



Contract for Service

Memphis Fire Barbeque Company

1091 King's Highway #8

Winona, ON L8E 5H8

HST #83908 5453 RT0001

Phone: 905-930-7675

www.memphisfirebbq.com catering@memphisfirebbq.com

EXPECTATIONS OF SERVICE

FULL OFF-SITE CATERING

- Memphis Fire Barbeque reserves the right to arrive at your event within sixty (60) minutes prior to or post the arranged arrival time. We do, however, strive for accuracy in our logistics, however, unforeseen issues with traffic, weather and/or ACTS OF GOD may hasten or delay our arrival.
- Includes all food prepared to meet the needs of your guaranteed guest count as per our terms and conditions
- Includes mobile kitchen, mobile walk-in fridge, and all other equipment to meet all local and provincial health codes and regulations for hot and cold food holding, we reserve the right to provide the mobile kitchen we consider appropriate for your event.
- All Vegetarian options are individually packaged; Memphis Fire Barbeque Company Inc. does not guarantee cross-contamination of ingredients once vegetarian items are given to the guests listed as requiring a Vegetarian option. Please ensure that you provide a list of Vegetarian items required, including guest names to us at the time of final payment. Memphis Fire will only produce the exact number of Vegetarian items provided on your list. No vegetarian items are Vegan-friendly, as this would be impossible for us to ensure.
- The CLIENT is responsible for on-site garbage removal, please inform our catering representative where garbage from the event is to be stored to allow for removal after the event.
- Please see the following terms and conditions for further information

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1. DEPOSIT **Initial:** _____

Thirty Percent (30%) of the estimated contract cost of the CLIENT's event/function is due and demandable at the time of booking. This amount is to be deducted from the Net Total unless other prior arrangements have been made by the CATERER.

2. FINAL PAYMENT **Initial:** _____

Final Payment of the Net cost will be due and demandable **two (2) business days prior** to the event date.

FAILURE TO PROVIDE FINAL PAYMENT OF THE NET AMOUNT REMAINING ON THE EVENT TWO (2) BUSINESS DAYS PRIOR TO THE EVENT WILL RENDER THIS CONTRACT NULL AND WILL RENDER THE DEPOSIT FORFEIT TO THE CATERER UNLESS OTHER PRIOR ARRANGEMENTS HAVE BEEN MADE BETWEEN THE CLIENT AND THE CATERER OR ANOTHER AUTHORIZED REPRESENTATIVE OF THE CATERER IN WRITING.

3. COST

Due to the fluctuating cost of food items, menu prices are subject to change within fourteen (14) days of the event. When drastic changes in the menu ingredient cost occur, the CLIENT has two options:

3.1 CLIENT will pay the additional cost based on the current adjusted price, or

3.2 Substitute another menu item to maintain the agreed upon cost per person and/or cost per menu

4. PAYMENT METHOD

AUTHORISED PAYMENT METHODS

ALL PRICES ARE QUOTED IN TERMS OF CASH, BUSINESS CHEQUE OR INTERAC DEBIT

ACCEPTED PAYMENTS FOR IN-STORE TRANSACTIONS

- Cash
- Interac Debit Transaction
- Certified Personal Cheque
- Business Cheque is drawn from a Canadian Charter Bank
- Personal Visa / MasterCard
- Corporate Visa / MasterCard

ACCEPTED PAYMENT FOR ONLINE TRANSACTIONS ONLY

- Personal Visa / MasterCard / American Express
- Corporate Visa / MasterCard / American Express

5. GRATUITY

No hidden fees, no service charges, and no obligatory gratuity, just the food.

However, we wouldn't say no to a little something to assist our team of hard-working staff, if you've enjoyed your event.

6. GUEST COUNT

Final guest count, not subject to reduction, is due seven (7) business days prior to the event date. Any additional guests added after the stated period prior to the event are subject to extra charges, and may be imposed by the CATERER at their discretion.

7. GUEST COUNT OVERAGE

The CLIENT will be invoiced for the guaranteed number of guests, provided by the CLIENT to the CATERER. If there are more guests attending the event than the guaranteed by the CLIENT, the CATERER will charge the CLIENT accordingly post event.

8. CHILDREN

Children under the age of five (5) are free of charge unless the CLIENT wishes to provide service/seating for them. Children from Six to Twelve (6 - 12) years of age will be charged fifty percent (50%) of the event price per person, only when seventy-five percent (75%) of the total amount of guests attending are adults paid at the full cost per person.

