Catering Service Agreement

Danello's Catering is a "Pizza Shack" company

,

Terms and Conditions

By Signing This Document, the "Responsible Party-(Payor)
Acknowledges a Full Understanding and Acceptance of This Agreement and All The Terms Listed Herein.
TO COMPLETE YOUR ORDER, PLEASE COMPLETE, SIGN AND RETURN TO US.

CONTACT PERSON:

CONTACT TELEPHONE/CELL PHONE(S):

EMAIL(S):

BEST TIME TO CONTACT: BEST METHOD OF CONTACT:

ORGANIZATION/COMPANY NAME:

RESPONSIBLE PARTY (Payor) *Please Print*:

BILLING ADDRESS:

City: State Zip

EVENT DATE: TYPE OF EVENT:

EVENT LOCATION NAME:

LOCATION ADDRESS:

SPECIAL ACCESS/ENTRY CODES OR SPECIAL DIRECTIONS:

EVENT/CEREMONY ***START TIME***: PHOTOS/***COCKTAIL TIME***:

MEAL SERVICE TIME:

SPECIAL SETUP REQUESTS:
EXTRA COMMENTS/REQUESTS:

SPECIAL NOTES: _____

FINAL GUEST COUNT/GUARANTEE – ATTRITION Because we rely on you to provide us a total number of guests for us to make estimates on Food and Beverage quantities, we require a **FINAL PAYMENT AND FINAL GUEST COUNT no later than 14 days PRIOR TO EVENT.** You will be charged for the number of guests you guarantee. Should you have additional guests over the agreed number, you will be charged accordingly. Should your guest count drop below 20% of the original number anticipated, we reserve the right to assess additional fees accordingly.

PRICE LOCKING AND FINAL EVENT COSTS Because food and beverage cost of goods can fluctuate from time to time, we are determined to provide value to our customers by doing our best to have your *final price locked in no later than **14 days** prior to your event* - which is our deadline for ***final payment for this event***. However, in the event market fluctuations occur before final payment which may require an adjustment to the final cost, we reserve the right to inform you of the increase and add the overage to the final tally.

PAYMENT Upon confirmation of booking any event/banquet/private party, a **DEPOSIT** (UNLESS OTHERWISE AGREED herein), is required to confirm your date. ***NO RESERVATION IS CONSIDERED CONFIRMED AND/OR PLACED ON OUR CALENDAR without a DEPOSIT.***

THIS COMPLETED AND SIGNED "Catering Service Agreement." MUST ALSO BE SUBMITTED FOR OUR FILES.

FINAL PAYMENT AND/OR REMAINDER BALANCES DUE MUST BE SUBMITTED NO LATER THAN **14 DAYS** BEFORE AN EVENT.

PLEASE MAKE PAYMENTS PAYABLE TO: ***"THE PIZZA SHACK"***

Payment may be made by Cash, Check or any major Credit Card. Advance deposits received will be applied to the final bill.
A copy of this signed form will be provided to you.

THIS IS NECESSARY FOR PAYMENT GUARANTEE AND ANY ADDITIONAL CHARGE RESULTING FROM EVENT

*TYPE OF CARD:*_____ *NAME ON CARD:*_____

*CARD NUMBER:*_____ *EXP. DATE*_____

*SECURITY CVP CODE:*_____ ZIP CODE ASSOCIATED WITH CARD:_____

BANQUET ROOM FEE - PRIMARILY APPLIES TO FRIDAY EVENING OR ANY PRE-SCHEDULED HIGH OCCUPANCY EVENING The "Fee" is charged on a sliding base rate scale. The "Fee" is used to book the room but is then credited to the final food total at the end of the event – alcohol not included. If the group's final bill for the event goes over the Banquet Room Fee, there is no room fee and customer pays any overage above the "Fee." Likewise, if the group's total is less than the "Fee," the "Fee" will still be charged. The group must spend "up to the Fee." A standard 20% Gratuity will be added to the final bill at the end of the event.

PHONE BOOKINGS Any event that is booked by phone will be considered tentative until such time as the Agreement paperwork and Deposit are given.

CANCELLATIONS/REFUND POLICY If the event is cancelled:

- 2 months prior to the event: 10% of the total fee will be charged;
- 1 month prior to the event: 50% of the total fee will be charged;
- 2 weeks or less: no refund will be given
- Original $500 deposit non-refundable

SPECIAL SITUATIONS AND/OR CHANGES AND MODIFICATIONS We reserve the right to mitigate any and all situations. We will do our best to handle any "special situations" on a case by case basis in the most reasonable fashion.

