

## Catering Contract Agreement

This Agreement is made on the \_\_\_\_ day of \_\_\_\_\_ 2014

Between:

**Kevin Michael Topping**  
Operating as Topping Expectations  
of 4102 34 A Street in the City of Vernon  
in the Province of British Columbia.

(Herein referred to as the "Caterer")

And;

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Herein referred to as the "Client")

Whereas;

The Client wishes to hire the Caterer for the provision of food and food service and all related equipment for the Event as hereinafter defined.

The Caterer has specialized knowledge and experience concerning the provision of all equipment and food service for the Event.

Now therefore this agreement witnesses that in consideration of the foregoing and in consideration of the payment of a deposit in the sum of \$ \_\_\_\_\_ now paid by the Client to the Caterer, the parties each agree with the other as follows.

### Event and Food Service

1.0 The Caterer agrees to provide food and food service and all related equipment for a function to be held on \_\_\_\_\_ at \_\_\_\_\_ between the hours of \_\_\_\_ AM\ PM and \_\_\_\_ AM\PM. (herein called the "Event").

1.1 The Client acknowledges that the Caterer will be responsible for providing food service for the Event for \_\_\_\_ people (herein called the Attendees) based on the menu attached as Schedule "A".

1.2 The Caterer will provide not less than ten percent (10%) and not more than twenty (20%) overage of food as per the menu based on the Attendees for the Event.

1.3 The Client agrees to pay the Caterer in accordance with the terms of this agreement based upon the Attendees for the Event without regard to whether the Attendees be less than the number set out in paragraph 1.1. Should the attendees be greater than the number set out in paragraph 1.1 the Client agrees to;

- (a) provide the Caterer with not less than forty eight ( 48) hours' notice of the number of people who will be attending the Event in excess of the number set out in paragraph 1.1, and
- (b) pay the Caterer the sum of Fifteen Dollars ( \$ 15.00 ) for each person in excess of the number set out in paragraph 1.1.

1.4 If within fourteen days of the Event the Caterer determines that the cost of the menu items set out in Schedule "A" will exceed the cost determined by the Caterer upon signing this agreement, then the Client may, at his option;

- (a) Pay the additional cost based on the then current adjusted price. Or
- (b) Substitute other menu items such that the cost to the Caterer is equal to or less than the cost of the menu items as determined at the signing of this agreement.

1.5 The Caterer will provide those items of food service and equipment as per Schedule "B".

1.6 The Client agrees to provide those items of food service and equipment as per Schedule "B-1". In the Event the Caterer makes arrangements on behalf of the Client for rental items for the Event the Client shall contract directly with the rental company. The Client acknowledges and agrees that all costs related to food service and equipment as per Schedule "B-1" shall be the sole responsibility of the Client and the Client agrees to indemnify and hold the Caterer harmless from any and all cost incurred by the Client in this regard.

1.7 Any food remaining at the conclusion of the Event shall be the property of the Client. The Client agrees to provide all storage containers that will be required to store and remove the food remaining after the Event. The Client further agrees that the Caterer shall, in his sole discretion, and in accordance with best practices for Food Safe in British Columbia have the right to discard any food remaining if in his opinion there is a reasonable risk of food borne illness.

1.8 Should the Caterer be required to remain in attendance at the Event for any time beyond that contemplated in paragraph 1.0 herein, then the Client agrees that the Client will be responsible for paying all additional staffing costs incurred by the Caterer as a result.

## **Payment**

2.0 The Client agrees to pay the Caterer the sum \$ \_\_\_\_\_ plus all applicable taxes and a fifteen percent ( 15 %) gratuity ( herein referred to as the "Price" ) in consideration for the Caterer providing food service and equipment as set out on Schedule "B" and the menu as set out on Schedule "A" to the Attendees, which sum will be paid as follows;

- (a) The sum of \$ \_\_\_\_\_ upon the signing of this agreement. And
  - (b) The sum of \$ \_\_\_\_\_ not less than ninety (90) days prior to the Event. And
  - (c) The sum of \$ \_\_\_\_\_ plus all applicable taxes and a fifteen percent ( 15 %) gratuity not less than sixty (60) days prior to the Event.
- 2.1 The Client agrees to pay the price by cash, personal cheque or credit card (MasterCard or Visa only)
- 2.2 Any payments made by the Client by credit card will be subject to a three percent (3 %) service charge on the amount so paid.
- 2.3 The Caterer agrees to refund all payments made on account of the price if the Client cancels this agreement not less than one hundred and eighty days (180) prior to the Event.
- 2.4 The Caterer agrees to refund one half of payments made on account of the price if the Client cancels this agreement not less than ninety days (90) prior to the Event.
- 2.5 The Client agrees that should he cancel the Event within sixty (60) days of the Event then the Price will be forfeited to the Caterer and the Caterer will be entitled to retain the price as liquidated damages.

### **Alcohol**

3.0 The Caterer **shall not** be responsible for providing or serving any alcohol at the Event and the Client agrees to indemnify and save the Caterer harmless from anything that may occur at the Event or after the Event related to the provision of or the consumption of alcohol.

### **Damage**

4.0 While the Caterer will do his utmost to ensure that all of the Client's property is properly cared for and maintained in good working order, and without damage, the Caterer does not assume any liability for any damage or loss of food, food service items, equipment, furniture, clothing or any other valuables prior to during or after the Event Unless such loss or damage is caused by the direct negligence of the Caterer, or his employees.

### **Unlawful Activities**

5.0 The Client agrees that he will comply with all laws of Canada and the province of British Columbia and all municipal ordinances and all lawful orders of police and fire departments and will not do anything before during or after the Event in violation of any law, ordinance, rules or orders. If any unlawful activity should occur during the Event as a result of which the Event is canceled the Client agrees there will be no refund of any part of the Price.

**Amendment**

6.0 This agreement constitutes the entire Agreement between the Caterer and the Client and any changes to it must be in writing and signed by both the Caterer and the Client and only then will the terms of this Agreement be modified.

**Governing Law**

7.0 This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

IN WITNESS HEREOF the Caterer and the Client have signed this agreement on the date first set forth above.

SIGNED, SEALED & DELIVERED in the presence of:	
_____ Signature	} _____ <b>Kevin Michael Topping</b>
_____ Print Name	
_____ Address	
_____ Occupation	

SIGNED, SEALED & DELIVERED in the presence of:		}	_____
_____	Signature		
_____	Print Name		
_____	Address		
_____	Occupation		

SIGNED, SEALED & DELIVERED in the presence of:		}	_____
_____	Signature		
_____	Print Name		
_____	Address		
_____	Occupation		

**Schedule “A”  
Menu**

---

---

---

---

**Schedule “B”  
Items of Food Service and Equipment  
To Be Provided by the Caterer**

---

---

---

**Schedule “B-1”  
Items of Food Service and Equipment  
To Be Provided by the Client**

---

---

---