

CATERING CONTRACT

1. 1. Parties and Event Information

This Catering Services Agreement (the "Agreement") is entered into on [EFFECTIVE DATE] between [CATERER NAME], a [ENTITY TYPE] located at [CATERER ADDRESS] (the "Caterer"), and [CLIENT NAME], located at [CLIENT ADDRESS] (the "Client"). The Caterer will provide food and beverage services for the following event (the "Event"): [EVENT TYPE], to be held on [EVENT DATE] at [VENUE NAME AND ADDRESS], with service beginning at [SERVICE START TIME] and ending at [SERVICE END TIME]. The service style will be [SERVICE STYLE, e.g., plated dinner, buffet, family style, stations, passed hors d oeuvres, drop-off]. Primary contacts are [CATERER CONTACT, PHONE, EMAIL] and [CLIENT CONTACT, PHONE, EMAIL]. Each Party represents that the person signing below is authorized to do so.

2. 2. Menu, Tasting, and Final Menu Deadline

The agreed menu is described in Exhibit A, including all courses, stations, beverages, and any children or vendor meals. The Client may request menu changes until [FINAL MENU DEADLINE, e.g., 30 days before the Event], after which the menu is locked because ingredients are ordered and production is scheduled. Changes requested after that date are accommodated only if the Caterer confirms in writing and may carry a change fee of [MENU CHANGE FEE] plus any cost difference. The fee includes [NUMBER] tasting(s) for up to [TASTING GUESTS] people, scheduled at least [TASTING NOTICE] in advance; additional tastings are billed at [ADDITIONAL TASTING FEE]. The Caterer may substitute an ingredient of equal or better quality without notice if a product is unavailable or below standard on the day, and will notify the Client of any substitution that changes a listed dish materially.

3. 3. Guaranteed Guest Count and Final Count Deadline

The Event is priced at [PRICE PER PERSON] per guest based on an estimated count of [ESTIMATED GUEST COUNT]. The Client will provide a final guaranteed guest count in writing no later than [FINAL COUNT DEADLINE, e.g., 10 business days before the Event]. That guaranteed count becomes the minimum billable number and cannot be reduced afterward. If no final count is provided by the deadline, the estimated count becomes the guarantee. The Caterer will prepare for the guaranteed count plus an overage allowance of [OVERAGE PERCENTAGE, e.g., 3 percent]. Guests served above the guaranteed count are billed at [ADDITIONAL GUEST RATE] per guest. This Agreement is also subject to a food and beverage minimum of [MINIMUM SPEND]; if actual charges fall below that minimum, the difference is charged as a room or service minimum fee.

4. 4. Allergies, Dietary Restrictions, and Food Safety

The Client will provide a written list of guest allergies, intolerances, and dietary restrictions, including the guest name and table or seat where applicable, no later than the final count deadline. The Caterer will make reasonable efforts to accommodate documented restrictions, including [ACCOMMODATION TYPES, e.g., vegetarian, vegan, gluten-free, nut-free, kosher-style, halal-style] meals, at [SPECIAL MEAL RATE] where a separate preparation is required. The Client acknowledges that the kitchen and preparation areas handle common allergens including nuts, dairy, eggs, wheat, soy, fish, and shellfish, and that the Caterer cannot guarantee a completely allergen-free environment or eliminate the risk of cross-contact. The Caterer will follow applicable food safety regulations, maintain required temperatures, and hold all current permits, certifications, and food handler cards required by [HEALTH JURISDICTION]. The Client will not bring outside food into the service area without written approval.

5. 5. Staffing and Service Levels

The Caterer will provide [NUMBER] chefs, [NUMBER] kitchen staff, [NUMBER] servers, [NUMBER] bartenders, and [NUMBER] captains or supervisors for the Event, at a staffing ratio of approximately [SERVER RATIO, e.g., one server per 20 guests for buffet service and one per 12 guests for plated service]. Staff will arrive at [STAFF ARRIVAL TIME] and remain until service, breakdown of the catering area, and removal of catering equipment are complete. Staffing is included in the pricing in Section 8 for [INCLUDED SERVICE HOURS] hours; additional hours are billed at [STAFF OVERTIME RATE] per staff member per hour in [OVERTIME INCREMENT] increments. Additional staff requested by the Client are billed at [ADDITIONAL STAFF RATE]. All staff are employees or contractors of the Caterer, who is responsible for their wages, taxes, training, uniforms, and any required workers compensation coverage.

