



Thank you for choosing Lily Grace Catering Services, LLC for your upcoming event. Our staff and management are committed to providing all the professional services required to make your event an absolute success. As with most successful businesses, certain guidelines and procedures will help ensure your requests and our requirements are understood. Please review the following terms and conditions and contact us with any questions.

Event Catering Contract

Our promise to you: Lily Grace Catering Services, LLC (hereinafter referred to as CATERER) will provide all the services specified in client's (hereinafter referred to as CLIENT) proposal for their event, guests and work with CLIENT if any adjustments need to be made.

Payment Terms: Retainer of 33% of the proposal cost of the EVENT is due with signed confirmation with a second retainer of 33% due 60 days prior to the event. Final Payment will be due and demandable ten (10) days prior to the event date. If payment of balance due is not made, food will not be ordered, and this contract will be closed at the determination of CATERER. If CATERER determines the contract can still be fulfilled after this date and CLIENT wishes to continue the contract, there will be a 10% fee added to the balance due and an additional 3% fee for each day that the balance is late. Any extraordinary costs incurred due to the late payment will be passed on to CLIENT.

Cost: Due to the fluctuating cost of food items, menu prices are subject to change within fourteen (14) 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 substitute other menu items to maintain the agreed upon per person/platter menu.

COVID-19: Due to uncertainties pertaining to the pandemic, this event may be rescheduled to a date up to 6 months from the original date with no penalties. If new date selected is more than 6 months from the original date a 10% of estimated charges fee will apply as a change date fee & will not apply to any deposits or balances of event. 50% of the original deposit will be non refundable if event is cancelled due to the pandemic. If the date is changed, the original deposit will be applied to the event balance. CATERER will take extra precautions to keep guests safe by wearing face coverings and gloves and will ensure proper sanitation

Release of Liability and Indemnity: The undersigned hereby RELEASES, ACQUITS AND FOREVER DISCHARGES and WAIVES any and all claims against CATERER that arise from or relate to their

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participation in the activities at your chosen venue and agree not to sue the CATERER for such claims. Without limiting the foregoing the undersigned agree that the CATERER shall not be liable to them, their family, or their guests, for personal injury, property damage, illness or any other claims arising from or related to the undersigned hiring CATERER.

Guest Count: Client agrees to inform CATERER, by phone or email, 15 days in advance of event, as to the final number of guests. All changes related to the services listed in the Event Order must be made no later than this date. Client will be charged for the number of guests and services on the Event Order if no alternate final number is received. After confirmation of your final guarantee, the number of guests may not be lowered. At the time of the initial deposit, adjustments can still be made to the invoice. Large additions and subtractions are accepted up until the balance is paid in full. There is a guaranteed minimum payment of 80% of the original proposal.

Children: Children under the age of five (5) are free of charge, unless CLIENT wishes to provide service/seating for them. Children six-twelve (6-12) years of age will be charged at half price on the agreed upon cost per person.

Food Quantity: CATERER will order between five to ten percent (5%-10%) overage based on the final number of guest count registered by CLIENT. Part of this overage is to include food for the staff and/or service providers. CLIENT will not be charged for this. It is recommended that final guest count includes vendors, such as Planner, Photographer, DJ, Venue Manager.

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 food borne illness to occur. If available, CATERER will package leftovers and leave in refrigerator at venue and CLIENT can take and assume all risk.

Beverages: CLIENT is required to provide all of the bar/beverage supplies as needed. CATERER may also provide beverage service or Bar Support as previously agreed upon in writing. Client agrees to take all responsibility for the action of guests who are consuming alcoholic beverages during and after the event. Insurance may be required, please consult your event facility. CATERER will exercise the right to refuse alcohol to any guest who is intoxicated or individuals not of legal drinking age. All of our bartenders have completed the TABC certification process to protect the safety of you and your guests. Any and all alcohol must be served by a TABC certified bartender or server ... ALL alcoholic beverages must be surrendered to the bar - there will be NO self service of any alcohol in any part of the venue when the TABC servers are present. Some venues mandate that NO BYOB is allowed and/or no alcohol other than the original amount provided by contracting party will be allowed. In the event of a guest bringing a personal alcoholic item, CATERER will confiscate it and NOT give back a partially full (open container) back to the guest. Our bartenders will NOT serve shots to guests, nor announce a "last call for alcohol" at the end of the night. The bar will close 30 minutes prior to the end of the event.

