count, not subject to reduction, is due 10 business days prior to the event date. For payments made by credit card, manager's check, or personal check, final guest count is due 13 business days prior. Additional guests may be added up to three (3) days prior to the event, by noon (12 pm) on the third day. An invoice for the additional guests will be created and must be paid prior to the event.

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**7. GUEST COUNT OVERAGE CLIENT**

will only be charged for the guaranteed number of guests served. If more guests attend than the guaranteed count, CLIENT will be charged accordingly.

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**8. CHILDREN**

Children under the age of three (3) are free of charge unless CLIENT wishes to provide service/seating for them. Children four-seven (4-7) years of age will be charged at half price of the agreed-upon cost per person.

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**9. FOOD QUANTITY**

CATERER will prepare 5% to 10% overage based on the final number of guests registered by CLIENT. This overage includes food for staff and/or service providers. The CLIENT will not be charged for this.

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**10. LEFTOVERS**

In accordance with appropriate Health Codes, CATERER reserves the right to discard any leftover food items after the agreed-upon event timetable, where there is a reasonable risk for foodborne illness to occur.

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**11. NON-ALCOHOLIC BEVERAGES**

CLIENT assumes the right to provide all, or part of non-alcoholic beverages as needed. CATERER may also provide these services when previously agreed upon in writing.

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**12. ALCOHOLIC BEVERAGES**

When alcoholic beverages are served at the event, CLIENT must go through CATERER ONLY. CATERER will provide a licensed bartender(s) for the event. CLIENT may choose from three (3) options of our Bar Catering Services. See our Bar Catering Menu for details.

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**13. TIME**

CLIENT will be billed for additional staff hours for any time extension beyond the prior agreed-upon time.

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**14. CHANGE OF EVENT DATE or VENUE**

CATERER will apply the entire balance of CLIENT's deposit and prepayments (less \$500.00) toward another event, subject to CATERER's availability. All costs are subject to change.

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**15. RENTALS**

CATERER may provide all or part of the rental items for the event. However, certain items may incur restocking & cancellation fees. If CATERER arranges rentals for the CLIENT through a rental company, CLIENT must pay the rental company directly. Any loss or damage to any rentals will be billed to the CLIENT after the event.

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**16. STORAGE**

Prior approval from CATERER is required for any storage service before or after the event.

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**17. ASSIGNABILITY**

This contract is not assignable without the prior written consent from CATERER.

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**18. CANCELLATION BY CLIENT / VENUE / ACTS OF GOD**

All prepayments are returned in full (less the non-refundable booking fee of \$500.00) if the event is canceled by CLIENT, the VENUE, or by an ACT OF GOD, 180 days or more from the event date.

- If canceled between 90 and 179 days, all prepayments are returned (less the non-refundable booking fee of \$500.00) and less 50% of prepayment amounts up to, but no more than \$1,000.00.
  - If canceled within 89 days of the event date, all deposits and prepayments are forfeited in full.
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## **19. CANCELLATION BY CATERER**

CATERER reserves the right to terminate this contract for any valid reason.

- If CATERER terminates this contract more than 30 days prior to the event date, all deposits and prepayments will be returned within 10 business days.
  - If CATERER terminates this contract within 30 days of the event date, all deposits and prepayments will be returned in full, plus an additional \$250.00 as a penalty.
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## **20. DAMAGE**

CATERER assumes no responsibility for any damage or loss of merchandise, alcohol, equipment, furniture, clothing, or other valuables prior to, during, or after the event.

- CATERER will ensure that CLIENT's supplies, rentals, and equipment are cared for and maintained in good condition.
  - CLIENT assumes responsibility for any damage or loss, unless caused by willful negligence on the part of CATERER.
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## **21. CATERER LIABILITY**

CLIENT absolves CATERER from any third-party claims, except for actions caused by CATERER and/or its employees. Claims are limited to a maximum of \$200.00.

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## **22. INSURANCE**

- If alcohol is served, CLIENT must provide a \$1,000,000 Alcohol/Liquor Liability Insurance policy, naming A Touch of Country and Tina Marie Bishop as an Additional Insured.
  - CATERER maintains a \$1,000,000 food/service/alcohol/liquor liability insurance policy.
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## **23. TAXES**

CLIENT will be charged the applicable current Washington State and local sales tax for all services rendered. Sales tax applies to food, rentals, staffing, and any service charges.

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## **24. FOOD SAFETY & LICENSING**

All food is prepared in a fully licensed commercial kitchen that complies with Spokane Regional Health District regulations. CATERER is a licensed and insured food service provider, meeting all required food safety standards.

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## **25. UNLAWFUL ACTIVITIES**

The CLIENT will comply with all the laws of the United States of America and the State of Washington, as well as municipal ordinances. If unlawful activities occur (e.g., underage drinking, fireworks), and the event is canceled, there will be no refund from CATERER to CLIENT.

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## **26. AMENDMENT AND SUPPLEMENT**

Any amendment and supplement to this Agreement shall come into force only after a written agreement signed by both parties at least five (5) days before the event.

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## **27. GOVERNING LAW**

This Agreement shall be construed in accordance with the laws of the State of Washington, excluding any other jurisdictions.

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## **STAFFING REQUIREMENTS AND PRICING**

- Event Manager Includes 4 hours with your catering package. Additional time is billed at \$22 per hour.
  - Service Staff Includes 2 servers for guest counts to 100. For larger events, additional servers are available at \$18 per hour, per server.
  - Bartenders Professional bartending service is available at \$25 per hour, per bartender.
  - Additional Staff
    - Chefs (Carving Station or Onsite Cooking): \$25 per hour, per chef
    - Cleanup Crew / Bussers: Charged at \$1.00 per guest
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## **ADDITIONAL COSTS AND PRICE ADJUSTMENTS**

- Last-Minute Menu Changes: Prices may be adjusted for last-minute menu changes or special requests.

- Additional Services: Requests for extra staffing or rental equipment will incur additional charges, payable prior to the event.
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**CANCELLATION DUE TO EMERGENCY OR HEALTH CRISIS**

- Rescheduling: CLIENT may reschedule within 3 months of the original event date without losing their deposit, subject to availability.
  - COVID-19 Policy: In case of cancellations due to health crises, CLIENT may reschedule or apply prepayments toward a future event without penalties.
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**SERVICE CHARGE AND GRATUITY**

- Service Charge: A 20% service charge will be applied to all catering services.
  - Gratuity: CLIENT may provide additional gratuity, which will be directly distributed to staff.
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on  
\_\_\_\_\_Month \_\_\_\_\_Day \_\_\_\_\_Year

**Responsible Payee**

I, the undersigned, acknowledge that I am at least 18 years of age and legally authorized to enter into this binding agreement. I accept full financial responsibility for all charges and terms outlined in this agreement, including any additional costs incurred due to changes, overages, or damages as specified.

**Name (Printed):** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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\_\_\_\_\_ Catering Representative Signature

\_\_\_\_\_Month \_\_\_\_\_Day \_\_\_\_\_Year

CATERER Tina M. Bishop, Owner Century Farm Catering