

Catering Contract

This Catering Contract is entered into between Kid Kreole Kooking (“Restaurant”) and _____ (“Client”) (together, “Parties”) and sets forth the agreement between the Parties relating to catering services to be provided by the Caterer for Client for the event identified in this Contract.

1. Event Details

Client is hiring Restaurant to provide food and beverages, and related services, for the event described on the linked Paypal invoice or document attached.

2. Menu to Be Served

The Parties have agreed to the menu selected on the website and/or invoiced to this Catering Agreement. Restaurant 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 Parties.

No alcoholic beverages will be served without a separate agreement relating thereto.

3. Coordination with Venue

Client is responsible for coordination with the Venue and will need to have access to the Venue no later than 1 hour 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 this access arranged. For menus that boiled items, 3 hour access is required for setup.

Client agrees to complete coordination with the venue for service. _____

4. Payment Terms

In exchange for the services of Restaurant as specified in this Catering Contract, Client will pay to Restaurant payment in the following manner:

_____ Single Payment – due at time of signing.

_____ Multiple Payments

Payment will be made to the Restaurant as follows: 50% deposit due on the date of signing, and the balance will be due one week in advance of the event.

The Client can make scheduled multiple payments to the Restaurant up to one week in advance of the Event along with a Final Guest Count.

Minimums:

Food Trailer - \$1,500 Minimum

Delivery - \$350 Minimum

This minimum will include listed rates below.

Rates:

Travel Surcharge - \$50.00

Delivery Charge + Excess Mileage - \$25.00 for venues and locations within a 5-mile radius of the restaurant and \$1 per mile thereafter

Staffing Fee - \$60.00 per hour – 2 Servers for 30+ guests for on-site services
\$85.00 per hour – 4 servers for 100+ guests for on-site services

Special Permits/Insurance Add-on – Cost of Permit/Insurance + Administrative Fee of \$25.00

Date Change Fee - \$75.00 (due at time of rebook)

Disposable Chafers/Utensil/Sterno (Wire): \$8.00 per set

Reusable Chafers/Utensil/Sterno (Aluminum/Metal): \$15.00 per set

Cancellation/Rebook Fee – See policy below + fee of \$75.00

Client acknowledges and understands schedule of fees that may be applied for services rendered. _____

5. Responsibilities for 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 requirement of Restaurant providing services at the Venue.

6. Insurance and Indemnification

Restaurant has, or will obtain, general liability insurance relating to Restaurant's services at the Event. However, Client will indemnify and hold harmless Restaurant for any damage, theft, or loss of Restaurant's property occurring at the event and/or causes by any of Client's guests. An administrative fee may apply where Client or Venue is an additional named party.

7. Cancellation or Date Change

If the Client needs to cancel the event, Client must provide written notice via email to catering@kidkreolekooking.com. Client shall include the following in their notice. Date, event and potential reschedule date. Client understands that upon entering into this Contract, Restaurant 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 shall apply.

Cancellation/Refund Policy

Cancellations made 7 days or more in advance of the service date will receive a 50% refund of the deposit. Cancellations made within less than 48 hours will forfeit a refund.

A future credit for the rescheduled event less staffing/server fees/specialty menu items/rented or specialty serveware will be applied.

Client understands and agrees to the Cancellation Policy. _____

8. Legal Compliance

Restaurant 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. 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.

11. Jurisdiction and Venue

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

12. Entire Agreement

This document, along with its exhibits and attachments, constitutes the entire agreement between the Parties.

I, the Client, acknowledge that I have read the catering contract on this date, _____, in its entirety and will adhere to the obligations set forth.

Signature

Printed Name

Date

Tax Exemption
(for tax exempt organizations only)

In order to be granted tax exemptions from the current contract and purchase. Client claiming tax exempt status must provide Restaurant with copy of the state of Texas exemption form (<https://comptroller.texas.gov/forms/01-339.pdf>) and IRS Form W9.

My organization is tax exempt in the State of Texas. Attached is a copy of Form 01-339 and the IRS Form - W9 for the organization I represent.

My current title with this organization is _____.

Signature

Printed Name

Date

[Attachment]