



## Catering Contract:

THIS AGREEMENT (the "Agreement") is made and entered into this day, **April 1, 2020**, by and between Olive & Nectar ("Caterer") and **Clients Name** ("Customer"/ "Booker").

WHEREAS, Customer desires to contract Olive & Nectar for upcoming ("Event") in the amount of \$1567.34 on **August 22**; for 50 people in Santa Ana, Ca for their wedding.

WHEREAS, Caterer seeks to provide food catering services built around its concept and brand; NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

### I. EVENT TERMS

1.1 Payment Terms. An executed copy of the Agreement must be returned with a 50% deposit in order to secure a reservation for the event catered by Caterer. This deposit is only refundable if the Event is cancelled within the terms of the Agreement. Final payment of the remainder balance is due five (5) days prior to the Event. Caterer may cancel the Agreement at anytime if Customer does not adhere to the payment schedule. If cancelled by Caterer for untimely payment, Customer forfeits all deposits paid. Caterer will accept cash and checks as forms of payment. Customer checks must be received five (5) business days prior to the event for clearance, payable to: Olive & Nectar.

1.2. Private Parking. Customer agrees to provide private parking for the Event. Customer acknowledges that in the event Caterer is unable to park in the provided private parking space, all monies for the event will be retained in full by Caterer. Customer must also provide parking for all event staff, or be reimbursed for parking fees incurred during the Event.

## II. MISCELLANEOUS PROVISIONS

2.1 Cancellations. 50% of the deposit amount (\$783.67) constitutes a reservation fee to secure the event date ("Reservation Fee"). The Reservation Fee is non-refundable. Due on **April 30, 2019**. If the Event is canceled within 30 days prior to the Event date, Caterer will retain the full deposit. If the Event is canceled fourteen (14) days or less prior to the Event date, the full amount of the event will be retained and/or owed to Caterer. If a party is booked within 14 days of the event, this deposit will remain non refundable. The remainder payment is due April 2,2019.

2.2 Attorney Fees. Customer agrees to pay all costs and attorney fees realized by Caterer for the purposes of collecting any amounts due hereunder, including, but not limited to, reasonable attorneys' fees, court costs and expenses.

2.3 Liability. Customer agrees to indemnify and hold Caterer harmless against all claims for injury, illness, or damage to persons or property arising out of any act, omission, negligence, or misconduct on the part of said Customer or any of its agents, guests, patrons, or invitees. 2.4 Personal Property. Caterer cannot assume responsibility for personal property and equipment brought into the Customer's private property during the event. 2.5 Force Majeure. Neither party shall be responsible for failure to perform this contract if circumstances beyond their control, including, but not limited to; acts of God, shortage of commodities or supplies to be furnished by Caterer, governmental authority, or declared war in the United States make it illegal or impossible for Caterer to hold the event.

\_\_\_\_\_  
Authorized Client Signature



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Olive & Nectar

April 1, 2020

Date