

# CATERING SERVICE AGREEMENT

This Catering Service Agreement (the "Agreement") is made by and among A Taste to Remember Catering (the "Company"), and \_\_\_\_\_ (the "Client"), on this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

## BACKGROUND

The Company is in the business of providing full service catering deliverables to suit the needs of various business events, wedding receptions, birthday, holiday, and graduation parties, and other many other social occasions of any scale. The Company's operations are founded upon an unwavering commitment to the provision of superior customer service and extraordinary cuisine.

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

**§1. Services.** The Client hereby hires and retains the Company to provide and deliver services which may include cuisine selection, catering services, event planning, and/or pre-event cuisine tasting as outlined in the attached Schedule of Services, the terms and conditions of which are hereby expressly incorporated herein (the "Services") to and for the Client on \_\_\_\_\_, 201\_\_, at \_\_\_\_\_ .m. at \_\_\_\_\_ (the "Event").

**§2. Payment.** The Client hereby agrees to pay to the Company \$\_\_\_\_\_.00, for the Services (the "Event Fee"), fifty percent (50%) of which \$\_\_\_\_\_.00, is due upon the execution of this Agreement (the "Deposit"), and the remaining fifty percent (50%) is due at the time of the Event. The Event Fee may be tendered in cash, check, or credit card.

**§3. Modifications.** The Client shall be entitled to modify the Services more than fourteen (14) days prior to the date of the Event; it being understood that the Event Fee may be increased to accommodate any such modifications (each, a "Modification"). In no event shall the Event Fee be decreased due to a Modification. Any request by the Client to make a Modification to the Services less than (14) fourteen days prior to the Event shall be in the sole discretion of the Company which shall not be unreasonably withheld.

**§4. Termination.** The Client may terminate this Agreement upon written notice to the Company prior to the Event as follows: (a) Upon notice of termination more than thirty (30) days prior to the date of the Event, the Client shall be entitled to a return of

twenty-five percent (25%) of the Deposit; (b) Upon notice of termination between thirty (30) and fourteen (14) days prior to the date of the Event, the Company shall retain the Deposit and each party's obligations to the other under this Agreement will terminate; and (c) Upon notice of termination less than fourteen (14) days prior to the date of the Event, the Client shall pay to the Company an additional twenty-five percent (25%) of the Event Fee.

**§5. Entire Agreement.** Except as otherwise specifically indicated herein, this document contains the entire agreement of the parties and supersedes any and all prior understandings, agreements, representations and negotiations between them respecting the subject matters hereof.

**§6. Counterparts and Facsimiles.** This Agreement and any other documents related to this Agreement may be executed in several counterparts, and each executed counterpart shall be considered as an original of this Agreement or such other document, as the case may be. A counterpart executed and transmitted by facsimile device by any person to the intended recipient thereof shall constitute and be accepted as an executed and delivered original of this Agreement or such other document, as the case may be.

**§7. Additional Documents.** Each Party shall execute, acknowledge or verify and deliver any and all documents from time to time as are reasonably necessary to carry out the purposes and intent of this Agreement. In the event of a Modification to the Agreement, the parties shall execute an updated Schedule of Services.

**§8. Time of Essence.** Time shall be of the essence with respect to the satisfaction of any conditions to the rights of the Parties under this Agreement and with respect to all other times specified in this Agreement.

**§9. Survival.** If any provision of this Agreement establishes any rights and/or obligations which are to be in effect after the termination or expiration of this Agreement, such provision shall survive the termination or expiration of this Agreement and shall be binding upon all persons affected by such provisions for such period of time as may reasonably be required in order to give full effect to the intended application of such provision.

**§10. Applicable Law.** The laws of the State of Ohio, and all rights, duties and obligations of the parties shall be determined in accordance with the laws of said State.

This Agreement has been executed and delivered effective as of the date first set forth above.

COMPANY

CLIENT

A TASTE TO REMEMBER CATERING

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Eric S. Kershaw, Principal