

# The Fedora



1726 W Kathleen Avenue  
Coeur d'Alene, Idaho  
208-765-8888

## Catering Agreement

### General Agreement

THIS CATERING AGREEMENT is entered into this \_\_\_ day of \_\_\_\_\_, (YEAR) by and between:

Name of Client: \_\_\_\_\_; hereinafter referred to

as the "CLIENT" and Fedora Restaurant; hereinafter to as the "CATERER"

### Particulars

WHEREAS The CLIENT will have an event/function described as follow:

Event/Function:

Project Name:: \_\_\_\_\_

Location: \_\_\_\_\_

Date: \_\_\_\_\_

Time: \_\_\_\_\_

Guest Count: \_\_\_\_\_

Approx. Number of Adults \_\_\_\_\_ Approx. Number of Children \_\_\_\_\_

WHEREAS the CATERER is a duly and registered licensed catering company.

WHEREAS the CATERER agrees to provide catering services for CLIENT'S above stated event/function.

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NOW THEREFORE both parties bind themselves and agree as follows:

## **1. DEPOSIT**

Five hundred dollars (\$ 500.00) non-refundable booking is due and demandable at the time of booking, to be deducted from the Total Final Payment, unless other prior arrangements have been made.

## **2. FINAL PAYMENT**

Final Payment will be due and demandable 10-13 business days prior to the event date. Payment terms are available upon request.

## **3. COST**

Due to the fluctuating cost of food items, menu prices are subject to change within fourteen (14) business days of the event. When a drastic change in the menu ingredients cost occurs, CLIENT has two options.

- 3.1. CLIENT will pay the additional cost based on the current adjusted price, or
- 3.2. Substitute other menu items to maintain the agreed upon per person/platter menu.

## **4. PAYMENT METHOD**

All prices quoted are based on cash payments.

- 4.1. Payment by Managers Check or Credit Card will be subject to a service charge of 3-5% per amount of transaction and are due (13) business days prior to event date.
- 4.2. Check payments are due thirteen (13) business days prior to event date.
- 4.3. Cash payments are due ten (10) business days prior to event date.

## **5. SERVICE CHARGE**

There will be a twenty percent (20%) Service Charge for all event/function, unless otherwise specified. At the CLIENT's discretion, any extra gratuity will go directly to the service staff.

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## **6. GUEST COUNT**

Final Guest Count, not subject to reduction, is due ten (10) business days prior to the event date; unless paying by credit card, manager's check or personal check then final guest count is due thirteen (13) business days prior to event/function date. However, you may add additional guests up to three (3) days prior to your event date by noon (12pm) on the third (3rd) day. An invoice will be created for the additional Guests and must be paid prior to the event/function.

## **7. GUEST COUNT OVERAGE**

CLIENT will be only charged for the guaranteed number of guests served. If there are more guests that attend than the guaranteed guest count, the CATERER will charge the CLIENT accordingly.

## **8. CHILDREN**

Children under the age of three (3) are free of charge, unless CLIENT wishes to provide service/seating for them. Children four-seven (4-7) years of age will be charged at half price on the agreed upon cost per person.

## **9. FOOD QUANTITY**

CATERER will prepare five to ten (5%-10%) overage based on final number of guest count registered by CLIENT. Part of this overage is to include food for staff and/or service providers. CLIENT will not be charged for this unless overage is eaten by CLIENT'S guests.

## **10. LEFTOVERS**

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

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## **11. NON-ALCOHOLIC BEVERAGES**

CLIENT assumes the right to provide all or part of non-alcoholic beverages supplies as needed. CATERER may also provide these services when previously agreed upon in writing.

## **12. ALCOHOLIC BEVERAGES**

When alcoholic beverages are served at the event/function CLIENT must go through CATERER ONLY. CATERER will provide licensed bartender(s) for event/function. CLIENT may choose from three (3) options of our Bar Catering Services. \*See our Bar Catering Menu ...

## **13. TIME**

CLIENT will be billed for additional staff hours for any time extension beyond the prior agreed upon time.

