

Woodshed Pizza LLC

Point Pleasant, New Jersey 08742

Date

Catering Contract

THIS CATERING CONTRACT (“Contract”) is made and entered into on Date, by and between Customer Name (hereinafter referred to as “Client”), AND Woodshed Pizza LLC, 99 Altier Ave., Brick, New Jersey, 08723 (hereinafter referred to as “Caterer”).

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows.

1. Term

Client and Caterer agree that this Contract between the parties is for catering services that shall commence on Beginning Date & Time – Ending Date & Time. Said contract may be extended and/or renewed by contract of all parties in writing thereafter.

2. Services Provided

- a. Client hereby agrees to engage the Caterer to provide Client with the following services:
-Cooking and serving the agreed to menu items for the event

3. Event Details

- a. The event shall take place on Date of Event
- b. The event will be located at Location of Event
- c. The prices quoted in the Contact and the amount of food prepared and any other necessary preparations are made based on an estimate of ___ people in attendance at the event. It is the anticipation of both parties that all food items prepared shall be adequate to satisfy ___ people.
- d. Woodshed Pizza will also be responsible for providing all condiments and paper products necessary for service of the menu items.

4. Menu to be Served

Caterer reserves the right to make small changes to the menu only if key ingredients are unable to be sourced due to reasons beyond the control both parties.

5. Consideration and Payment Terms

In exchange for the specified service, the client shall pay the Caterer ___ \$ ___ per person in attendance at the event by Check, Cash or Credit Card. Client agrees to pay Caterer 20% upon signing of this contract and the balance upon completion of all service at the Event. The Client shall not withhold any amount toward tax from the payment due to the Caterer.

6. Additional Services

Client agrees to pay for any and all additional services requested by the client not included in the Contract.

Any additional services requested shall be made by the client in writing.

7. Independent Contractor

It is agreed that Caterer shall perform the specified work as an independent contractor. The Caterer shall maintain his or her own independent business and shall use his or her own tools and equipment.

8. Force Majeure

If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire explosion, vandalism, storm or other similar occurrence, order or act of military or civil authority, or by national emergencies, insurrections, riot, or wars, or strikes, lock-outs, work stoppages or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed or caused by such party, or its employees, officer, agent or affiliates.

9. Cancellation

In the event of cancellation of the function by the Client, Caterer is entitled to liquidated damages equivalent to 20% of the total estimate charges for the cancelled function, if the cancellation occurs within 30 days of the scheduled event date.

10. Insurance and Indemnification

Caterer shall procure and maintain in full force and effect during the term of this Contract a general liability insurance policy. Client agrees to indemnify and hold harmless Caterer for any damage, theft or loss of Caterer's property (including without limitation, equipment, plates, utensils and motor vehicles) occurring at the event that is caused by guest attending the event.

11. Rules and Regulations

Caterer shall work in compliance with all _____ County health department rules and regulations with regard to hygienic preparation and service of food.

12. Assignment

This contract shall not be assignable by either party without the prior written consent of the other party. Subject to the foregoing limitation, this Contract shall inure to the benefit of and be binding on the successors and assigns of the respective parties.

13. Entire Contract

This Contract constitutes the entire contract of the parties with respect to the subject matter, and supersedes any and all other agreements, understanding, statement, or representations, whether oral or in writing.

14. Applicable Law

The Contract shall be construed under and in accordance with the laws of New Jersey. Any and all disputes arising under or related to this Agreement shall take place and have venue in the courts in Ocean County, New Jersey

15. Attorney Fees

If either party institutes suit or other action against the other to enforce this contract or seek damages with respect to default of obligation hereunder, party ruled in favor shall be entitled to recover all costs and reasonable attorney's fees.

16. Signatories

This Contract shall be signed by Client Name and on behalf of Woodshed Pizza LLC by Ken Nevard, Owner and shall be effective as of the date first written above.

Executed and delivered by its duly authorized representative as of the date first written above

By: _____ Date: _____

Client Name

By: _____ Date: _____

Woodshed Pizza LLC

