

Please contact:

Nina's Lake Cushman Café
Lake Cushman Holdings LLC

Nina's Lake Cushman Cafe
Catering Services Contract

Date _____



1. Contact Information for the event:

Client's Name _____

Address _____

City _____ State _____ Zipcode _____

Person to Contact _____

Alternate Person to Contact _____

Contact Phone Number _____ Alternate Phone _____

Email Address _____

Event Date _____ Event Description _____

Number of Guests (Initial Estimate) _____

Number of Guests (Please see Part 3 Final Estimate) _____

Number of Children _____ Children's Menu requested? _____

Actual Time of Catering Delivery:

Date: _____ Time: _____ Removal: _____

Nina's shall receive a copy of the planning timeline within ten business days before the event.

Planning Timeline Received: _____

Event Information:

Venue Name and Address _____

Event Location Contact _____ Phone _____

Set Up Time _____ Floor Plan Received _____

Nina’s Catering Coordinator Contact Information:

Name _____

Phone _____ Email _____

Cake/Desserts provided by: _____

Cake/Dessert service provided by: _____

Referral/Source _____

Please initial at each line as indicated thus: _____

The name of the catering service is: Lake Cushman Holdings LLC dba Nina’s Lake Cushman Café.

_____ For the purposes of this contract the Contract Name stated above is referred to as “the Client” and the Catering Service as “Nina’s”.

Modification:

_____ This contract contains the whole agreement of the parties and none of the provisions, terms or conditions of this agreement shall be in any manner modified, waived or abandoned, except in written form signed by both parties.

Due Date and Non-transferability of the contract:

_____ This Agreement and attached Addendums that form a part of this contract, set forth the terms and conditions of an agreement for catering services between the Client and Nina’s Lake Cushman Café/Lake Cushman Holdings LLC. The contract will be in effect from the date that it is signed by both parties and will expire once both party’s contractual obligations have been fulfilled.

_____ This contract is not assignable without the written consent of Nina's Lake Cushman Café/ Lake Cushman Holdings LLC. The Client shall not transfer or assign this agreement, or the privileges created herein. Any such assignment shall render this contract null and void and shall be cause for cancelation of this agreement with Nina's Lake Cushman Café/Lake Cushman Holdings LLC.

2.Menu Outline and Fee Schedule:

(Provide attachments to this document as necessary.)

_____ **2.1 Menu Selection:** Nina's shall provide the Client with a list of menu items to choose from including bar and beverage services appropriate for the per plate/per person price agreed on and listed in the fee schedule attached here.

_____ **2.2 Final Menu Selection:** The Client shall submit their final menu selection in writing to Nina's including bar and beverage services at least 15 business days prior to the event. The finalized menu shall be attached to this document and signatures of the Client and the Chef in agreement shall be affixed in the spaces provided in this contract below.

Date of final menu selection shall be: _____

_____ **2.3 Changes to the menu selections:** The Client shall give written notice of any changes to the menu no later than 10 business days (two weeks) prior to the date of the event and only with Nina's written consent under the signature of the Chef. The Client may not change the Menu after that date unless Nina's consents in writing under the signature of the Chef.

_____ **2.4 Changes to Menu Prices:** Nina's may change the costs of any menu item up to ten business days (two weeks) before the event date. Nina's will notify the Client of any changes in cost within ten business days of the event date.

_____ **2.5 Changes in ingredients:** If the Client requests changes to the ingredients in a menu item the Client shall either:

a. pay an updated cost for the menu item with the changed ingredient based on current market prices and availability as determined by Nina's. OR

b. select a substitute menu item in order to maintain the agreed-upon per person/per plate menu price agreed on and listed in the fee schedule of the Menu Outline attachment.

Menu Finalized:

Signature - Chef: _____ **Date:** _____

Signature - Client: _____ **Date:** _____

3.Attendance:

Final Estimated Attendance:

_____ **3.1 Notice ten business days in advance.** The Client shall give written notice of the final attendance of the event 10 business days (two weeks) prior to the date of the event. The Client may not change the Final Estimated Attendance after that date unless Nina’s consents in writing.

_____ **3.2 Service obligation** will be limited to the Final Estimate Attendance. Nina’s will only be required to provide catered food items to account for the Final Estimated Attendance or guests at the event.

