



Individual Catering Agreement:

This CATERING AGREEMENT is entered into this ___ day of _____ 2019 by and between _____ (Client Name), hereinafter referred to as the “CLIENT” and Tomé Catering, hereinafter referred to as the “CATERER”. This Agreement, the Terms and Conditions, and the attached addendum set forth the agreement between the Parties relating to catering services to be provided by the CATERER for the CLIENT for the event identified in this Agreement (EVENT).

Event/Function Name: _____

Location: _____

Date: _____

No.	Service	Description	Initial
1.	SERVICES	Caterer shall perform for Client certain catering services at the Event, as further defined and specified in Exhibit A Picklist attached to this agreement, which might include providing food and beverages, utensils, dishes, and containers, bar services, staffing and rentals	
2.	PAYMENT	Initial Estimate: Within 10 days of its receipt of the Catering Information Sheet, the Caterer shall provide an initial estimate of its charges for the Event. The Initial Estimate shall include an itemization of all costs and fees for services requested by the Client. At the time of execution of this Agreement, the Client must confirm and complete the information detailed in Exhibit A, Client shall confirm the reserved date for the Event by payment of 10% of the Initial Estimate.	
		Deposit: On or before the 30 days prior to the Event, the Client must provide a nonrefundable deposit of 50% of the Initial Estimate to the Caterer to secure the date of the Event and ordering of product for the Event.	
		Final Invoice: Within 10 days after the Event, the Caterer shall provide the Client with a final invoice, which shall provide an itemized list of all costs and fees actually incurred by the Company in connection to the Event. The Company shall pay the Caterer the balance of the Final Invoice (less any payments, including any Deposits, previously made) within 14 days of its receipt thereof. Section 13 of the Terms and Conditions applies to late payments.	
3.	CANCELLATION BY CLIENT	Refund and Cancellation Policy: The Caterer will issue a partial refund to the Client for the deposit amount if the Client provides 14 days prior to the Event.	
4.	CANCELLATION BY CATERER	Caterer reserves the right to terminate this contract for any valid reason.	
		If Caterer terminates this contract before thirty (30) day period prior to the event date, all deposits and prepayments will be returned in full within ten (10) days.	
		If Caterer terminates this contract within the thirty (30) day period prior to the event date, all deposits and prepayments will be returned in full within ten (10) days.	
5.	MENU, FOOD & BEVERAGES	The parties have agreed on the menu of food and beverages attached to this Contract as Exhibit A. The Caterer reserves the right to make small changes to the menu if key ingredients are unable to be sourced due to reasons beyond the control of the Parties. Changes to a menu made less than thirty (30) days prior to the event date, are subject to a fee based on the discretion of Caterer.	