6. 6. Alcohol Service and Licensing

Bar service will be provided as follows: [BAR OPTION, e.g., full open bar, beer and wine only, consumption bar, cash bar, client-supplied alcohol with bartending service only]. If the Caterer supplies the alcohol, the Caterer represents that it holds the license or permit required by [LIQUOR JURISDICTION] and will obtain any one-day event permit needed for the venue. If the Client supplies the alcohol, the Client is responsible for purchasing it, delivering it to the venue by [ALCOHOL DELIVERY TIME], obtaining any required permit, and removing unserved product afterward, and the Caterer charges a bartending fee of [BARTENDING FEE] plus a corkage fee of [CORKAGE FEE] where applicable. Bartenders will check identification, will refuse service to any guest who is underage or appears intoxicated, will not serve shots unless approved in writing, and will close the bar at [LAST CALL TIME]. The Client will maintain host liquor liability coverage where the venue or applicable law requires it.

7. 7. Rentals, Equipment, and Venue Requirements

The following rental items are included in the pricing: [INCLUDED RENTALS, e.g., china, flatware, glassware, linens, chafing dishes, serving pieces, buffet tables]. Items not listed are the responsibility of the Client and must be delivered to the venue and available by [RENTAL AVAILABILITY TIME]. The Client will confirm that the venue provides the Caterer with [VENUE REQUIREMENTS, e.g., a staging or prep area of adequate size, access to potable running water, at least NUMBER dedicated 20-amp circuits, refrigeration, a loading entrance, trash removal, and restroom access for staff]. If required utilities or access are unavailable, the Caterer may modify the menu or service style as needed and is not liable for the resulting change. Rental items broken, lost, or damaged by guests or by the Client are billed at the replacement cost charged by the rental company. Load-in will begin at [LOAD-IN TIME] and load-out will be complete by [LOAD-OUT TIME].

8. 8. Pricing, Service Charge, Gratuity, and Taxes

The estimated total for the Event is [ESTIMATED TOTAL], calculated as [PRICE PER PERSON] per guest multiplied by the guaranteed count, plus bar service of [BAR CHARGE], plus rentals of [RENTAL CHARGE], plus a service charge of [SERVICE CHARGE PERCENTAGE, e.g., 20 percent] of the food and beverage subtotal, plus applicable sales tax of [SALES TAX RATE]. The Client acknowledges that the service charge covers administrative and operational costs of the Caterer and is not a gratuity distributed to service staff. A gratuity is entirely at the discretion of the Client and may be added at [SUGGESTED GRATUITY RANGE] of the food and beverage subtotal. All prices are firm through [PRICE LOCK DATE] and may be adjusted afterward only for documented increases in food or fuel costs exceeding [COST INCREASE THRESHOLD, e.g., 10 percent], with written notice to the Client.

9. 9. Deposit and Payment Schedule

A non-refundable deposit of [DEPOSIT AMOUNT OR PERCENTAGE] is due on signing to reserve the Event date and is credited against the final invoice. A second payment of [SECOND PAYMENT] is due on [SECOND PAYMENT DATE]. The estimated balance is due in full no later than [FINAL PAYMENT DEADLINE, e.g., 7 days before the Event], based on the guaranteed count. Any additional guests, overtime, bar consumption, or added services are invoiced after the Event and are due within [POST-EVENT PAYMENT TERM, e.g., 15 days]. Payments are made by [PAYMENT METHOD]. Amounts past due accrue a late charge of [LATE FEE] per month or the maximum permitted by applicable law, whichever is less, and returned payments carry a fee of [RETURNED PAYMENT FEE]. The Caterer is not obligated to provide service if the pre-event balance is unpaid.