Time Schedule: Client agrees to begin the event within a reasonable amount of time from the scheduled service time on the Event Order. The client further agrees to pay overtime charges or other expenses incurred if the event continues past the indicated event end time. CATERER does not impose a time limit on your event, however, service and end time will be determined by the flow of events.

Rentals: CATERER may provide all or part the rental items for the event. However, certain items may incur restocking & cancellation fees. All rental items must be returned in the same condition to CATERER within 48 hours of EVENT. Any rental items returned later than 48 hours will incur an additional fee for the agreed upon rental cost of the items as stated in the original proposal. If CATERER arranges rentals, for the CLIENT, through a rental company, CLIENT will have to pay the rental

company directly. If the rental items are unreturned within 7 days or broken, the credit card of CLIENT will be charged for the full replacement cost.

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

Cancellation by Client: A cancellation of contract will only be accepted in writing. All prepayments and deposits are returned in full (less 10% of the total) if the event is cancelled by CLIENT, one hundred eighty (180) days or more, from the event date. If the event is canceled, between ninety (90) days and one hundred seventy nine (179) days from the event date, all prepayments and deposits are returned to CLIENT in full (less fifty percent (50%) of the service deposit amount) If the event is canceled, within eighty nine (89) days of the event date, all deposits and prepayments are forfeited in full. If CATERER is able to re-book the date with a similar event, all prepayments and deposits are returned in full (less a 10% service fee).

Change of Event Date or Venue: In lieu of cancellation, the date may be changed to a future date within 6 months of original date at no charge. If a date beyond 6 months is chosen a change fee of 10% of estimated charges will be incurred. CATERER will apply the entire balance of CLIENT's deposits and prepayments, not including change fee, towards another event, subject to CATERER's availability. All costs are subject to change.

Cancellation by CATERER: CATERER reserves the right to cancel this contract if at any time CATERER feels that the obligations cannot be met. If CATERER terminates this contract before thirty (30) day period prior to the event date, all deposits and prepayments will be returned in full within ten (10) days. If CATERER terminates this contract within the thirty (30) day period prior to the event date, all deposits and prepayments will be returned in full within ten (10) days as well as an additional 10% total cost as penalty.

Force Majuere: In no event shall CATERER be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, *governmental actions*, nuclear or natural catastrophes or acts of God, *viruses*, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that CATERER shall use reasonable efforts which are consistent with accepted practices in the catering industry to resume performance as soon as practicable under the circumstances. CATERER assumes no responsibility in the event the facility is unwilling or unable to have the event take place on the event site

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 do everything possible to ensure that all of CLIENT's supplies, rentals and equipment are cared for and maintained in good working order and without damage. When providing the location for the event/function, the CLIENT, understands that accidents/breakage and/or damage may sometimes occur. CATERER will not be liable for any damage or loss, unless specifically caused by the willful negligent actions or conduct of CATERER or its employees.

CATERER Liability: CLIENT absolves CATERER from any third party claims, except for actions caused by CATERER and/or negligence of its employees. Such claims to amount to a maximum amount of USD two hundred (\$200.00) only. Insurance: CATERER maintains General Liability Insurance (\$2,000,000) and Alcohol/Liquor Liability Insurance (\$1,000,000). A certificate of insurance can be provided to venue as needed.

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Taxes: CLIENT will be charged the applicable current rate for all services rendered as determined by the concerned government body.

Unlawful Activities: The CLIENT will comply with all the laws of the United States of America and the State of Texas, all municipal ordinances and all lawful orders of police and fire departments, and will not do anything on the event/function premises in violation of any laws, ordinances, rules or orders. If unlawful activities should occur on the premises, and the event is cancelled, there will be no refund of any kind from CATERER to CLIENT.

Amendment and Supplement: Any amendment and supplement to this Agreement shall come into force only after a written agreement is signed by both parties five (5) days before the event/function date. The amendment and supplement duly executed by both parties shall be part of this Agreement and shall have the same legal effect as this Agreement.

Governing Law: Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules [including the Optional Rules for Emergency Measures of Protection]. The arbitration hearing shall take place in Austin, Texas before a single arbitrator. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

I/we agree to the above terms and acknowledge receipt of a copy of this document.

Name (Bride/Event Planner or Host)

Date

Name (Groom/Event Planner or Host)

Date