



## CATERING AGREEMENT CONTRACT

**This Agreement is not effective unless signed and accepted by all parties.**

**THIS AGREEMENT** entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Mountain View Event Center (hereinafter “MEC”) and:

(ENTITY/INDIVIDUAL NAME) \_\_\_\_\_,

(MAILING ADDRESS) \_\_\_\_\_,

(PHONE NUMBER/ EMAIL ADDRESS) \_\_\_\_\_,

(AUTHORIZED AGENT) \_\_\_\_\_,

Date of Function: \_\_\_\_\_

Starting time of Function \_\_\_\_\_ Ending Time of Function \_\_\_\_\_ Time of Meal \_\_\_\_\_

Approximate Number of Guests \_\_\_\_\_

Guaranteed Final Count \_\_\_\_\_

(1 week before event, must be within 25% of original number of guests)

Price Per Guest \$ \_\_\_\_\_ Price w/service and tax \$ \_\_\_\_\_ Room Charges \$ \_\_\_\_\_

Other Charges \$ \_\_\_\_\_ Anticipated Total \$ \_\_\_\_\_

All federal, state and municipal taxes applicable to this function shall be paid for separately by the patron, in addition to prices herein agreed upon.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows,

### 1. Term

MEC and Caterer agree that this Contract between the parties is for catering services that shall commence on \_\_\_\_\_, at \_\_\_\_\_ and catering services shall continue until \_\_\_\_\_ at \_\_\_\_\_. Said contract may be extended and/or renewed by contract of all parties in writing hereafter.

### 2. Services Provided

MEC hereby agrees to engage the Caterer to provide MEC with the following services:

### 3. Event Details

- This event shall take place on \_\_\_\_\_
- The prices quoted in this Contract and the amount of food prepared and any other necessary preparations are made based on an estimate of \_\_\_\_\_
- People in attendance at the event. It is the anticipation of both parties that all food items prepared shall be adequate to satisfy \_\_\_\_\_ people.

### 4. Menu to be Served

Caterer reserves the right to make small changes to the menu if key ingredients are unable to be sourced due to reasons beyond the control of both parties.

**5. Consideration and Payment Terms**

In exchange for the specified services, the MEC shall pay the Caterer \$0.00 per person in attendance at the event by Cash. MEC agrees to pay Caterer \$\_\_\_\_\_.  
The MEC shall not withhold any amount towards tax from payment due to the Caterer.

**6. Additional Services**

MEC agrees to pay for any and all additional services requested by the MEC not included in the Contract. Any additional services requested shall be made by the MEC in writing.

**7. Independent Contractor**

It is agreed that Caterer shall perform the specified work as an independent contractor. The Caterer shall maintain his or her own independent business and shall use his or her own tools and equipment and employees.

**8. Force Majeure**

Caterer shall not be liable for the losses resulting from non-fulfillment of any terms or provisions of this Contract, if Caterer shall be prevented or delayed from performing in whole or in part because of war, riot, strike and flood or by any other act or occurrence not within the reasonable control of Caterer, which it could not prevent.

**9. Cancellation**

In the event of cancellation of the function by the MEC, Caterer is entitled to liquidated damages equivalent to \_\_\_\_\_% of the total estimated charges for the cancelled function.

**10. Insurance and Indemnification**

Caterer shall procure and maintain in full force and effect during the term of the Contract a general liability insurance policy of \$1,000,000, MEC agrees to indemnify and hold harmless Caterer for any damages, theft or loss of Caterer's property (including without limitation, equipment, plates, utensils and motor vehicles) occurring at the event that is caused by guests attending the event.

**11. Rules and Regulations**

Caterer shall work in compliance with all BANNNOCK county, health department rules and regulations with regard to hygienic preparations and service of food.

**12. Assignment**

This Contract shall not be assignable by either party without the prior written consent of the other party. Subject to the foregoing limitations, this Contract shall inure to benefit of be binding on the successors and assigns of the respective parties.

**13. Entire Contract**

This Contract constitutes the entire contract of the parties with respect to the subject matter, and supersedes any and all other agreements, understanding, statements, or representative's, either oral or in writing.

**14. Applicable Law**

This Contract shall be constructed under and in accordance with the laws of Idaho. Any and all disputes arising under or related to this Agreement shall take place and have venue in the courts in Bannock County, State of Idaho.

**15. Attorney Fees**

If either party institutes suit or other action against the other to enforce this Contract or seek damages with respect to default of obligations hereunder, party ruled in favor shall be entitled to recover all costs and reasonable attorney fees.

**16. Signatories**

This Contract shall be signed on behalf of MEC, PCAD by Raul Cano or Wendy Anderson and on behalf of \_\_\_\_\_ by \_\_\_\_\_,  
and shall be effective as of the date first written above.

**Executed and delivered by its duly authorized representative as of the date first written above.**

\_\_\_\_\_  
**Executive Director**

\_\_\_\_\_  
**Caterer**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**