

Silver Spoon Events and Catering Contract

This Catering Contract is entered into between Spaghetti Monster LLC DBA Silver Spoon Catering (“Caterer”)

The (“Client”) and (“Parties”) sets forth the agreement between the Parties relating to catering services to be provided by the Caterer for Client for the event identified on booking invoice.

1. EVENT DETAILS

Client is hiring Caterer to provide food and beverages, and related services, for the agreed to event as noted on the invoice.

2. MENU TO BE SERVED

The Parties have agreed to a menu to this Catering Agreement as established and written in the client(s)’ booking invoice. Caterer reserves the right to make small changes to the menu if key ingredients are unable to be sourced due to reasons beyond the control of the Caterer.

2.1 SERVICE LENGTH

Due to food safety concerns and to ensure cater has adequate time to clean and pack supplies, food will only be served for a time of 1.5 hours. Time will start when 1st guest is served food.

3. COORDINATION WITH VENUE

Caterer will need to have access to the Venue no later than ____3____ hours in advance of the Start Time for the Event, and _____1____ hour after the End Time for cleanup. Client will make all necessary arrangements, at Client’s expense, to get access arranged.

4. PAYMENT TERMS

In exchange for the services of Caterer as specified in this Catering Contract, Client will pay the Caterer the agreed to amount on Invoice with the final official Guest Count and Menu provided by Client to Caterer at minimum **two weeks in advance of the Event**. The two-week deadline is crucial to ensure order and delivery of food and supplies as well as proper coordination with venue and coordinator as well as catering staff. Caterer will not deliver service unless payment is received in full within 24 hours of the event.

Payment will be made to the Caterer as follows: a deposit due (25% of total invoice) on the date of signing, and the balance due a minimum of **2 weeks in advance of the event**. The exact amount due will be determined with the Final Guest Count, also due from Client to Caterer in writing or email, at minimum, 2 weeks in advance of the Event. Contract is not valid until deposit payment is received.

Once Final Guest Count is provided and/or Final Payment is processed, there can be no changes to the Guest Count or Menu made.

4.1 Guest Count.

Guest Counts of over 50 guests are estimated and will only to be estimated in even numbers. Guest totals will be rounded up or down on the 5s. 4 and below, rounded down. 5 and above rounded up. Please be as truthful as possible when giving us your guest count. We strive to bring enough food for every guest with a small buffer in place. Shorting your guest count may result in guests not receiving food.

A child (any guest aged 2-16 years old) must be counted as a guest. We do not have discounted or partial guest counts for children.

5. RESPONSIBILITIES,OR RELATED COSTS

Client is solely responsible for all costs and/or deposits relating to use of the Venue, and for obtaining any necessary permissions, authorizations, or other requirements of Caterer providing services at the Venue.

6. INSURANCE AND INDEMNIFICATION

Caterer has, or will obtain, general liability insurance relating to Caterer's services at the Event. However, Client will indemnify and hold harmless Caterer for any damage, theft, or loss of Venue property occurring at the event, caused by any of Client's guests.

7. CANCELLATION

If the Client needs to cancel the event, Client must provide written notice to Caterer to effect cancellation.

Client understands that upon entering into this Contract, Caterer is committing time and resources to this Event and thus cancellation would result in lost income and lost business opportunities in an amount hard to precisely calculate.

Therefore, the following cancellation policy is as follows:

The 25% booking deposit is non-refundable.

If event is canceled within 30 days of the Event, Caterer is entitled to the any amounts paid. There will be no refund issued.

8. LEGAL COMPLIANCE

Caterer will work in compliance with all applicable local health department rules and regulations relating to food preparation and food service.

9. ASSIGNMENT

This Contract cannot be assigned by either Party without the other's written consent, with the exception set forth in paragraph 10, below.

10. LIMITATION OF REMEDIES

If Caterer cannot fulfill its obligations under this Contract for reasons outside of its control, Caterer may locate and retain a replacement catering company at no additional cost to Client, or refund Client's money in full within 90 days of event date. Caterer will not be responsible for any additional damage or compensation under these circumstances.

11. RESOLUTION OF DISPUTES

The Parties agree to not post any negative information about the other arising out of this Contract or Event on any online forum or website without providing advance written notice of the intended content thereof and providing the other party with an opportunity to resolve any issues between the parties amicably.

12. JURISDICTION AND VENUE

This Contract will be interpreted according to the laws of the State of Tennessee and any legal action must be filed in the County of Rutherford in the State of Tennessee.

13. ENTIRE AGREEMENT

This document, along with its exhibits and attachments, constitutes the entire agreement between the Parties. Payment of invoice(s) is agreement unto these conditions stated in this Contract.