

CATERING AGREEMENT

Century Farm Catering

CATERING • EVENT PLANNING

18115 S Molter Rd | Rockford, WA 99030

509.496.7953

GENERAL AGREEMENT

This Catering Agreement (“Agreement”) is entered into on _____(Month/Day/Year)

Between:

Client Name: _____

(hereinafter referred to as “CLIENT”)

and

Century Farm Catering, A Washington catering company

(hereinafter referred to as “CATERER”).

CLIENT is engaging CATERER to provide services for the following event (“Event”):

Event Type: _____

Project Name: _____

Event Location: _____

Event Date: _____

Begin Time: _____ **End Time:** _____

Estimated Guest Count: _____

Approx. Number of Adults: _____

Approx. Number of Children: _____

By signing this Agreement, CLIENT agrees to the following terms and conditions:

1. NON-REFUNDABLE BOOKING FEE

A \$500.00 Non-Refundable Booking fee is required to secure the event date. This fee will be applied toward the total event balance. No event date is reserved until both signed Agreement and Booking Fee are received.

2. FINAL PAYMENT

Final remaining balance is due no later than thirteen (13) business days prior to the event date. Failure to remit final payment by the due date may result in cancellation of services and forfeiture of payments made.

3. FOOD PRICE FLUCTUATION

Due to MARKET fluctuating in food costs, menu pricing may be adjusted within fourteen (14) business days of the event.

If significant increases occur, CLIENT may either:

- Pay the adjusted amount, or
 - Modify menu selections to remain within the original budget range.
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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 + GRATUITY

A 20% service charge will be applied to all events unless otherwise specified. This service charge is not a gratuity. It is an administrative and staffing fee covering coordination, servers, bartenders, setup, breakdown, and operational expenses for catering.

Gratuities are voluntary and not required.

If CLIENT elects to provide a gratuity, it will be distributed among staff based on hours worked. To ensure equitable distribution, gratuities should be provided directly to CATERER's designated event manager or primary contact for proper allocation.

6. GUEST COUNT

The final guaranteed guest count is due thirteen (13) business days prior to the event date and may not be reduced after submission.

Additional guests may be added up to three (3) days prior to the event, no later than 12:00pm. Added guests must be paid for in full prior to the event.

If attendance exceeds the guaranteed guest count, CLIENT will be invoiced accordingly.

7. CHILDREN

Children under three (3) years of age are free unless seating and service are requested.

Children four-seven (4-7) years of age will be charged fifty percent (50%) of the agreed per person rate.

8. FOOD QUANTITY

CATERER will prepare 5-10% overage based on the final guaranteed guest count. This overage accounts for staff and service providers and will not result in additional charges to CLIENT.

9. LEFTOVERS

In accordance with health regulations, CATERER reserves the right to discard any leftover food items at the conclusion of the event where there is risk of foodborne illness.

10. NON-ALCOHOLIC BEVERAGES

CLIENT may provide non-alcohol beverages. CLIENT may ask CATERER to provide non-alcohol beverages. This will be agreed upon and in writing during menu selection and stated on invoice.

11. ALCOHOLIC BEVERAGES

When alcoholic beverages are served at A Touch of Country, only beer and wine are permitted. No hard alcohol or distilled spirits are allowed.

CLIENT is required to use CATERER's licensed bartenders for all alcohol service at A Touch of Country. Outside bartending services are not permitted.

Alcohol may only be served and consumed during the scheduled bartending service hours. No alcohol service or consumption is permitted before bartenders begin service or after bartending service has concluded.

For off-site events, CLIENT must comply fully with the hosting venue's rules, regulations, and licensing requirements. If the venue requires licensed bartenders, CLIENT must either:

- Utilize CATERER's licensed bartending staff, or
- Obtain prior written approval from both the venue and CATERER to hire outside licensed bartenders.

Any approved outside bartending service must provide proof of proper licensing and liability insurance as required by the venue and Washington State law. All bartenders must comply with venue policies and applicable laws.

