



## CATERING AGREEMENT

### BETWEEN:

The Refinery at 350, LLC. doing business as The Refinery, having its offices at (350 Kennedy Blvd., Pittston Pa. 18640) (herein called the "Caterer")

- and -

Client's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

(herein called the "Client") WHEREAS the Caterer is engaged in the business of catering food and related items for various functions (the "Function"): \_\_\_\_\_

**AND WHEREAS** the Client desires to hire the Caterer to cater one of their

Functions: \_\_\_\_\_

**AND WHEREAS** the Caterer desires to do so and the parties have made an Agreement which they now record in this contract: \_\_\_\_\_

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

### 1. DATE AND DURATION

The Client agrees to hire the services of the Caterer for"

Event Date: \_\_\_\_\_ Event Type: \_\_\_\_\_

Event Start Time: \_\_\_\_\_ Event End Time: \_\_\_\_\_ Estimated Guests: \_\_\_\_\_

Special Preference: \_\_\_\_\_

### 2. THE FINAL COUNT

The minimum number of guests must be supplied by the Client to the Caterer at least 14 days prior to the date of the Function, (specify date: \_\_\_\_\_). Adjustments in price will be made at that time based on the number of guests. We regret that we cannot accept a smaller guest count after this time, but will accommodate increases up until 24 hours before the Function.

### 3. MENU AND PRICE

The Caterer agrees to supply the menu agreed upon.

The Caterer reserves the right to make reasonable substitutions to the menu if unable to secure specified items, and agrees to inform the Client of any such changes whenever possible.

The price is based on an approximate cost based off an anticipated number of guests. (Includes food, staff, rentals, service charges, taxes.).

The price for the food will be in accordance with the estimate provided on contract date. Final quote will be determined by final guest count.

#### 4. STAFF

The Caterer agrees to supply the Client with the following staff: Event Manager, Chefs, Servers. All staff is paid for a five hour minimum based off of a three hour event.

#### 5. EQUIPMENT RENTALS

The Caterer agrees to include all necessary equipment to facilitate the event. Any specific requests for equipment outside the inventory of The Caterer by the Client may incur an additional fee.

#### 6. PAYMENT SCHEDULE

A non-refundable deposit of \$1,000 (wedding) or \$500 (non-wedding) is required to secure the date with the Caterer. The Client agrees to provide the Caterer with a further deposit of 25% of the balance two months prior to the event. The balance of the contract price will be invoiced seven (7) days prior to the event, and must be paid IN FULL otherwise Caterer will be unable to complete its services and the Client will forfeit its payments until that point. Payments may be made via check, cash and credit card, however standard credit card transaction fees will apply. The 20% service/gratuuity/tax fee will accompany the food service total.

#### 7. GARBAGE REMOVAL

The Caterer is responsible for all garbage removal.

#### 8. CANCELLATION

In the event the Client cancels the function less than seven (7) days prior to the date of the function, the Client will forfeit all payments made at that point, no less than 50% of the full contract price. Cancellation less than 72 hours prior to the date of the function incurs 75% of the full contract price. We regret that cancellations less than 24 hours prior to the function incur 100% contract price. The Client agrees that 100% of the final contract price will be paid in full despite the 24 hour cancellation.

#### 9. DISCLAIMER

The Caterer will not be responsible for any damage whatsoever to the building where the Function takes place, or any rental equipment or decorations, lost or damaged, during the Function, due to the activities of the guests or third parties. The Client agrees to indemnify and save harmless the Caterer from any and all liabilities, fines, suits, claims, demands, costs and actions arising out of any damage to property or injury to person, of any nature and kind whatsoever, however caused including any consequences resulting from the guest's over consumption of alcohol or consumption of food resulting in illness. Further, the Caterer is not responsible for any damage to property entrusted to them or its agents, servants and / or employees, nor for any loss of any property by theft or otherwise.

The Client acknowledges that they have read and understood the terms of the within agreement. This agreement constitutes the entire agreement between the parties hereto, and no oral modification thereof shall be binding or any force or affect.

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**IN WITNESS WHEREOF** the parties hereto have set their hands and seals.

The Refinery at 350, LLC.

Witness: \_\_\_\_\_

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

Client's Name (please print): \_\_\_\_\_

Client's Signature: \_\_\_\_\_

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