



Catering Agreement Between Sincere Catering ("Caterer") and Client

This Catering Agreement ("Agreement") is entered into between Sincere Catering ("Caterer") and the undersigned client ("Client"). By signing, initialing, or confirming acceptance through payment, both parties agree to the following terms and conditions:

General Terms and Client Responsibilities

A. Accuracy and Assumptions

1. Caterer shall only provide services explicitly detailed in writing within this Agreement .
2. Client must carefully review all line items to ensure accuracy and completeness.
3. Items or services not explicitly stated in this Agreement will not be provided.
4. Client must request clarification of any unclear terms or services prior to the event date.

B. Caterer's Discretion: Services noted but lacking explicit details shall be executed at Caterer's professional discretion however we will make all reasonable attempts to obtain the necessary information.

C. Payment and Cancellation Terms

1. **Payment Methods:** Credit or Debit Card via invoice or Zelle: catering@thesincerechef.com. We do not accept cash, money orders, or personal/cashiers checks. Business checks are required to be received 10 days prior to your event.
2. **Non Refundable Booking Fee (Liquidated Assets):**
 - a. **A 30% Booking Fee of the total invoice** is required to secure your event on our calendar.
 - b. Full payment is required if your event is within seven (7) days of booking.
 - c. The Booking Fee will be automatically deducted from the credit/debit card you enter on your account once you accept the quote/proposal.
 - d. The Booking Fee shall be credited toward the total balance.
 - e. Corporations that have a vendor agreement with Caterer are required to:
 - i. Provide a purchase order to secure a booking
 - ii. Request a 30% Deposit If the total invoice is over \$5000.00 to secure a booking
 - iii. A Late Payment Penalty of \$500.00 will be assessed if payment is not received within 30 days after the event.
3. **Final Balance:** The total remaining balance, including applicable taxes and fees, must be paid no later than 7 days prior to the event and will automatically be deducted from the card stored on your account unless otherwise agreed in writing by both parties. If paying via Zelle, you are required to make payment by 5pm 7 days before your event date. Failure to submit final payment by the established deadline will result in cancellation of your event with no refund.
4. **Non-Refundable Payments and Credits Clause**
 - a. All payments toward this Agreement, including deposits, early payments, and final balances, are strictly non-refundable.
 - b. If you wish to make a payment prior to the final balance date please email us the request as manual payments cannot be processed by the client.
 - c. No refunds shall be given due to client requested reductions in guest count, changes to the menu, removal or minimization of services, food, beverages, or equipment after the final balance has been paid.

- d. Payments made will be applied exclusively as credits toward the contracted event. Credits are non-transferable, non-refundable, and expire after the scheduled event date unless agreed upon in writing.
 - e.
- 5. **Force Majeure and Rescheduling:** If the event cannot occur due to an act of God, natural disaster, extreme weather, pandemic, or similar uncontrollable circumstances, the Booking Fee may be applied as a credit toward a rescheduled event.
- 6. **Adjustments to the Invoice**
 - a. Changes to guest count, menu, equipment selection, or service times must be finalized 8 days before the event date.
 - b. All changes are required to be submitted in writing via email: catering@thesincerechef.com
 - c. Guest count reductions are not permitted after final payment.
 - d. Guest counts below 50 guests will incur a \$5.00 per person increase.
 - e. If paying via check your final guest count is due 14 days prior to your event.
- 7. **Cancellation Policy**
 - a. Client is required to provide a seven (7) day cancellation notice to credit the Booking Fee and any prepayments towards a rescheduled date.
 - b. Client may reschedule one (1) time only.
 - c. Credits expire one year from the original event date.
 - d. The rescheduled date will be approved based upon Caterer's availability
 - e. Client must maintain at least 50% of the original contracted invoice to apply credits and reschedule.

D. Refund Policy

- 1. **Sincere Service: Caterer** is committed to high quality service and will make reasonable accommodations for complaints that can be established as clear fault on our behalf.
 - a. Refunds or Credits shall equal the full or partial value of the item based upon the complaint at the discretion of the Caterer.
 - b. Refund requests must be submitted in writing within 3 days after the event.
 - c. Approved refunds will be processed within 10 business days via the original payment method.
- 2. **Non-Performance by Caterer:** If the Caterer is unable to fulfill obligations outlined in this Agreement (not due to client fault or force majeure), all payments including the Booking Fee shall be refunded in full.

