

CATERING AND EVENT SERVICE AGREEMENT

For and in consideration of the mutual promises set out herein, **ZZZ CATERING AND EVENTS, a Division of ZZZ, Inc.** (hereinafter collectively referred to as "Caterer") whose address is **ZZZZZ**, and **ABC Client (hereinafter collectively referred to as "Client"), whose address is XXX**

1. Services Provided

(A) On **Tuesday, XXXnd of 2006** (hereinafter called "the event date") on or before **5pm** o'clock **pm**, Caterer agrees to provide Client with that food, beverage and services identified on Attachment "A" to this Agreement at the location identified therein to serve and feed that number of guests identified on Attachment "A". Before this Agreement becomes effective, Client agrees to sign Attachment "A" to this Agreement. Once Attachment "A" is signed by Client, it shall be deemed by reference herein to be a part of this Agreement as if fully set out. The parties understand and agree that no amendments or changes to this Agreement or to Attachment "A" shall be effective to obligate or bind either party unless those amendments or changes are reduced to writing and signed by all parties signing this Agreement. Oral agreements or understandings of whatever nature wherever, whenever or however arrived at shall not obligate or bind either party to this Agreement nor obligate them to perform.

(B) This contract and pricing is based on the total number of expected guests on Attachment "A". This number of expected guests is not subject to reduction without written consent of Caterer and, should said consent be granted, Client agrees this may be cause for an adjustment in pricing. Should either of these actions be taken, they shall cause an addendum to be executed by Caterer and Client, which shall be known as Attachment "B". In the event Attachment "B" is executed, the number on said attachment shall supersede the number on Attachment "A".

(C) Seven (7) business days prior to the event date, which shall exclude Saturdays, Sundays and national holidays, Client shall deliver to Caterer at the address shown above a writing identifying the final and guaranteed number of guests to be served at or above the minimum contracted guarantee (hereinafter called "final number") on the event date. Once Caterer receives this final number, Client agrees to make no further adjustments to the number of guests to be served and understands that, upon receipt of the final number from Client, Caterer will prepare accordingly. If Client does not change the number of guests to be served from that set out on Attachment "A" by complying with the provisions of this Subpart, then it is agreed that the final number of guests to be served will be that originally stated by Client on Attachment "A".

2. Payment Terms

(A) For the services described in Paragraph 1 above and subject to Client's cancellation rights set out in Paragraph 3 below, Client agrees to pay Caterer the total sum of **\$XXX** for all services rendered under the Agreement, 50% of which **\$XXX** Client agrees to pay to Caterer at the address identified above no later than 5:00 o'clock P.M. EST on the **XXth** day of **XXX, 2006** as a retainer in order to secure and reserve the Caterer's time and labor for the event date. In the event Client fails for whatever reason to make payment of the retainer to Caterer by the date and time set out herein, Client agrees that Caterer shall not be obligated to perform any part of this Agreement.

(B) Assuming the retainer in Subpart (A) is timely paid as contemplated therein, the remaining balance of the total sum due Caterer by Client shall be paid to Caterer no later than 5:00 o'clock P.M. EST on the **25th** day of **April, 2006**. In the event Client fails make this payment by the date and time stated herein, Client grants to Caterer the right to cancel this contract by written notice to Client directed to Client's address stated above.

(C) In the event the final number of guests determined in accordance with Subpart (B) of Paragraph 1 is larger than the number of guests stated originally in Attachment "A", then Caterer shall charge and Client agrees to pay to Caterer the additional charge for each guest exceeding the number originally stated on Attachment "A".

(D) If cancellation of contract occurs 120 days before DATE, 50% of deposit will be returned. If cancellation occurs 60 days before DATE, 30% of deposit will be returned. If cancellation of contract occurs 30 days before event 15% of deposit will be returned. If cancellation of contract occurs less than 30 days prior to DATE no deposit will be returned. Contract cannot be cancelled or voided within ten days of contracted date as stipulated in final guest count clause. If you cancel and reschedule at the same time on a different date more than 30 days before DATE, 100% of deposit will be credited to a new date. If a deposit will be returned it will returned with 6 months of the cancellation.

3. Indemnification and Hold Harmless

(A) Client agrees and by their signature(s) to indemnify and hold harmless Caterer in the event more guests attend the event than guaranteed to Caterer, or if not enough foods, beverages or services are ordered to properly serve the attendees. Client further agrees to indemnify and hold harmless Caterer for any foods or beverages removed from venue by any person or persons whatsoever and consumed or transferred to another person, persons or organizations whatsoever, and consumed which causes sickness and any or all conditions leading up to and including death. Caterer may only be held liable in the event gross negligence is determined through adjudication.

(B) Client understands that all foods leftover from an event on displays cannot be packed for them without paying an additional fee for servers or culinary to handle. This must be disused before the event is executed with the **ZZZ** representative.

4. Insurance

(A) Client and Caterer agree to carry, or cause to be carried, liability insurance to cover any and all damages arising out of any act of gross negligence. Temporary riders to existing policies may be necessary.

5. Arbitration

(A) Client and Caterer agree to impartial arbitration in lieu of civil court should a mutually agreeable resolution concerning the performance of this contract not be attained.

