



# Catering Contract

This **Catering Contract** (hereinafter referred to as the “Contract”) is entered into as of \_\_\_\_\_ by and between \_\_\_\_\_, with a mailing address of \_\_\_\_\_ (hereinafter referred to as the “Client”), and \_\_\_\_\_, (hereinafter referred to as the “Caterer”), collectively referred to as the “Parties,” both of whom agree to be bound by this Contract.

**1. Purpose.** The client hires the Caterer to provide the following services:

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**2. Event Date and Time Frame.** The event will take place on \_\_\_\_\_.  
The event will begin at \_\_\_\_\_ and end at \_\_\_\_\_.

**3. Event Description.**

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**4. Terms of Agreement.** This Contract is in full force and effect from the date of this Contract until this event has finished.

**5. Compensation.** The Parties agree to the following Payment and Payment Terms:

- Total Fee for Services: \$\_\_\_\_\_;
- Non-Refundable Deposit Due Upon Execution of Contract: \$\_\_\_\_\_;
- Balance Due on Day of Event: \$\_\_\_\_\_.



**6. Modifications.** Any changes and/or modifications to this Contract must be made in writing to be signed by both Parties.

**7. Cancellation.** This Contract may be terminated at any time by either Party.

If terminated by the Client, upon termination, the Client will be entitled to a refund of any monies paid, except for the non-refundable deposit.

If terminated by the Caterer, upon termination, they must provide a suitable, replacement Caterer, subject to the Client's approval, which shall be obtained in writing. In the alternative, Caterer shall refund all monies previously paid by the Client, including the non-refundable deposit, less any expenses already incurred.

**8. Limitation of Liability.** The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Contract by the indemnifying party, its respective successors and assigns that occurs in connection with this Contract. This section remains in full force and effect even after termination of the Contract by its natural termination or the early termination by either party.

**9. Legal Fees.** In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees, collection fees and the like.

**10. Severability.** In the event that any provision of this Contract is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Contract and all other provisions should continue in full force and effect as valid and enforceable.

**11. Legal and Binding Contract.** This Contract is legal and binding between the Parties as stated above. The Parties each represent that they have the authority to enter into this Contract.

**12. Governing Law and Jurisdiction.** The Parties agree that this Contract shall be governed by \_\_\_\_\_ law.

State



**13. Entire Contract.** The Parties acknowledge and agree that this Contract represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

CLIENT

CATERER

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_