E. Additional Services

- 1. **Charges for Additional Services:**
 - a. Requested additional services (decorations, equipment rentals, waste removal, etc.) must be documented within this Agreement wherever possible.
 - b. Verbal requests made on the event date are required to be paid for at the time of the request.

G. Duties of the Caterer

- 1. **Licensing and Compliance:** Caterer is licensed in Indiana and shall comply with all applicable health regulations.
- 2. **Liability Insurance:** Caterer maintains general liability insurance coverage for all events.
- 3. **Service Provisions:** Caterer shall provide all applicable service options listed on client invoice, food preparation, set up & breakdown, and bussing of chinaware. Bussing of chinaware not provided by the Caterer is available at an additional fee of \$350.00.
- 4. **Set Up Time:** Caterer will arrive at or between the contracted set up time and start time of the event. Late arrivals or set ups (after the event start time) will result in a 10% refund of the total invoice within 10 business days.
- 5. **Catering Service Time** shall not exceed more than 1.5 hours. Additional time can be purchased for \$100.00 per hour. Client will incur an Overtime Service Fee of \$100.00 per hour for additional service time or delayed service times.

H. Duties of the Client

1. **Facility and Access:** Client is responsible for providing a suitable venue with adequate access for setup and preparation.
2. **Liability:** Client assumes liability for damages to rented equipment while on the event premises, except for damages directly caused by the Caterer.
3. **Financial Responsibility:** Client agrees to fulfill all payment obligations in full. Credit card chargebacks or reversals are strictly prohibited. Any unauthorized reversals will result in the Client owing double the reversed amount plus any fees incurred by the Caterer.
4. **Delivery Only & Pick Up Orders:** Client is responsible for maintaining safe and proper temperature and handling of food prior to and throughout the duration of the event for food delivery and pick up orders. Caterer will assume no responsibility for food temperature, quality, illness, or injury due to improper management of temperature after delivery. A Disposable Set up (Serving Racks, Burners, Steam Pans, and Serving Utensils) is not included in these two service options but can be purchased for \$200.00.
5. **Outside Food** that is not prepared by Caterer is not permitted to be served from the catering table or near the catering table for full service events. Allowing outside food is a liability issue in the event a foodborne illness incident occurs. Caterer Catering has the right to refuse service with no refund for noncompliance. Desserts and treat tables are excluded from this policy.

I. Leftovers Policy

1. **Leftover food will be handled in one of the following manners based on the clients request:**
 - a. Discarded
 - b. Delivered to a local shelter or homeless camp
 - c. Packaged in disposable containers and left in a designated area.
2. Caterer will assume no responsibility for food temperature, quality, illness, or injury due to improper management of temperature after service has ended.

J. Stairs Upcharge: A \$250.00 Stair Fee will be assessed for any delivery or event that involves stairs. The client is required to notify/inform Caterer of any stairs that could impact delivery or service.

K. Common Courtesy & Respect: Caterer reserves the right to terminate a service contract or event for inappropriate, unprofessional, and/or disrespectful Client communication. This clause also includes rude, insolent or distasteful behavior by guests. Caterer will make an attempt to notify the Client of guest behavior for resolution prior to terminating service.

L. Arbitration and Dispute Resolution

1. **Dispute Process:** Both parties agree to first make a good faith effort to resolve disputes directly. Unresolved disputes will be settled by binding arbitration or mediation, as agreed upon by both parties.

M. Binding Agreement

1. **This Agreement is binding upon the heirs, successors, assigns, and representatives of both parties.**
2. **Acceptance of your quote/proposal and receipt of your Booking Fee acknowledges the Client's understanding of the terms and conditions of this contract.**

Acknowledgment and Acceptance

Client:

Name (Print): _____

Signature: _____

Date: _____

Caterer:

Name (Print): _____

Signature: _____

Date: _____