## **14. CHANGE OF EVENT DATE or VENUE**

CATERER will apply the entire balance of CLIENT's deposit and prepayments (Less \$ 500.00), towards another event, subject to CATERER's availability. All costs are subject to change.

## **15. RENTALS**

CATERER may provide all or part of the rental items for the event. However, certain items may incur restocking & cancellation fees. If CATERER arranges rentals, for the CLIENT, through a rental company, there is a 15% handling fee charge to coordinate the delivery of rental items to the event. Our catering team can be available to set up your rental equipment; there will be an additional charge to the client. Any loss or damage to any rentals will be billed to CLIENT after the event.

## **16. STORAGE**

Prior approval from CATERER is required for any storage service before or after the event/function.

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## **17. ASSIGNABILITY**

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

## **18. CANCELLATION BY: CLIENT / VENUE / ACTS OF GOD**

All prepayments are returned in full (less the non-refundable booking fee of \$ 500.00) if the event is cancelled by CLIENT, the VENUE or by an ACT OF GOD, 180 days or more, from the event date.

18.1. If the event is canceled, between ninety (90) days and one hundred seventy-nine (179) days from the event date, all prepayments are returned to CLIENT in full (less the non-refundable booking fee of (\$500.00) and less Fifty percent (50%) of prepayment amounts up to but no more than \$1,000.00.

18.2. If the event is canceled, within eighty nine (89) days of the event date, all deposits and pre-payments are forfeited in full.

18.3. If Fedora Catering is able to re-book the date with a similar event, all prepayments and deposits are returned in full, (less \$500.00 service fee).

## **19. CANCELLATION BY CATERER**

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

19.1. IF CATERER terminates this contract before thirty (30) day period prior to the event date, all deposits and prepayments will be returned within ten (10) business days.

19.2. IF CATERER terminates this contract within the thirty (30) day period to the event date, all deposits and prepayments will be returned in full within ten (10) business days as well as an additional \$250.00 as penalty.

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## **20. DAMAGE**

20.1. CATERER assumes no responsibility for ANY damage or loss of merchandise, alcohol, equipment, furniture, clothing or other valuables prior to, during or after the event. CATERER will do everything possible to ensure that all of CLIENT's supplies, rentals and equipment are cared for and maintained in good working order and without damage.

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

## **21. CATERER LIABILITY**

CLIENT absolves CATERER from any third party claims, except for actions caused by CATERER and/or negligence of its employees. Such claims to amount to a maximum amount of USD Two hundred (\$200.00) only.

## **22. INSURANCE**

22.1. IF CLIENT is having alcohol served at event/function CLIENT must provide a one-million dollar (\$1,000,000.00) Alcohol/Liquor Liability Insurance naming: Tina Marie Bishop Events & Décor as:  
ADDITIONAL INSURED

22.2. CATERER maintains a one-million dollar (\$1,000,000.00) insurance policy for food/service/alcohol/liquor Liability Insurance.

## **23. TAXES**

CLIENT will be charged the applicable current rate for all services rendered as determined by the concerned government body.

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## 24. UNLAWFUL ACTIVITIES

The CLIENT will comply with all the laws of the United States of America and the State of Washington, all municipal ordinances and all lawful orders of police and fire departments, and will not do anything on the event/premises in violation of any laws, ordinances, rules or orders. This also, includes the rules of the venue itself. If unlawful activities should occur on the premises, and the event is cancelled, there will be NO refund of any kind from CATERER to CLIENT. i.e. alcohol, underage drinking, fireworks, fights, etc.

## 25. AMENDMENT AND SUPPLEMENT

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

## 26. GOVERNING LAW

It is the intention of the parties to this Agreement that this Agreement and the performances under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with the governed, to the exclusion of the law of any other forum, by the laws of the State of Idaho, without the regard to the jurisdiction in which any action or special proceeding may be instituted.

**I agree in full to the above contract terms and policies.**

IN WITNESS THEREOF, the parties hereto have duly executed this Agreement on \_\_\_\_\_.

CLIENT: \_\_\_\_\_

PHONE or Cell: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

CATERING DIRECTOR: \_\_\_\_\_