

Terms of Agreement

Client Information:
ABC Charities

123 Main Street
Anytown, State, Zip
ATT:Ms. Jane Doe
999-555-1234 - Office
999-555-4321 - Fax

Caterer:
XYZ Catering Company.
Address
City State Zip

800-555-1234
800-555-5678 - Fax

XYZ Catering Company. agrees to provide catering services for the above client for the following services:

Style of Event Station reception
Date of Event Saturday, February 28, 2004

Time of Event 7:00-11:00 p.m.

Event Location Venue name and room location
 Address
 City State Zip

Approximate Number of Guests 300 Guests (Proposal based upon 300 guests)
 Proposal dated February 18, 2004
Guaranteed Number of Guests 300 guests. From **February 13, 2004**, numbers of
 attending guests may not be decreased.

Suggested Menu – Passed Hors D'Oeuvres
Passed hors d'oeuvres
XYZ Catering Company:

Thai shrimp roll with curry
Pacific rim tuna skewer with chili lime dipping sauce
Eggplant fritters with roasted tomato sauce

Passed hors d'oeuvres (con't)
Supplied XYZ Catering Company
Roasted chicken with pear chutney
Parma prosciutto with Mission figs
Mozzarella with tomato, basil and pesto

Raw bar
Shells – Donated
Cocktail sauce and lemons – Donated
Mignonette sauce, horseradish cream and freshly ground black pepper – XYZ Catering Company

Presented by XYZ Catering Company
NOTE: Shells to be delivered to XYZ Catering Company
 Shells to be cleaned by XYZ Catering Company

Mardi Gras Station
Pork medallions with onion applesauce
Jambalaya with chicken, shrimp and spicy sausage
Three onion pie with leeks, Vidalia onions and scallions
Grated sweet potato pone
Dandelion greens with lemon parsley vinaigrette
Old fashioned corn bread and biscuits

**ABC Charities,
XYZ Catering Company & (venue name) Contract
Saturday, February 28, 2004
Page 2**

Country French Station

Bouchees with choice of:

Beef Bourguignon

Coq au Vin

Gratin du Jabron – Individual potato gratins

Provençal slow roasted tomatoes with basil and garlic

French baguette with sweet whipped butter

Dessert buffet

XYZ Catering Company

Bananas Foster – Served in brandy snifters

Miniature pecan pies

Bread pudding with brandy sauce

Chantilly cream and lemon/orange sabayon

Desserts donated

Assorted cakes and brownies

Coffee, tea and decaf with milk, cream, sugar, sweet n'low, equal and lemon wedges

Beverages – Donated

Client has indicated that beverages will be donated. Please note that bar tenders, ice and bar fruit are supplied by (subcontractor name) . If donation of beverages is acceptable by the representatives of the (venue name) , all unused beverages must be removed from the (venue name) that evening, or other arrangements must be arranged with the facility management..

Labor

5 Chefs

2 Event Managers

1 Captain

22 Servers

1 Bussing manager

Rental – Provided by XYZ Catering Company

China, glassware, silverware, silver service

Kitchen and service equipment (Ovens, warmers and racks)

Coffee makers

Station and bar tables

Guest tables and chairs are provided by (subcontractor name) . All charges are in this proposal

Table and station linens and napkins are supplied by client and (subcontractor name) .

Add:

Raw bar – 300 small plates, 300 small cocktail forks, 300 martini glasses, décor and crushed ice

**ABC Charities,
 XYZ Catering Company & (venue name) Contract
 Saturday, February 28, 2004
 Page 3**

Special notes

XYZ Catering Company MUST approve any food vendors donating product for authenticity and food safety purposes.

Should additional food vendors be included in this event, there will be no liability placed upon XYZ Catering Company or the (venue name) . A release must be signed by a representative of ABC Charities prior to the execution of the event. If food vendors are not included in this event, pricing and food amounts will have to be adjusted accordingly.

ABC Charities has agreed to include XYZ Catering Company logo and signage in all print material pursuant to this event. Please mail all collateral to XYZ Catering Company. It has also been agreed that XYZ Catering Company will be allowed to include some collateral material in all thank you correspondence to the attendees. XYZ Catering Company will supply the collateral materials and would be willing to help out inserting the information into the envelopes.

Pricing Estimates – 300 guests

	Food	\$37.25 per person	\$11,175.00
	Labor		6,694.00
	Rental		3,833.70
	Table and chairs		1,159.44
	Linens – Decorative overlays for stations only		269.00
	Martini glasses		300.00
	Linens – Raw bar		60.00
	Flowers – Provided by florist		
	(state) Meals Tax – Please provide waiver certificate EXEMPT		
	Coat check		400.00
Bar service	Beverages to be determined		
	Fees are estimates for 6 bartenders only		900.00
Venue fee estimates – Determined by the venue			8,520.31
	Room (s) fee Donated		
	Janitorial/Cleaning		385.00
	Security		448.00
	Ushers and door		1,653.90
	Maintenance		1,694.87
	A/V equipment		4,338.54
	Additional fees for inner theatre		00.00
Total	(Does not include beverages)		33,311.45

Note: XYZ Catering Company gross donation totals \$8688.00 with the proviso that XYZ Catering Company name be on all promotional materials plus all thank you notes sent to the entire guest population will include a letter and/or brochure from XYZ Catering Company.

