

Carrie B's Catering - Service Agreement

THIS CATERING CONTRACT ("Contract") is made and entered into upon accepting the Terms and Conditions made available for the Customer at time of Order Purchase.

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

1. Term

Purchaser (to be referred to herein as "Client") and Vendor (to be referred to herein as "Caterer") agree that this Contract between the parties is for catering services that shall commence and be delivered on the agreed upon date and 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:

3. Event Details

- a. This event shall take place on the agreed upon date and time by Client and Caterer.
- b. The event will take place at the agreed upon location as stated in the initial order by the Client.
- c. The prices quoted in this Contract and the amount of food prepared and any other necessary preparations are made based on an estimate of attendees at the designated event, per Client estimates, and the stated portion sizes and amounts per order as previously stated by the Caterer.

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 of both parties.

5. Consideration and Payment Terms

In exchange for the specified service, the Client shall pay the Caterer the agreed upon amounts, including the deposit payment amount, in the form of credit/debit, check, cashiers check, money order, or cash. The Client shall not withhold any amount towards tax from the payment due to the Caterer

6. Additional Services

25% of the full order amount is due upon confirmation and submission of contract terms and conditions, with the remaining balance due no later than (5) days prior to the event.

Client agrees to pay for any and all additional services requested by the client not included in this 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, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, 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, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

9. Cancellation

In the event of cancellation of the function by the Client, Caterer is entitled to liquidated damages equivalent to 0% of the total estimated charges for the canceled function.

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 guests attending the event.

11. Rules and Regulations

Caterer shall work in compliance with all relevant 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, understandings, statements, or representations, either oral or in writing.

14. Applicable Law

This Contract shall be construed under and in accordance with the laws of the applicable state, city and county jurisdictions. Any and all disputes arising under or related to this Agreement shall take place and have venue in the courts included in applicable jurisdictions.

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 obligations hereunder, party ruled in favor shall be entitled to recover all costs and reasonable attorney's fees.

15. Signatories

This Contract shall be accepted as acknowledged and received upon acceptance of the Order Service Agreement and Terms And Conditions as set forth upon submission of the Order.