9. FOOD QUANTITY

The CATERER will prepare between five and ten percent (5% - 10%) overage based on the final number of guests confirmed by the CLIENT and as accepted by the CATERER seven (7) days or more prior to the event date.

9.1 The CLIENT agrees that a percentage of this overage may represent an amount of food in excess of what is required to fully service the event. This overage is at the sole discretion of the CATERER and is utilized to ensure food service is without issue. By agreeing to this term, the CLIENT acknowledges and accepts that this overage remains the property and possession of the CATERER with no claims of ownership.

9.2 The CLIENT agrees that part of this overage is to include food and beverage for the staff and/or service providers in attendance to facilitate the event.

10. REMAINING FOOD - "LEFTOVERS"

In accordance with local Health Codes, the CATERER reserves the right to discard any leftover food items, after the agreed upon event timetable, where there is a reasonable risk of food borne illness to occur.

10.1 The CATERER reserves the right to retain or destroy any and all remaining food after the event timetable has been completed if he/she determines that there is a lack of proper refrigeration or temperature regulated transport to accommodate the remaining food. This decision will be rendered with the safety of the public in mind and is at the sole discretion of the CATERER, or an authorized representative of such.

11. ALCOHOL SERVICE

The CLIENT assumes the responsibility to provide alcoholic beverages in accordance with provincial liquor laws as per the AGCO in Ontario.

The CATERER may provide assistance is sourcing qualified and licensed professional bartenders, if so agreed to by the CLIENT and CATERER in writing at or before fourteen (14) days prior to the event date.

12. SERVICE AND CULINARY STAFF

The CLIENT agrees staffing charges have been included in purchased catering package, at the number of hours per staff member, per the purchased package specifications.

All staff will be provided for the function by the CATERER, with their work-day starting from when the event staff leaves 1091 Highway #8, Winona, Ontario L8E 5H8 or respective point of origin if a third party resource is being utilized. This billing time will extend until all parties have returned back to where their respective origin points of billing are located.

Time for travel will be based on a predetermined amount of kilometers as designated by the CATERER utilizing current online mapping services. As per our EXPECTATIONS OF SERVICE, the CLIENT agrees that they will be billed DOUBLE TIME per staff member working or traveling over their 8-hour work day unless otherwise specified by the CATERER.

12.1 All staffing decisions remain at the sole discretion of the CATERER.

12.2 The CATERER reserves the right to be in charge of all staff coordination. At no time will the CLIENT be allowed to solicit staff, other than Bartenders or person(s) solely for alcohol service.

12.3 The CATERER acknowledges that any gratuity given by the CLIENT will be in TRUST and dispensed 100% to staff who are both working at the event or assist in the planning, implementation or sales of the event itself and shall not at any time retain any monies exclusively for the CATERER.

13. CHANGE OF EVENT DATE OR VENUE

If the CLIENT requires a DATE or VENUE change prior to thirty (30) days ahead of the event date, the CATERER will apply the entire balance of the CLIENT's deposit(s) and pre-payments (less \$400.00), towards another event, subject to the CATERER's availability.

13.1 If the CLIENT requires a DATE or VENUE change in the time period between twenty-nine (29) and seven (7) days prior to the event date, the CATERER will apply the entire balance of the CLIENT's deposits and prepayments (less \$600.00), towards another event, subject to the CATERER's availability.

13.2 If the CLIENT requires a DATE or VENUE change in the time period between six (6) days and the event date, the CATERER will apply the entire balance of the CLIENT's deposits and prepayments (less \$800.00), towards another event, subject to the CATERER's availability.

13.3 The CLIENT recognizes that there may be extenuating costs associated with their requests such as postponement or cancellation costs for equipment rentals, floral items, and other decor items. The CLIENT acknowledges that any costs associated with their request for a change of DATE or VENUE will be due and demandable by the CATERER at the time of the requested change.

14. RENTAL EQUIPMENT

The CATERER may provide all or part of the rental items needed for the event. However, certain items may incur restocking and/or cancellation fees. If the CLIENT requires other rental equipment that the CLIENT requires to facilitate an aspect of the event, the CATERER can make the arrangements, but the CLIENT must pay the rental company directly.