_____ **3.3** The Final Estimated Attendance shall include any and all meals intended for event or catering staff or any service staff that the client wishes to include at their discretion.

_____ **3.4 Changes before the Final Estimated Attendance:** The Client may change the Initial Estimated Attendance of the event by written notice at any time before notifying Nina’s of the Final Estimated Attendance.

- a. **Failure to Notify:** If the client fails to notify Nina’s of the Final Estimated Attendance Nina’s will consider the Initial Estimated Attendance when preparing to provide the catered food items.

- b. **Discretion over Additional Services:** Nina’s will have discretion to provide the client with additional requested catered food items.

- c. **Cost of Additional Services:** If on the Client's request, Nina's provides additional catered food items, the Client shall compensate Nina's for those additional items according to the fee schedule listed and attached to this agreement.

_____ **3.5 Guaranteed Catering Minimum.** No matter what the actual attendance at the event, the compensation that the Client is required to pay will never be less than it would be if the Final Estimated Attendance had actually attended the event according to the fee schedule listed in the attachment to this contract.

_____ **3.6 Compensation:** The Client shall compensate Nina's according to Section 8- Payment of Compensation.

4. Leftovers

_____ **4.1 Availability of Leftovers:** Subject to state and local law, Nina's, the Client or guests of the event as designated by the Client, may package up any leftovers that the Client is not able to reuse for guests to take after the event.

_____ **4.2 Containers for Leftovers:** If allowed by state and local law and designated by the client, Nina's shall provide at cost the appropriate containers for guests to take the leftovers.

_____ **4.3 Food not claimed:** Nina's shall dispose of or take back to its kitchen all food not taken as leftovers. The Client will have no right to any food returned to Nina's kitchen.

5. Compliance with Health Codes.

_____ **5.1 According to applicable health codes,** Nina's may discard any food items where it believes there is a reasonable risk of food-borne illness.

_____ **5.2 Food-Handler's Certification/Bar Tenders License.** All representatives or service staff connected with Nina's handling food, beverages or dishware shall hold a current Food-Handler's Certification or Bar Tenders License where appropriate according to the laws and health codes issued by the State of Washington.

6. Dishware, Utensils and Equipment.

_____ **6.1 Transport containers:** Nina's shall provide dishware, equipment and utensils required for the **delivery** of the catered food items **only**.

_____ **6.2 Responsibility for equipment arrangements:** The Client is responsible for arranging all dishware, glassware and serving ware and any other equipment necessary for the event.

_____ **6.3 Equipment:** Nina's shall maintain the sole control and ownership of all equipment, instruments and materials it uses in connection with providing catered food items.

7. Nina's Service Staff

_____ **7.1 Number of Staff:** Nina's shall provide the appropriate number of skilled service staff necessary and desirable for the gracious and efficient management of the catering portion of the event according to the Final Estimated Attendance.

_____ **7.2 Dress of Staff:** Nina's shall use reasonable efforts to ensure that our staff is dressed appropriately as agreed by the parties in the attached agreement for the duration of the event.

_____ **7.3 Option to Increase Service Staff:** Nina's may increase or decrease the number of service staff if the actual attendance at the event is 10% higher or lower than the Final Estimated Attendance.

_____ **7.4 Changes in Cost:** Nina's shall adjust the compensation to account for any changes in the number of staff, making these adjustments at Nina's staffing rates listed in the fee schedule listed in the Menu Outline and Fee Schedule attachment.

8. Payment Terms and Cancellation Fees:

_____ **8.1 Payment:** The signed catering contract plus 50% of the entire catering fee is to be remitted at the time that both parties sign this contract. Remaining payment of the total fee is due 14 days before the date of the event, unless other arrangements have been made in writing and signed by both parties. Any agreement relating to the timing of the payment of the remaining balance of the total fee will be made at the discretion of Nina's only.

_____ **8.2 Sales tax** of 8.5% to 10.0% will be added in accordance to the venue location and the current tax code.

_____ **8.3 Final payment** must be received at least 14 days prior to the event.

_____ **8.4** An additional fee of 5% will be added to the total bid if the final balance due is not paid within 14 days prior to the event. If the balance is not paid and no other arrangements have been made, Nina's will consider the event forfeit and any money collected previously will be non-refundable.

