

**CATERING SERVICES AGREEMENT**

This Catering Services Agreement (the "Agreement") is entered into by and between Sterk's Catering, Inc., (Sterk's), of 580 W. Lorain Street, Oberlin, Ohio 44074, and \_\_\_\_\_, ("Customer," whether one or more), whose address is \_\_\_\_\_ Telephone: \_\_\_\_\_, and e-mail address: \_\_\_\_\_

WHEREAS, the Customer desires to hire Sterk's to provide catering services for an event of Customer; and

WHEREAS, Sterk's agrees to provide such catering services to Customer in accordance with the terms of this Agreement.

NOW, THEREFORE, for valuable consideration given, the receipt of which is hereby acknowledged, Customer and Sterk's hereby agree as follows:

1. The Event. The event/function to be held by Customer is as follows (the "Event"):

Date of Event (the "Event Date"):	
Location of Event/Venue:	
Menu Package/Style Selected:	
Price Per Person:	
Estimated Guest Count:	
Serving Time:	
Non-Refundable Deposit*:	\$
Linens & 50% Pmt Due: ( )::	\$
Finalization Date:	
<b>Estimated Balance</b>	<b>\$</b>

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Sterk's Catering, Inc.**

**Customer:**

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

\*Deposits are non-refundable as liquidated damages, are not refundable under any circumstances, and are not transferable with the exception of a pandemic and then only transferable in the event of a government issued

shutdown. New date must be within 12 months of the shutdown being lifted and for the same services and guest count; the then current price may apply.

2. Payment to Sterk's. In exchange for the use of the catering services provided by Sterk's (as described herein) Customer shall pay to Sterk's the total sum to be paid as follows:
  - a. Non-Refundable Deposit. On the effective date of the Agreement, Customer shall pay to Sterk's an initial, non-refundable deposit as liquidated damages the amount which is twenty percent (20%) of the total invoice up to a maximum of \$500.00. The Non-Refundable Deposit shall secure the catering services of Sterk's for the Event Date and is not refundable under any circumstances. Deposits are not transferable with the exception of a pandemic. Deposits will be transferred to a new date in the event of a government issued pandemic shutdown for the same services and guest count within 12 months of the pandemic being lifted. The then current price may apply.
  - b. Half Down. Three months prior to the event, a payment of 50% of the estimated balance is due to Sterk's.
  - c. Balance Due. The remaining balance due and owing to Sterk's by Customer under this Agreement shall be paid at least ten (10) days prior to the Event Date. A line item statement of all amounts charged by Sterk's to Customer pursuant to this Agreement, including but not limited to menu costs, other costs, is attached hereto. Gratuities are at the Customer's sole discretion. In the event Customer fails to pay the balance due at least ten (10) days prior to the Event Date, Sterk's is permitted to cancel the Event and terminate this Agreement in its sole discretion and retain the Reservation Deposit in its entirety. Package/Per Person rate is guaranteed to not increase more than 30% due to current market value. Customer will be notified in advance of any price changes; modifications to event may be done at that time to minimize/avoid increase.
  - d. Cancellation. In the event of a cancellation for any reason, customer shall pay Sterk's 50% of the Balance Due within 3 days of the cancellation date. Cancellation must be in writing via email.
  
3. Catering Services. Sterk's agrees to provide catering services to Customer in accordance with this Agreement and the attached statement (which includes the menu and related items selected by the Customer). If Customer requests amendments or changes to the final menu, final guest count (as specified herein) or any other change to this Agreement, any and all requested amendments and changes shall not be binding on Sterk's unless agreed to in writing by the parties and appropriate charges are agreed upon and paid to Sterk's. Final guest count shall include all guests and any professionals hired by Customer (DJ's, photographers, venue staff, etc.). Sterk's has no agreements with any venue to provide extra food. Customer agrees that he/she/it is solely responsible for rental of the event venue, including but not limited to any and all facility costs, facility equipment (such

as tables, chairs, etc.) and the set up and tear down of tables and chairs. At its discretion, Sterk's may permit Customer to take home certain leftover food, but Sterk's shall not be responsible or liable for leftover food taken home by the Customer or Customer's guests.

Beverages are an optional service provided by Sterk's if purchased by the Customer unless otherwise specified in a package. If provided for in the attached statement, Sterk's will make available Iced Tea (unsweetened), Lemonade (or Punch) and Coffee (regular).

In the event Sterk's provides these beverages for the Event, disposable hot and cold cups, sugar, sweetener and creamer will be provided by Sterk's, unless otherwise stated in a package. Beverages are for the dinner hour only and not throughout the entire event. Under no circumstances will Sterk's provide and/or serve alcoholic beverages at the Event and/or provide bartending services at the Event.

Sterk's service time for the Event is set forth in paragraph 1 of this Agreement. No adjustments will be made to Customer by Sterk's in the event Customer's guests do not attend the Event.

Sterk's will provide appropriate staff at the Event based on the Guest Count set forth in paragraph 1 of this Agreement. Sterk's reserve the right to increase and/or decrease its staff if changes to the guest count and/or menu occur or in the event Customer requests Sterk's to perform non-standard work. Further, Customer shall pay to Sterk's all amounts billed by Sterk's for additional staff hours for late starts at a rate of \$35.00 per half hour per staff member in half hour increments.

Sterk's does not provide paper products or plastic utensils for the bar, cake, or other services not provided by Sterk's. Customer will provide cake plates, plastic forks and napkins for the cake.

7. Cleanup. At the conclusion of dinner service, Sterk's will remove its equipment and property from the location of the event, with the exception of linens (if included in the package). All linens must be returned to Sterk's the next day between 10:00am-12:00pm. A late fee of \$100.00 applies to late returns. Items damaged will be charged damage fees (located on menu). Charges will be applied to the credit card on file.
8. Permission to Enter Property/Parking. Customer agrees that it will obtain any and all necessary licenses, permits and/or permissions for Sterk's to enter onto the property at which the Event is taking place in order to provide the catering services set forth herein. Customer agrees that it will have suitable parking made available for use by Sterk's and its staff at the Event.
9. Hold Harmless. Customer agrees to indemnify and hold Sterk's harmless against any damages, losses, costs, liabilities or expenses suffered by Sterk, as a result of any personal injury or property damage arising from the negligence or breach of this Agreement by Customer or Customer's employees, contractors, agents or guests. Sterk's assumes no

responsibility for any damages or loss of merchandise, equipment furniture, clothing or other items prior to, during or after the Event.

10. Security. Customer or venue determines that security will be necessary and will be hired/paid by Customer or venue.

11. Customer's Personal Property. Customer is solely responsible for its own personal property.

12. Miscellaneous Terms.

a. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

b. This Agreement may not be assigned.

c. This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

d. No amendment, modification or alteration of the terms hereof, including any changes to the menu or the number of guests at the Event, shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto. Sterk's may not accommodate changes to, or modifications of the Event with 10 days of the Event Date.

e. This Agreement is the entire agreement between Sterk's and Customer and supersedes any other representations or understandings. This Agreement may be amended only by a written agreement signed by the parties.

f. This Agreement is not assignable by Customer without the prior written consent of Sterk's.

g. Customer will comply with all applicable federal, state and local laws and regulations and all lawful orders of the police and fire departments as it relates to the Event. In the event the Event is cancelled as a result of Customer's failure to comply with all applicable federal, state and local laws and regulation and all lawful orders of the police and fire departments, Customer will not be entitled to any refund of any amounts paid to Sterk's.

h. If Sterk's must take legal action to collect any amount due hereunder, Customer shall pay all court costs plus attorney's fees incurred by Sterk's in bringing such legal action.

i. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.