

CATERING SERVICES AGREEMENT

THIS CATERING SERVICES AGREEMENT (the "AGREEMENT") dated this day _____

BETWEEN:

_____ of _____

(the "Client")

-AND-

Porches Café of 1030 Chair Rd

(the "Caterer").

BACKGROUND:

- A. The Caterer is agreeable to providing such services to the Client on the terms and conditions set forth in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Caterer (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

1. The Client hereby agrees to engage the Caterer to provide the Client with services (the "Services") consisting of _____, on the date of _____, at the time(s) of _____, with _____ (number) guests in attendance.

Terms of Agreement

2. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The term of this Agreement may be extended by mutual written agreement of the Parties.

Compensation

3. For the services rendered by the Caterer as required by this Agreement, the Client will provide compensation (the "Compensation") to the Caterer as follows:
 - A deposit of 15% of the event will be put down one week prior to the agreed upon date, with full remainder of payment to be remitted on the date of the event.
 - In the event that either Party wishes to terminate this Agreement prior to completion of the Services, that Party will be required to provide at least one week (7 days) notice to the other Party
 - In the event the Client cancels and terminates this Agreement five (5) days or less from the agreed date of service, the Caterer retains the right to the 15% deposit due to preparatory services rendered.
4. The Compensation as stated in this Agreement does not include sales tax, 20% labor gratuity, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client, in addition to the Compensation.

Reimbursement of Expenses

5. In connection with providing the Services hereunder, the Caterer will only be reimbursed for expenses that have been approved in advance by both Parties as displayed in attached price sheet.

Additional Resources

6. If necessary, the Caterer agrees to supply the Client with the resources of televisions or a projector if deemed necessary.

Menu and Guest Guarantees

7. The Caterer reserves the right to make small changes to the menu when necessary, if ingredients are unavailable due to reasons beyond the control of the Caterer. If a drastic change in ingredients occurs within your established menu, you have two options...
 - A new cost (maintaining your present menu) will be assessed based on current market prices and you (Client) may agree to a new price -OR- substitute menu items will be presented to the Client in order you to maintain the agreed upon per person/catering price within your catering file.

8. All changes to the menu must be submitted to the Caterer by _____, or 7 days prior to the agreed upon event date. Client will ONLY be charged for the predetermined guaranteed number of guests served unless you have more attendees than the guarantee AND Caterer was required to purchase more Food and Beverages to accommodate you. Each additional guest will be charged the applicable price per head for the additional food and services provided.
9. Once the Client and Caterer have agreed upon a head count for the event, the Client must provide one week (7 days) notice if the number of guest count is less than originally agreed upon. Anything after the 7 day window, the Client will be charged for the previously agreed upon headcount, no matter how many people may be in attendance.
10. All changes to the number of guests must be submitted to the Caterer one week (7 days) prior to the event date. If not made within this time frame, Client will be charged for the original pre-determined number of guests.
11. Porches Café will generally prepare overage based on the final number of guests we receive from you. The Client will not be charged for this service. NO overage will be provided for bag/box lunches, unless specified within the catering file.
12. Children under the age of 7 are not charged for catering unless Client wishes to provide a specific menu for them.

Leftovers

13. Client or Caterer may package up leftovers that are not able to be reused by the Caterer (food that has been out on a buffet). The Client is responsible for providing appropriate containers to place leftovers into. If there are no appropriate containers, all food will be disposed of on site. Once the leftovers are returned to the kitchen, the Caterer is not required to provide the Client with any remaining food.

Ownership of Materials and Intellectual Property

14. All Intellectual Property (including but not limited to recipes, formulas or similar related materials) including any related work in progress that is developed or produced under this Agreement, will be the property of the Caterer. The Client is granted a non-exclusive limited-use license of this Intellectual Property.

Capacity/Independent Contractor

16. In providing the Services under this Agreement, it is expressly agreed that the Caterer is acting as an independent contractor, and not as an employee. The Caterer and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for the service.

Governing Law/Severability

15. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance and governed, to the exclusion of the law by any form, by the laws of North Carolina, without regard to the jurisdiction in which and action or special proceeding may be instituted.

16. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

17. The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same of any other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under the hand and seal of this day_____.

(Client)

Today's Date_____

Client's Printed Name_____

Client's Title_____

Function Type_____

Function Date_____

Porches Café

1030 Chair Rd.

Castle Hayne, NC 28429

(910) 675-9090

***Menu for event and price sheet attached**