_____ **8.5** All prices quoted are based on a cash or check purchase. All clients wanting to pay via credit card will be assessed an additional non-cash payment service charge of 3% of the amount of the transaction.

9. Cancellation:

_____ **9.1** Should the Client cancel the event, Nina's will retain 50% of the deposit.

_____ **9.2** In the event of any default or nonperformance or breach of the provisions of this agreement by Nina's, the liability of Nina's will be limited to the return of payments made for services, not including 50% of the deposit or any deposits or any materials ordered for the Client's event.

_____ **9.3** For cancellation 14 days prior to the event, a full refund will be given to the Client minus the deposit or any deposits or the cost of any materials ordered for the Client's event.

_____ **9.4** As a result of a cancellation of the event on the day of the event due to an act of nature, all catered food items will be transferred to the possession of the Client and delivered to a location of their choice. No refunds will be considered.

10. Indemnification:

_____ To the extent provided by law, the Client will indemnify and hold Nina's and its contractors and employees free and harmless from any losses, claims, injury to or death of any person including the Client or from any damage to property arising from the Client using and occupying the venue or facility or from the acts or omissions of any person or persons, including the Client in or about the venue or facility with the Client's expressed or implied consent except by Nina's act or negligence.

11. Liability:

_____ **11.1** The Client agrees that they will not hold Nina's or anyone employed or representing Nina's liable for any loss or damage sustained by action of the Client, third parties, fire, water, theft, elements or injury to the Client, their family, their guests, employees, contracted businesses, contractors or any other person entering the premises.

_____ **11.2 Insurance:** Nina's has only limited liability insurance to cover all third-party claims for actions caused by any negligent conduct of its employees.

_____ **11.3 Conduct of Guests:** Nina's assumes no responsibility for the conduct of guests, members or third-party vendors hired to provide services.

12. Rentals and Damage to Personal or Rental Items:

_____ **12.1 Nina's assumes** no responsibility for any damages or loss of any merchandise, alcohol, equipment, furniture, clothing or any other valuable prior to, during or after the event. Our staff will do everything possible to ensure that all supplies, rentals and equipment are cared for and maintained in good working order and without any damage.

_____ **12.2 The Client understands** that by using and providing items that are owned or are provided by the Client or by hosting an event in their home or office that accidents, breakage and damages may occur. The Client will not bill, charge or sue Nina's for any loss or damage.

_____ **12.3 All personal items** and decorations or any other décor or service ware delivered by the Client or anyone associated with the Client must be returned by the Client or associate unless otherwise arranged by written agreement signed by both parties. Exceptions may be made by arrangement that will include pick-up and delivery fees. Written agreement must be made at least two weeks prior to the event and addended to this contract.

13. Loss or Damage to Facility or Equipment:

_____ **13.1 Damage to any facility,** equipment or rented items will be paid for in full by the Client. The Client is responsible for damages to the facility, equipment, rental items or furniture caused by the Client or anyone associated with the Client. The Client is responsible for all fees and expenses acquired due to any damages mentioned above. This includes all attorney's fees, collection fees, administration fees or any other costs.

_____ **13.2 Alcohol and illegal drug use:** Nina's will not be held responsible in any manner for any damage to the venue, facilities, equipment, rental items, furniture or for any damage, injury or health risks resulting to the Client or any one associated with the Client or any Nina's lake Cushman Cafe staff member occurring as the result of the use of alcohol, cannabis or any drug or illegal substance. The Client is responsible for any fees or charges incurred due to any damage or injury and a fee of \$500.00 will be paid to Nina's lake Cushman Cafe. The Client is responsible for all fees and charges due to the engagement of professional clean-up personnel.

14. Security:

_____ **14.1 Responsibility for Order and Security:** It is the sole responsibility of the Client to maintain an orderly event and to provide security commensurate with the nature and size of the event and number of guests

_____ **14.2 Responsibility for Guests:** The Client is responsible for the actions of all guests including children and must always be personally present during the event time period as outlined in this contract.

_____ **14.3 Refusal of Bar Service:** The right to refuse bar service to any or all of the guests at the event will be at the discretion of the licensed bar tenders.