6.	OUTSIDE FOOD & BEVERAGES	Neither the Client nor any of its guests may bring in or remove any food or beverages from the Event Location without prior written agreement of the Caterer.	
7.	NUMBER OF ATTENDEES	Initial Estimated Attendance. The initial estimated attendance of the Event of adults and of children under the age is set out in the attached Exhibit A.	
		Notice Five Days in Advance. Client shall give Caterer written notice of the final estimated attendance of the Event 5 Business Days before the Event (the "Final Estimated Attendance").	
		Failure to Notify. If Client fails to notify Caterer of the Final Estimated Attendance, Caterer may consider the estimated attendance as the Final Estimated Attendance when preparing to provide the serviced detailed in Exhibit A.	
		Services above Final Estimated Attendance. If the actual number in attendance at the Event is greater than the stated amount, the Caterer cannot guarantee that sufficient food and beverage will be available for all persons in attendance of the Event. If the actual number of guests in attendance is less than the stated amount, the Client will still be charged for the total guest amount confirmed by the Client.	
8.	VENUE DETAILS	The Caterer will need to have access to the Venue no later than 3 hours in advance of the Start Time for the Event, and 2 hours after the End Time for cleanup. The Client is responsible to make all necessary arrangements, at Client's expense, to get this access arranged.	
		Responsibilities for Related Costs: The Client is solely responsible for all costs and/or deposits relating to the use of the Venue, and for obtaining any necessary permissions, authorizations, or other requirement of Caterer providing services at the Venue.	
		Change of Event Date or Venue: Caterer will apply the entire balance of Client's deposits and prepayments towards another event, subject to Caterer's availability. All costs are subject to change.	
9.	BEVERAGES	Client assumes the right and responsibility to provide all or part of the bar/beverage supplies and/or service as per venue guidelines and previous agreements with Caterer set out in Exhibit A. Caterer is never liable for any bar/alcohol related incidents when service is being provided by any party other than a Tomé Catering TABC Licensed Caterer exclusively. Caterer may also provide beverage service or Bar Support as previously agreed upon in Exhibit A. When Caterer is responsible for hosting the bar, no outside alcoholic beverages are permitted to be opened or served by any party other than a TABC licensed Caterer. Caterer has the exclusive right to cease alcohol service and shut down the bar if Caterer finds that any attendees have illegally brought in/opened/served alcohol outside of a hosted bar with a TABC Licensed Caterer. Fines may be imposed if this guideline is not met.	
10.	EVENT STAFF GRATUITY	Event staff gratuity is NOT included in Client's event/function invoice. At the Client's discretion, gratuity for Tomé Catering staff working event/function is appreciated and can be given directly to event service staff at the close of event/function. You may also contact Caterer before or after event to arrange payment of gratuity in another form.	
11.	LEFTOVERS	In accordance with appropriate Health Codes, Caterer reserves the right to discard any leftover food items, after the agreed upon event timetable, where there is a reasonable risk for food borne illness to occur. Caterer is not responsible for any use of leftovers by Client or its guests.	
12.	STORAGE	Prior approval from Caterer is required for any storage service at Tomé Catering property before or after the event/function. Fees may apply.	



13.	ASSIGNMENT	This contract is not assignable without the prior written consent from the Caterer.
14.	DAMAGE	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. 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 staff.
15.	CATERER LILABILITY	Client waives, releases, absolves and discharges Caterer and agrees to hold Caterer harmless from any third-party claims, except for actions caused by Caterer and/or negligence of its staff.

EXECUTIVE DECISIONS: Caterer reserves the right to make executive decisions in order to follow prior agreed upon arrangements and ensure best practices and procedures for catering success.

UNLAWFUL ACTIVITIES: The Client will comply with all the laws of the United States of America and the State of Texas, all municipal ordinances and all lawful orders of police and fire departments, and will not do anything on the event/function premises in violation of any laws, ordinances, rules or orders. 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.

LICENSING: The Caterer warrants that the Caterer currently holds a valid license under the laws of the State of specify your state to perform the work. Work performed will be done so in compliance with all applicable local, state, or federal statutes and regulations.

COMPLIANCE WITH FOOD AND BEVERAGE LAWS: Caterer shall ensure that all federal, state, and local Laws related to food and beverage purchases and consumption are strictly enforced.

INSURANCE REQUIREMENT. Caterer shall maintain the insurance necessary to cover its obligations and responsibilities under this agreement, or any amount required by Law.

REPRESENTATIONS: Authority to Sign: Each party promises to the other party that it has the authority to enter into this Contract and to perform all of its obligations under this Contract.

MODIFICATION(S): To change anything in this Contract, the Client and the Caterer must agree to the change in writing and sign a document showing their contract.

SIGNATURES: The Client and the Caterer must sign the document either electronically or in hard copy. If this document is signed in hard copy, it must be returned to the Caterer for valid record. Electronic signatures count as originals for all purposes.

TERM AND TERMINATION: This Contract ends _____, unless the Client or the Caterer ends the contract before that time.

GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and performable in Angelina County, Texas.

IN WITNESS THEREOF the parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the date first set forth above.

TOMÉ CATERING

CLIENT

Britany Vinson - Chef/Owner

DATE: _____

DATE: _____



In consideration of the services listed herein, upon acceptance Tomé and the customer named herein agree as follows:

