



Catering Agreement

In consideration of the services to be provided by TheLateChef ("Caterer") for the benefit of _____ ("Client") at the event scheduled for _____ 20__ ("Event") as set forth in the attached invoice ("Invoice"), the Client agrees to the following terms and conditions:

1. In order to reserve the date of the Event, the Client must return a signed copy of this agreement to the Caterer along with a Deposit ("Deposit") or payment as follows:
 - (a) If the Agreement is delivered to the Caterer more than seven (7) days prior to the Event, the Client shall deliver to the Caterer, along with the Agreement, a Deposit equal to 50% of the invoice amount. The balance is due and payable no later than the 7th day after the Event.
 - (b) If the signed agreement is delivered to the Caterer seven (7) days or fewer prior to the event, the Client shall pay the full invoice amount when the signed Agreement is returned, plus a surcharge equal or 10% of the Invoice amount (the Invoice amount plus such surcharge being hereinafter referred to as the "Adjusted Invoice Amount").
2. At least seven (7) days prior to the Event, the Client agrees to inform the Caterer of the number of persons expected to attend the event and to pay for the amount confirmed or the actual number in attendance, whichever is the **greater**. If the actual number in attendance is greater than the amount confirmed, the Caterer cannot guarantee that adequate food will be available for all persons in attendance. If the actual number is attendance is more than 20% less than the number confirmed the Caterer **reserves** the right to increase the price per person.
3. If the Client fails to pay any payments when due prior to the date of the Event, this Agreement may be cancelled or rejected by the Caterer. The Client agrees that the Caterer shall not thereafter be obligated to provide any services hereunder. In such cases, of if the Client shall, for any reason whatsoever, cancel this Agreement, the Client acknowledges that it would be impossible to fix the damages from such cancellation, and the Client therefore agrees that the Caterer may retain (a) 50% of the Deposit (if this Agreement was delivered to the Caterer more than seven(7) days prior to the Event) or (B) 25% of the Adjust Invoice Amount (if this

Agreement was delivered to the Caterer seven (7) or fewer days prior to the Event), in each case as liquidated damages and not as a penalty, which represents a reasonable estimation of fair compensation to the Caterer for damages incurred by the Caterer resulting from such failure to pay, or cancellation, by the Client.

4. The Client agrees to indemnify and hold harmless the Caterer for any damage, theft or loss of the Caterer's property (including, without limitation, equipment plates, utensils, etc and motor vehicles) occurring at the Event that is caused by persons at the Event.
5. The Caterer shall not be responsible for inability to provide food or other services due to inclement weather or acts of God (including, without limitation, fire or earthquake).
6. In the event solicitor fees or other costs are incurred to secure performance of any of the obligations herein provided for, to obtain damages for breach thereof, or to obtain any other appropriate relief, whether by way of prosecution or defence, the prevailing party shall be entitled to recover from the losing party reasonable fees and costs incurred herein. This Agreement contains all of the terms and conditions agreed upon by the parties herein, oral or otherwise, shall be deemed to exist or to bind either of the parties hereto.
7. The Caterer will not provide crockery, cutlery or glasses unless otherwise stated. The Caterer will provide serving dishes, utensils and equipment required for the completion of the Event.

AGREED AND ACCEPTED:

Client: _____

Caterer: TheLateChef

By: _____

By: _____

Signed: _____

Signed: _____

Date: _____