_____ **14.4 Unlawful Activities:** The Client will comply with all of the laws of the United States of America and the State of Washington, all municipal ordinances and all lawful orders of the police and fire departments and will do nothing during the event in violation of any laws, ordinances, rules or orders. If unlawful activity is occurring on the premises and the event is cancelled, no refund of any kind will be made by Nina's to the Client.

15. Insurance:

_____ Nina's maintains limited liability and automobile insurance.

16. Venue Timeline, Set Up and Clean Up:

_____ **16.1 Event Timeline:** Nina's and the Client will be given a timeline indicating the time of occupation of the facility or venue by the Client, guests and Nina's staff. The timeline indicates when set-up may begin and when breakdown and clean-up must be completed. If the Client or guests have not vacated the venue or are causing delays in the usual breakdown and removal of equipment and décor, the Client will be held responsible for any extra charges or late fees incurred.

_____ **16.2 Room set-up:** The Client is responsible for all room set up and clean up unless otherwise noted and arranged for in the contract. Nina's is not responsible for setting up or cleaning at any venue/facility.

17. Copyright:

_____ Performances of copyrighted works at public performances at the venue/facility must be licensed by all appropriate rights organizations.

18. Dispute Resolution or Arbitration:

_____ In the event any dispute, Washington Superior Courts arise relating to the provisions of this agreement or anything relating to it, the parties shall seek to meet in a spirit of cooperation and good faith, bargaining to resolve all the disputes as soon as possible. In the event settlement of any disputes is not accomplished and if legal action becomes necessary, the parties agree that the venue and jurisdiction of any such legal action shall reside in Pierce County, Washington with the Pierce County Superior Court. In the event of legal action, the parties further agree to submit any disputes hereunder or relating to this agreement into arbitration pursuant to RCW Chapter 7.04, except as modifies in this section and to provide the selected arbitrator with all jurisdiction (legal and equitable) to fully and completely settle all said disputes. When the need for arbitration arises the party demanding arbitration, pursuant to RCW 7.04.060 shall serve upon the other party, according to the notice provisions hereof, written notice of its intent to arbitrate. Such notice shall state in substance that within twenty (20) days, after its service, the party served therewith shall serve a notice of motion to stay the arbitration, the party receiving the notice shall thereafter be barred from putting in issue the existence or validity of this section of this Agreement to arbitrate or the failure to comply herewith. Application to arbitrate, pursuant to RCW 7.04.030, shall be made by motion of the court. When the matter is placed into arbitration on the motion of either party, the court action shall be stayed. The arbitration shall proceed pursuant to the rules established in RCW Chapter 7.06 entitled "Mandatory Arbitration of Civil Actions", except as expressly modified in this section. One arbitrator shall be selected from the courts mandatory arbitration panel in the same manner as established in RCW 7.06 and the local rules, dealing with mandatory arbitration. The taking of depositions, the issuance of interrogatories, Requests for Productions, and Requests for Admissions shall be specifically authorized as provided by law as if this said case were proceeding as a civil case in Superior Court. The arbitrator shall issue his/her decision in the same manner prescribed in RCE Chapter 7.06 within twenty (20) days from the close of the arbitration hearing. A party may appeal the decision of the arbitrator pursuant to RWC 7.06.050 within twenty (20) days after the filing of the arbitration award. The aggrieved party must, in order to perfect its appeal rights file with the Superior Court Clerk a written notice of the appeal and request for a trial de novo in Superior Court on all issues of law and fact. If the aggrieved party filing the appeal does not improve its position in Superior Court as provided in RWC 7.06.060 and the local court rules, that the party shall have assessed against it the other party's reasonable attorney fees and costs incurred from the date the notice was filed.

19. Legal Fees:

_____ In the event of any legal action by the parties arising from this agreement, the losing party shall pay the prevailing party reasonable attorney's fees and actual costs in addition to all other relief.

Credit Cards:

Nina's require a credit card on file for any additional charges that are accrued on the day of the event.

Name on the card:

Billing address:

Type of card: _____ Card number:

Three - digit CVV: _____ Expiration date:

I hereby give Nina' my permission to charge this credit card for any additional charges that I may incur.

Client's signature _____

Menu Outline and Fee Schedule

Total Bid Amount

Deposit Amount

Balance Due

Final Payment

Date

Date

Date

Nina's Lake Cushman Café Authorized Signature

Client's Signature

Date _____