10. 10. Cancellation and Postponement

The Client may cancel by giving written notice. The deposit is non-refundable in all cases. Additional cancellation charges apply based on the date written notice is received: more than [TIER 1 DAYS, e.g., 90 days] before the Event, no additional charge; [TIER 2 DAYS, e.g., 30 to 89 days] before, [TIER 2 PERCENTAGE, e.g., 50 percent] of the estimated total; [TIER 3 DAYS, e.g., 8 to 29 days] before, [TIER 3 PERCENTAGE, e.g., 75 percent]; [TIER 4 DAYS, e.g., 7 days] or fewer before, 100 percent of the estimated total, because food has been purchased and staff scheduled. If the Client postpones, the Caterer will apply amounts paid to a new date within [POSTPONEMENT WINDOW, e.g., 12 months] if the Caterer is available, subject to a rescheduling fee of [RESCHEDULE FEE] and current pricing. If the Caterer cancels for reasons other than a breach by the Client or an event under Section 11, the Caterer will refund all amounts paid and assist in finding a replacement caterer.

11. 11. Force Majeure and Permits

Neither Party is liable for failure to perform caused by events beyond its reasonable control, including severe weather, natural disaster, fire, flood, epidemic or public health order, government restriction, utility or water failure at the venue, transportation disruption, supply shortage, labor strike, or closure of the venue. If such an event prevents the Event from proceeding, the Parties will attempt to reschedule under Section 10, and the Caterer will retain amounts covering food already purchased and labor already incurred, refunding the remainder. The Caterer is responsible for obtaining and maintaining its own business license, food service permits, health department certifications, and insurance. The Client is responsible for any permit tied to the venue or the event itself, including tent, noise, occupancy, and special event permits, and for confirming that the venue allows outside catering.

12. 12. Leftover Food and Property

For food safety reasons and to comply with health regulations, the Caterer will not leave prepared food that has been held in the temperature danger zone, and the Client agrees that any food released to the Client is released without warranty and at the sole risk of the Client. Unserved food that was never placed in service may be released to the Client only if the Client provides food-safe containers, accepts the food in writing, and assumes all responsibility for storage and later consumption. The Caterer may donate or dispose of remaining food at its discretion. All equipment, serving pieces, linens, and rentals belonging to the Caterer or its rental partners remain the property of their owner, and any item missing after the Event is billed to the Client at replacement cost. The Client will secure any personal property left at the venue after service.

13. 13. Insurance, Liability, and Indemnification

The Caterer will maintain commercial general liability insurance of at least [LIABILITY COVERAGE, e.g., \$1,000,000 per occurrence], liquor liability coverage where it serves alcohol, and workers compensation coverage as required by law, and will provide certificates of insurance to the Client or the venue on request. Except for its own gross negligence or willful misconduct, the total liability of the Caterer under this Agreement will not exceed the total amount paid by the Client, and neither Party is liable for indirect, incidental, or consequential damages.

The Client will defend and indemnify the Caterer against claims arising from the acts of guests, from alcohol supplied by the Client, from failure to disclose an allergy, or from conditions at a venue selected by the Client. The Caterer will defend and indemnify the Client against claims arising from the negligence of the Caterer or its staff in preparing and serving food.

14. 14. Governing Law and General Provisions

This Agreement is governed by the laws of the State of [GOVERNING STATE], without regard to conflict of laws rules, and any dispute will be brought in the courts located in [VENUE COUNTY AND STATE]. The Parties will attempt informal resolution and then mediation in [MEDIATION LOCATION] before filing suit, and the prevailing Party may recover reasonable attorney fees. This Agreement, with Exhibit A and any signed change orders, is the entire agreement between the Parties and replaces all prior quotes, proposals, and conversations. Amendments must be in writing and signed or confirmed in writing by both Parties. Neither Party may assign this Agreement without written consent, except to a successor acquiring substantially all of the business of the Caterer. If any provision is unenforceable, the remaining provisions stay in effect.

15. 15. Signatures

By signing below, both Parties confirm they have read and agree to this Agreement as of the Effective Date.

CATERER: [CATERER NAME]. Signature: _____. Printed Name: [CATERER SIGNER

NAME]. Title: [TITLE]. Date: [DATE]. CLIENT: [CLIENT NAME]. Signature: _____.

Printed Name: [CLIENT SIGNER NAME]. Date: [DATE]. Electronic signatures and counterpart copies have the same effect as original signatures.

16. Disclaimer

This template is provided for general informational purposes only and is not legal advice. Catering is regulated at the state, county, and city level, and rules on food handling permits, liquor licensing, dram shop liability, service charge disclosure, and mandatory gratuity differ significantly by jurisdiction. Review and adapt this document for your own circumstances, and consult a licensed attorney and your insurer before relying on it. Use of this template does not create an attorney-client relationship with ScanContract.