This menu has been priced out for a guest attendance of 300. Should numbers of attendees increase, pricing will change accordingly.

**ABC Charities,
XYZ Catering Company & (venue name) Contract
Saturday, February 28, 2004
Page 4**

Labor will increase should guests remain later than 11:00 p.m. at the rate of \$25.00 per server or bartender and \$28.00 per chef and event manager per hour.

Financial Terms:

A confirmation deposit of **\$9454.50** is required **immediately** in order to hold the date. This contract is not binding until XYZ Catering Company has received this check. This deposit is non-refundable. A second payment of **\$15000.00** is due **immediately** with final payment of **BALANCE** due no later than **February 18, 2004. (Credit card or certified bank check)**

In the event of cancellation, the client will be liable for any costs that have been incurred by XYZ Catering Company relative to this event. Any remaining balance will be invoiced under separate cover after the event has been completed and must be paid on the date of the event.

XYZ Catering Company. reserves the right to make reasonable menu or ingredient substitutions based upon availability or seasonality and will do so after explanation and approval from the client. For all purposes under this agreement, any written notice shall be sent postage prepaid, United States mail, certified, return receipt requested.

The estimated balance is subject to adjustment in the final bill, depending upon changes in the menu, the actual number of attending guests (if greater than the number given by the client), service overtime, miscellaneous charges or credits, if any.

Upon completion, XYZ Catering Company. henceforth must approve all requests and changes.

The final guarantee of the total number of guests is required by no later than **Friday, February 13, 2004**. Thereafter, the number of guests may not be reduced. If the final guarantee is significantly increased after this date, a surcharge will be applied.

Any adjustments or additions to the final balance is payable upon completion of the event. If the above arrangements meet with your approval, kindly sign below and return.

We look forward to sharing in the success of your very special event.

By: _____ Date: ___/___/___
(venue name) Management
_____ Printed name of signature

Agreed and Accepted
_____ Date: ___/___/___
_____ Printed name of signature

XYZ Catering Company, INC.

ADDENDUM

Publicity. Each party shall obtain the prior written consent of the other party concerning the content and plan of distribution of any public announcement, press release or advertisement concerning this Agreement. However, consent may be withheld by ABC Charities in its absolute discretion. This Agreement will immediately terminate if ABC Charities' name is used or otherwise disclosed without ABC's consent.

Confidentiality. Both Parties acknowledge that during the term of this Agreement, either Party may gain access to Confidential Information of the other Party, including donor information and patient information. Each Party shall protect the other Party's Confidential Information from unauthorized dissemination and use the same degree of care that such Party uses to protect its own like information, but in no event less than reasonable care. Neither Party shall use the other Party's Confidential Information for purposes other than necessary to directly further the purposes of this Agreement. Such purposes may include, but are not limited to, disclosures of Confidential Information in connection with the services provided by XYZ Catering Company. Both parties acknowledge that the restrictions relating to Confidential Information contained in this Agreement are reasonable and necessary to protect their legitimate interests, that violation of these restrictions could cause damage to the other Party, and that the other Party will be entitled to injunctive relief against each violation.

Standard of Care. It is agreed that the standard of care imposed upon XYZ Catering Company, by this Agreement is to act with the care, skill prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

Control of Work. XYZ Catering Company, shall be solely responsible for the conduct and control of the work to be performed under this Agreement by XYZ Catering Company, and its agents or employees.

No Agency. XYZ Catering Company, shall perform the services hereunder as an independent contractor and nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or master and servant between the parties hereto or any affiliates or subsidiaries thereof, or to provide either party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other party.

Modification. No modification, waiver or amendment of any term or condition of this Agreement shall be effective unless and until it shall be reduced to writing and signed on behalf of XYZ Catering Company, and (venue name) and ABC Charity.

Severability. If any term or provision of this Agreement should be declared invalid by a court of competent jurisdiction, the remaining terms and conditions of this Agreement shall be unimpaired.

Assignment. XYZ Catering Company, may not assign this Agreement without the prior written consent of ABC Charity

Paragraph Headings. Section headings are for convenience only and shall not be considered part of the terms and conditions of this Agreement.

Indemnification. Each party agrees to defend, indemnify, and hold harmless the other party, its parent(s), subsidiary(ies), affiliated and related companies, and their respective directors, officers, employees, and agents from any and all claims, demands, liabilities, lawsuits, settlements, actions, damages and expenses whether or not litigation is commenced (including without limitation, reasonable attorneys' fees) arising from or related to any gross negligence or acts of willful misconduct by that party, its employees, agents officers or directors, exclusive of any liability resulting from the negligence of the other party, its agents or employees.

ABC Charity agrees to defend, indemnify and hold harmless both XYZ Catering Company. and (venue name) . and their parent(s), subsidiary(ies), affiliated and related companies, and their respective directors, officers, employees, and agents from any and all claims, demands, liabilities, lawsuits, settlements, actions, damages and expenses whether or not litigation is commenced (including without limitation, reasonable attorneys' fees) arising from or related to use of food products donated to ABC Charity for the event.

This section shall survive any termination, cancellation or expiration of this Agreement.

ABC Charities, Inc.
(ABC)

John Q. Doe
Chief Operating Officer

(signatory name)
XYZ Catering Company

(signatory name)
(venue name)