

# Catering Contract

This catering contract ("Contract") created on [DATE], is entered into between :

[Client Name  
Address  
Phone number  
Email address: ]  
(hereinafter referred to as "Client")

And

[Caterer Name  
Business Address  
Phone Number  
Email]  
(hereinafter referred to as "Caterer")

- 1. Term:** The Client and Caterer agree that this contract is for catering services that will commence on [DATE] at [START TIME] and end at [END DATE] at [END TIME]. Extension or renewal of this contract is only by agreement, in writing, of both parties thereafter.
- 2. Event Details:** This event is for the occasion of [OCCASION]. This event will be located at [EVENT LOCATION AND ADDRESS] on [DATE].
- 3. Guest Count:** The prices, amounts, and services referenced in this contract are based on an estimate of [GUEST COUNT] attendees. If the number of attendees should increase, the amount of the total fees shall increase, and may require an updated contract.
- 4. Guest Minimum and Maximum:** Client agrees to provide Caterer with a final attendee count [NUMBER] days before the event. Caterer will prepare for a minimum of [NUMBER] attendees. Client agrees to pay for this minimum number, even if fewer attendees attend the event. If the actual guests in attendance grow by [PERCENT]% or more, Client understands there may not be enough food and beverage to serve all guests.
- 5. Menu:** The price reflects the menu attached to this contract ("Menu"). Caterer reserves the right to make changes to the Menu due to seasonal availability of ingredients, supply chain delays, or other reasons beyond its control.

Client may request menu changes up to [NUMBER] of days prior to the event. The final day to request menu changes is [DATE]. Client understands that some menu requests may increase costs and, thereby, the final price. If prices increase, a new contract will be issued to reflect changes.

Hereinafter the food included in the menu will be known as "Food Service."

- 6. Beverage Service:** The beverage services included in the listed price are attached in the document ("Beverage Service"). As per this agreement, [*choose which applies*: no outside beverages are permitted to be served, Caterer will provide soft drinks and coffee service/ Caterer will provide soft drinks, coffee, beer, and wine service/ Caterer will provide soft drinks, coffee, beer, wine, and spirits/ Caterer is not responsible for beverage service, Client will provide beverages] as listed in the Beverage Service document.

Hereinafter these beverage services will be known as "Beverage Service."

- 7. Service Staff:** Caterer will arrange for [*choose which applies*: staff to set up equipment, food, and beverages and staff to serve food and beverage/ staff to deliver and set up food and beverages at the venue/ staff to deliver food/ staff to set up equipment and serve food and beverages, including bar service].

This event requires [NUMBER] of catering staff per [NUMBER] of guests. Staffing costs are listed in detail in the Itemized Invoice (attached to this contract).

The Food Service, Beverage Service, and Service Staff will be collectively referred to as the "Services."

- 8. Equipment:** Caterer will provide or make available all equipment required for holding and serving food. Caterer will provide (or rent as needed): [*a brief list of the major equipment you are providing or renting for the event such as "# of 72" round tables" etc.*].

A full list of rental equipment is attached to this contract, known hereinafter as "Rentals."

- 9. Calculation of Fees:** In exchange for the Services provided, the Client agrees to pay the Caterer based on [*choose which applies*: a flat fee of \$X/ a fee of \$XX per attendee / an hourly fee of \$XX per hour with a minimum of # hours].
- 10. Tax:** These services are subject to a local sales tax of X.XX%, as applied on the Itemized Invoice attached.
- 11. Deposit:** To secure these Services, the Client agrees to pay a deposit in the amount of XX% of the total estimated fees (currently calculated as \$XXX.XX). Client understands that the Services are not secured until the Caterer receives the deposit.
- 12. Payment Terms:** A deposit of XX% is due at the signing of the Contract. Another XX% (\$XX.XX) is due [*choose which applies*: one month/ one week] prior to the event. The full remaining balance is due on the day of the event.
- 13. Late Fees:** If Client fails to pay within the requirements listed in section 12, the Client will incur and be charged a Late Fee equal to \$XX.XX for each day payment is late.
- 14. Payment Methods:** Deposits can be paid via cash, check, cashier's check, or credit card. Additional payments must be made via cash, check, or credit card. Final payments must be made via cash or credit card; no checks will be accepted as final payment on the event date.
- 15. Event Changes:** Client understands that requested changes are requests only. Caterer will make every reasonable effort to accommodate change requests. Client further

understands that any requested changes may increase costs, leading to updated fees and invoices.

Changes may be requested up to [*choose which applies: two weeks / one week / ten days/ one month*] prior to the event.

**16. Cancellations:** In the event of a cancellation by the Client, Caterer is entitled to retain the full deposit. Should the cancellation occur [*choose which applies: one month / two weeks*] prior to the event date, Caterer will not charge any additional fees. Should the cancellation occur within 10 days of the event, Caterer is entitled to liquidated damages equivalent to XX% of the total estimated charges for the canceled event.

**17. Insurance and Indemnification:** Caterer shall maintain a general liability insurance policy. Client agrees to indemnify and hold harmless Caterer for any theft, damage, or loss of Caterer's property occurring during the event that is caused by guests in attendance.

The parties have reviewed and duly executed this Agreement as of the date on page 1. This Contract constitutes the entire contract between the parties with respect to the subject matter and supersedes all other agreements, statements, communications, or representations either oral or in writing.

**Client Name** (printed):

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**Client Signature:**

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

Caterer Name (printed):

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Caterer Signature:

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

**Attachments:**

- 1- Food Menu
- 2- Beverage Service
- 3- Rental list
- 4- Itemized invoice

*[Include copies of the event Menu, Beverage Service, Rental List, and a full, itemized invoice with the contract. Ask the customer to initial and date each of the attached documents.]*