- 1. DISCLAIMER OF WARRANTY: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TOME' IS PROVIDING SERVICES AND FOOD "AS IS" WITHOUT WARRANTIES, CONDITIONS, REPRESENTATIONS OR GUARANTIES OF ANY KIND, EITHER EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. TOME' DOES NOT WARRANT ITS OFFERINGS WILL BE UNINTERRUPTED OR ERROR FREE. CUSTOMER BEARS THE ENTIRE RISK AS TO THE RESULTS, QUALITY AND PERFORMANCE OF THE SERVICE SHOULD THE SERVICE PROVE DEFECTIVE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY A TOME' AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THE AGREEMENT.
2. LIMITATION OF LIABILITY: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT AND UNDER NO LEGAL THEORY SHALL TOME' OR ANY OTHER PERSON WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION, OR DELIVERY OF THE PRODUCTS OF TOME' AND ITS OFFERINGS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY GENERAL, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR OTHER DAMAGES OF ANY CHARACTER ARISING OUT OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICE, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, LOSS OF DATA, LOSS OF PROFITS, LOSS OF ASSIGNMENTS, DATA OR OUTPUT FROM THE SERVICE BEING RENDERED INACCURATE, FAILURE OF THE TOME' SERVICE TO COMPLY WITH DECOR OR ARRANGEMENTS, DAMAGES FOR LOSS OF GOODWILL, BUSINESS INTERRUPTION, OR ANY AND ALL OTHER DAMAGES OR LOSSES OF WHATEVER NATURE, EVEN IF TOME' HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.
3. Customers will provide SATISFACTORY facility access, clearance and assistance at customer's expense, unless stated or agreed in writing otherwise.
4. Reasonable care will be exercised in the moving of equipment in and out of site.
5. Tomé accepts no liability or responsibility for damage to parking lots, road surfaces, vehicles, equipment and other equipment not utilized by Tomé.
6. All food and materials retained by or kept by Customer after the event reflected by this Agreement is the sole property and subject to the sole care of Customer. Leftover food must be maintained in appropriate and safe environments and prepared appropriately. Customer understands that the leftover food and materials are "AS IS" and that Customer waives, releases, and discharges Tomé and specifically assumes any and all claims, right, liability or responsibility of Tomé, its employees and representatives, regarding any storage, maintenance, use or consumption of leftover food and materials.
7. All prices are as stated on this Agreement, unless otherwise agreed in writing. The amount charged represents travel time both ways plus job time. Minimum hour requirements apply.
8. For hourly jobs, time is charged for all travel, set up, breakdown, and getting in and out of the facility from nearest public road.
9. Quote is based on availability at time of confirmed order and invoice.
10. Except as otherwise mutually agreed in writing, this document is a proposal of service between Tomé and customer, and not a guaranty of service. Customer must execute a valid agreement for performance of the agreed service.
11. Customer will provide representative to direct Tomé setup operation.
12. Customer is responsible for facility preparation other than services provided by Tomé, and solely at the Customer's risk. Tomé provides no warranty whatsoever concerning the condition of such facility or its fitness for the Customer's specific application. Customer assumes all responsibility and liability for the adequacy of the facility.
13. Full payment is due at time services are rendered. Signature of Customer and or authorized representative denotes acceptance of terms and conditions, responsibility for payment and approval of charges stated on this quote. All invoices are due and payable in Tomé at the designated address. Customer agrees to pay interest of 1 1/2% per month, which is 18% per annum on this invoice if it is not paid within stated terms, plus all accounting, mailing, collection, filing, court and attorney's fees incurred in the collection of such indebtedness.
14. Credit accounts can ONLY be set up and approved through Tomé's office prior to job start. No jobs will be charged unless Customer has a current and satisfactory account already on file.
15. Any prevention, delay or stoppage due to lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, governmental action, domestic or foreign, riot, civil commotion, act of terrorism, war or, natural disaster and other casualty and all other causes beyond the reasonable control of Tomé shall excuse Tomé's performance for a period equal to such prevention, delay or stoppage. Customer hereby waives all claims against Tomé for any delay or loss of by reason of any shutdown, or force majeure.
16. The validity or construction of the agreement, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas. The obligations and undertakings of each of the parties to this agreement shall be performable at the principal place of business of Tomé.
17. In case anyone or more of the provisions contained in this quote and contract agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such shall not affect any other provision thereof and this agreement shall be construed as if such provision had never been contained herein.
18. Except as otherwise mutually agreed in writing, this document is the complete agreement between Tomé and customer, and supersedes all other agreements or understandings, written or oral.

Customer or authorized representative undersigned accepts all stated Terms and Conditions:

Name & Title _____ Date: _____
Sign: _____