CLIENT assumes full responsibility for any alcohol-related incidents arising from alcohol not served or managed by CATERER.

CATERER reserves the right to refuse alcohol service if venue policies, legal requirements, or safety standards are not met.

12. TIME

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

13. CHANGE OF EVENT DATE or VENUE

If CLIENT requests a change of event date, or venue, payments made (excluding the Non-refundable Booking Fee) may be applied to a new date within twelve (12)

months, subject to availability, proximity, and availability and updated pricing may apply.

14. 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.

15. STORAGE

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

16. ASSIGNABILITY

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

17. CANCELLATION + RESCHEDULING

CANCELLATION BY CLIENT

The \$500.00 Non-Refundable Booking Fee is earned upon receipt and is non-refundable under all circumstances.

In the event CLIENT cancels the event for any reason, payment made towards the event (excluding the NON-Refundable Booking Fee) shall be retained or refunded as follows:

- **180 days or more prior to the event date:**
All payments made, excluding the Non-Refundable Booking Fee, will be refunded.
- **90 to 179 days prior to the event date:**
Fifty percent (50%) of all the payments made (excluding the Non-Refundable Booking Fee) shall be retained by CATERER as liquidated damages.
- **89 days or fewer prior to the event date:**
One hundred percent (100%) of all payments made shall be retained by CATERER.

CLIENT acknowledges that these amounts represent a reasonable estimate of damages incurred by CATERER due to cancellation, including but not limited to loss of business opportunities, staffing commitments, preparation time, and administrative costs, and are not intended as a penalty.

CANCELLATION BY VENUE OR FORCE MAJEURE

If the event is cancelled due to venue closure, government mandate, natural disaster, or other circumstances beyond the reasonable control of either party (“Force Majeure Event”), CATERER will apply payments made (excluding the Non-Refundable Booking Fee) toward a rescheduled event date within twelve (12) months of original event date, subject to availability.

If CLIENT elects not to reschedule, refunds shall be issued in accordance with the cancellation schedule above.

CANCELLATION BY CATERER

CATERER reserves the right to terminate this Agreement for material breach, nonpayment, unsafe conditions, or violation of venue policies.

If CATERER cancels without cause more than thirty (30) days of the event date, all payments made will be refunded, plus an additional \$250.00 as agreed liquidated damages.

18. DAMAGE

CLIENT assumes responsibility for any damage or loss of property, equipment, rentals, or facilities caused by CLIENT, guests, or vendors.

CATERER is not responsible for loss or damage to CLIENT property unless by willful misconduct or gross negligence.

19. CATERER LIABILITY

CATERER’s total liability under this Agreement shall not exceed the total amount paid by CLIENT.

20. INSURANCE + INDEMNIFICATION

CATERER maintains a \$1,000,000 General Liability insurance policy, including food, service, and liquor liability coverage, in compliance with Washington State law.

When beer and wine are served at A Touch of Country. CLIENT must obtain a \$1,000,000 Event Host Liquor Liability Insurance policy naming Century Farm Catering, A Touch of Country, and Tina Marie Bishop as Additional Insureds. Proof of insurance must be provided no later than thirteen (13) business days prior to the event date.

For off-site events, CLIENT must comply with the hosting venue's insurance requirements. CLIENT is solely responsible for securing and providing any required insurance documentation.

CLIENT agrees to indemnify, defend and hold harmless Century Farm Catering, A Touch of County, and Tina Marie Bishop from and against any claims, damages, liabilities, losses, or expenses (including reasonable attorney's fees) arising out of alcohol service or consumption at the event, except in cases of gross negligence or willful misconduct by CATERER.

Failure to provide required insurance documentation may result in cancellation of alcohol service without refund.

21. 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.

22. 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.

23. 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.

24. 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.

25. GOVERNING LAW

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

26. 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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27. 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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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: _____

_____ Catering Representative Signature

_____Month _____Day _____Year

CATERER Tina M. Bishop, Owner Century Farm Catering