FOOD, BEVERAGES & ALCOHOLIC BEVERAGES - "ON-SITE" RESTAURANT PREMISES This establishment (On-Site "Pizza Shack" restaurants) will not permit any food or beverages to be brought in to or leave the restaurants, with the exception of cakes - upon prior arrangements. In accordance with our licensing with the (**TABC**), ***Texas Alcohol and Beverage Commission***, all liquor and beer **MUST** be purchased within the establishment. Wine may be corked and leave the establishment's premises. We are not a "retail" seller, therefore, any un-opened bottle may not be taken from the premises. The contents must be partially removed or consumed and corked.

ALCOHOLIC BEVERAGES - OFF-SITE - CATERED EVENTS At this time, Danello's Catering Company **will not** provide the sale and/or service for any Off-Site or consumption of any alcoholic beverages.

BARTENDER (ON-SITE ["Pizza Shack" Restaurants] ONLY) Subject to change - based on a 4 hour minimum event: $25 per hour (each bartender)

GRATUITY AND TAXES A Gratuity of 20% will be applied to **all** events based on food charges and (in-house) beverages.
A State Sales tax of 8.25% will be applied to ALL functions unless you have a "***State Sales Tax Exemption Certificate***" form. If we do not have a copy of your "Sales Tax Exemption Form" before final payment and/or BEFORE the event, you will LOSE your tax exemption status.

SERVERS, CARVERS, BUFFET ATTENDANTS AND BUSSERS Based on a **5 HOUR** minimum event: we charge $20.00 per hour (for each person/attendee). If however, we have to sub-contract attendee services from a "third-party" staffing company, the necessary

(current hourly rate) charge will be billed accordingly. For an accounting of quotable hours necessary for each event, billable time starts from the time we leave our facility to the time we arrive at our facility after conclusion of each event.

FOOD SERVICE – TIMING Client acknowledges the food service timing (ready for service time), as outlined herein, is a time agreed upon that "caterer" will commence with the "food service." In the event or circumstance that may result in any delays with the "food service" timing, client acknowledges the caterer will not be held responsible for food quality deterioration and freshness based on any delays.

SCOPE OF SERVICE, SETUP, CLEANUP & DEPARTURE In the scope of providing catered services, Danello's Catering and staff will setup FOOD SERVICE EQUIPMENT AND BEVERAGE EQUIPMENT necessary to perform this function. Unless agreed upon herein, our attendees will buss the "dinner plate" only. We do not provide "closing / teardown" services. We recommend making further arrangements to accommodate for those services. Upon final bussing (as described) and completion of our services, Danello's will clean up the service area to the extent of removal of FOOD SERVICE AND BEVERAGE EQUIPMENT BELONGING TO DANELLO'S CATERING AND THE PIZZA SHACK RESTAURANTS. Unless otherwise agreed upon herein, *any cleanup outside of the scope of service outlined may be negotiated and added in the "Addendum" section of this agreement.*

EQUIPMENT RENTALS Danello's Catering Company will only provide the necessary equipment for the service of food products as described above. Unless agreed upon herein, Danello's does NOT supply china/plate, glass or service wares, additional utensils outside of our scope of service, any linen or any type of special rental equipment. Any additional equipment or product will be the customer's responsibility. Referrals to event and party rentals may be provided.

RESPONSIBLE PARTY A fee will be assessed for any excesses or unnecessary abuse to our facilities or any facility we provide service. The Host/Signor - "Responsible Party" of this Catering Agreement will be responsible for their guests, and their actions and will hold Danello's Catering, the Pizza Shack and its employees, subcontractors, etc., harmless of any and all claims.
Danello's Catering Company or the Pizza Shack Company is NOT responsible or liable for any lost, stolen or damages that occur at any function that we cater.

PERMITS AND LICENSES The undersigned, acting as the "Responsible Party," will not hold Danello's Catering and/or the Pizza Shack Company responsible for any/all licensing or permits required by any federal, state or local governing body for the event to take place.

ADDITIONAL ITEMS NOT LISTED AND/OR REQUESTED

_____

_____

FINAL INVOICE AND AGREEMENT Signed Deposit Receipts or Finalized Function Quote Sheet - (*will be considered an Addendum to this agreement*) and will be attached and presented to the undersigned "Responsible" party to this agreement as a whole and binding agreement by and between both parties. By booking this event, the undersigned client has been made aware, agrees and accepts all the Terms listed herein.

_____ _____

Signature of Responsible Party Date

_____

Printed Name of Responsible Party

_____ _____

Signature of Danello's Catering/ Pizza Shack Representative Date

_____

Printed Name of Danello's Catering/Pizza Shack Representative

Danello's Catering and The Pizza Shack Restaurant locations:
19132 Steward Crk Rd., Montgomery, TX 77356 | 936-597-9488 www.danellos.com
115 Montgomery St., Willis, TX 77378 | 936-856-9780 www.pizzashack.com

THANK YOU FOR YOUR BUSINESS! WE LOOK FORWARD TO SERVING YOU!