

# CATERING SERVICES AGREEMENT

This Catering Services Agreement (the "Agreement") is dated as of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ ("Contractor") and \_\_\_\_\_ ("Client") (collectively the "Parties").

The Parties agree as follows:

**1. SERVICES:** Contractor will perform the catering services described below (the "Services"): *(check all that apply)*

- Entrée preparation (breakfast ; brunch ; lunch ; dinner ; other \_\_\_\_\_ )
- Beverages (check here , if alcoholic beverages are to be provided)
- Furniture/tableware (tables ; chairs ; buffet station ; silverware/plates )
- Hors d'oeuvres (check here , if passed hors d'oeuvre service is to be included)
- Wait service (Specify number of waiters/waitresses \_\_\_\_\_)
- Specify additional details/services: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

*(attach an appendix if you require more space to detail services)*

**2. TIME OF COMPLETION:** *(mark the applicable provision)*

- The Services shall be performed on \_\_\_\_\_, 20\_\_\_\_, for \_\_\_\_\_ *(specify the type or name of event, if desired)*, commencing at \_\_\_\_:\_\_\_\_.m., and concluding at \_\_\_\_:\_\_\_\_.m., at \_\_\_\_\_ *(location)*. Time is of the essence. *(more appropriate for one-time service)*
- The Services are ongoing, and shall be completed \_\_\_\_\_ *(e.g. weekly, bi-weekly, daily, etc.)*, commencing on \_\_\_\_\_, 20\_\_\_\_. The Services shall be performed on \_\_\_\_\_ *(insert day of the week)* between the hours of \_\_\_\_\_ a.m. and \_\_\_\_\_ p.m. *(more appropriate for on-going service)*.
- The Services are ongoing, and shall be completed as required by the Client, for the duration of the term of this Agreement.

3. **EQUIPMENT:** *(mark the applicable provision)*

- Client shall provide the following equipment for Contractor's use when performing the Services: \_\_\_\_\_ . Contractor shall provide all other equipment necessary to perform the Services.
- When performing the Services, Contractor will use his/her own equipment.

4. **PAYMENT:** *(mark the applicable provision)*

- Client shall pay Contractor for the Services the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_). *(This is more appropriate for a one-time service)*
- Client shall pay Contractor for the Services the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_ ) per \_\_\_\_\_. *( e.g. week, month, session, etc.--this is more appropriate for ongoing services)*

The payment(s) shall be paid in the following manner:

\_\_\_\_\_  
\_\_\_\_\_  
*(Here you will need to describe how the payments will be made. Will you make the payments weekly, at the completion of the project, etc.?)*

5. **OTHER EXPENSES/ACCOMODATIONS:** Client shall reimburse Contractor for the following expenses only:\_\_\_\_\_

\_\_\_\_\_. *(If none, write "none.")*

Client shall be responsible for providing to the Contractor the following accommodations only: \_\_\_\_\_

\_\_\_\_\_. *(If none, write "none.")*

6. **TERM:** *(mark the applicable provision)*

- The term of this Agreement shall begin on \_\_\_\_\_, 20\_\_\_\_, and shall expire on \_\_\_\_\_, 20\_\_\_\_. *(more applicable for one-time services)*
- The term of this Agreement shall begin on \_\_\_\_\_, 20\_\_\_\_, and shall continue until terminated by either Party. Termination requires the terminating Party to give prior written notice to the non-terminating Party. *(more applicable for ongoing services)*

7. **NOTICE:** Any notice required to be given to either Party under this Agreement shall be sent via registered U.S. Mail to the appropriate address below:

If to Client:

If to Contractor:

_____	_____
_____	_____
_____	_____
_____	_____

**8. GENERAL PROVISIONS:**

- (a) All work shall be completed in a professional manner, and if applicable, in compliance with all building codes and other applicable laws.
- (b) To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform the work.
- (c) Contractor warrants that it is adequately insured for injury to its employees and others incurring loss or injury as a result of the acts of Contractor or its employees.
- (d) In the event Client shall fail to pay any periodic or installment payment due hereunder, Contractor may cease work without breach pending payment or resolution of dispute.
- (e) Contractor shall not be liable for any delay due to circumstance beyond its control.
- (f) Contractor is an independent contractor and not an employee of Client.
- (g) Any changes to this document must be signed by both Contractor and Client.
- (h) This Agreement shall be construed in accordance with the laws of the state of \_\_\_\_\_.
- (i) Neither the Client nor the Contractor may assign this Agreement without prior written consent from the non-assigning party.
- (j) The headings of the sections herein are for convenience only, and shall not affect the meaning of the provisions of this Agreement.
- (k) This Agreement constitutes the entire agreement between the Client and the Contractor, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

**IN WITNESS WHEREOF** the Parties have executed this Agreement on the date first written above.

**CLIENT:**

**CONTRACTOR:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Title (if applicable)

\_\_\_\_\_  
Title (if applicable)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date