14.1 Rental equipment that is required for safe food handling, in such regard as food reheating and cooling, becomes non-negotiable once this contract has been signed. It is understood that the CATERER ensures at all costs, the overall food safety of consumable goods during the entire receiving, production, delivery, and service for the CLIENT's event is within professional practices and meets all local, provincial and federal guidelines for food service. All decisions in regards to rental equipment in order to maintain overall health, safety and sanitation will be at the exclusive discretion of the CATERER.

14.2 The CLIENT acknowledges that any loss, damage or theft of equipment both provided by the CATERER or rented for the event, is the sole responsibility of the CLIENT and will be billed to the CLIENT after the event.

15. STORAGE

Prior approval from the CATERER is required for any storage service before, during or after the event date.

16. ASSIGNABILITY

This contract is not assignable without prior written consent from the CATERER

17. CANCELLATION BY: CLIENT / VENUE / ACT OF GOD **Initial:** _____

All prepayments and deposits are returned in full if the event is canceled by the CLIENT, the venue or by an act of God, one hundred eighty (180) days or more prior to the event date.

17.1 If the event is canceled, between one hundred seventy-nine (179) days and ninety (90) days prior to the event date, all prepayments and deposits are returned to the CLIENT in full, less fifty percent (50%) of the initial deposit amount held in trust by the CATERER.

17.2 If the event is canceled, within eighty-nine (89) days of the event, all deposits and prepayments are forfeited in full to the CATERER.

17.3 If the CATERER is able to re-book the date with a similar event, all prepayments and deposits will be returned to the CLIENT less a two hundred (\$200.00) dollar service fee.

18. CANCELLATION BY CATERER

CATERER reserves the right to terminate this contract for any reason.

18.1 If the CATERER terminates this contract before thirty (30) days prior to the event date, all deposits and prepayments will be returned in full within ten (10) business days.

18.2 If the CATERER terminates this contract within thirty (30) days prior to the event date, all deposits and prepayments will be returned in full within ten (10) business days, as well as an additional two hundred (\$200) dollar penalty in lieu of notice.

19. DAMAGE

The CATERER assumes no responsibility for ANY damage or loss of merchandise, alcohol, equipment, furniture, clothing or other material goods prior to, during or after the event. The CATERER will do everything possible to ensure the CLIENT's supplies, rental equipment is cared for and maintained in good working order and without damage.

19.1 When providing the location for the event, the CLIENT, understands that accidents, breakage and/or damage may sometimes occur. The CATERER will not be liable for any damage or loss unless specifically caused by the willful negligent actions or misconduct of the CATERER or its employees.

20. CATERER LIABILITY

The CLIENT absolves the CATERER from any third party claims, except for actions caused by the CATERER and/or negligence of its employees. Such claims to amount to a maximum amount of two hundred (\$200) dollars only.

21. INSURANCE

The CATERER maintains a two million (\$2,000,000.00) dollar liability policy at all times. A certificate of insurance will be provided to the CLIENT upon request in writing, without fee, prior to fourteen (14) days from the event date.

21.1 If the CLIENT requests a certificate of insurance in a time period from thirteen (13) days prior to and the date of the event, then the CLIENT will be billed a service fee of two hundred (\$200) dollars.

22. TAXES / PERMITS / LICENSES

The CLIENT will be charged the applicable current rate for all services rendered as determined by ALL MUNICIPAL, PROVINCIAL AND FEDERAL agencies and officers required to provide service(s) for the CLIENT.

23. UNLAWFUL ACTIVITIES

The CLIENT will comply with all by-laws and laws within the jurisdiction of the event site. This will be inclusive of all Municipal, Provincial and Federal statutes, governance, rules or orders. This shall not be dependent on which agent provides inspection and/or ruling, such as municipal health inspectors, municipal by-law enforcement, commissionaires, fire department, police department, Ministry of Labour, T.S.S.A. or any other government agency that requests inspection and/or information regarding the CLIENT's event.

23.1 If unlawful activities should occur on the event site, and the event is canceled, there will be no refund of any kind from the CATERER to the CLIENT.

23.2 The CATERER reserves the right to cancel the event at any time if they or a representative of the CATERER finds evidence of unlawful activity during the course of service at the event venue.

24. AMENDMENT AND SUPPLEMENT

Any amendment and/or supplement to the contract shall come into force only after a written agreement is signed by both parties five (5) days or more prior to the event date. The amendment and/or supplement duly executed by both parties shall be part of this contract and shall have the same legal effect as this signed contract.

Client Signature

Signer Name: _____

Sign Date: _____