

FATTE ALBERT'S PIZZA CO.

CATERING CONTRACT

THIS AGREEMENT is hereby entered into between Fatte Albert's Pizza, hereinafter referred to as "Caterer," and \_\_\_\_\_, hereinafter referred to as the "Client" on this \_\_\_\_\_ date of \_\_\_\_\_, 202\_\_.

In consideration of the mutual promises herein, the parties agree as follows:

1. Event Details.

- a. Date:
- b. Start Time:
- c. End Time:
- d. Address:
- e. Mileage Cost, if any:
- f. Package #:
- g. Estimated Number of Persons:
- h. Total Cost:
- i. Deposit Required:

2. Packages and Compensation.

- a. Packages, which do not include any "to-go" food, are available as follows:
  - i. Package 1 includes buffet style pizza only with choice of 4 pizzas from Caterer's current menu. Package 1 shall be provided to Client for \$18/person if specified.
  - ii. Package 2 includes buffet style pizza only with choice of 4 pizzas from Caterer's current menu and family sized salads. Package 2 shall be provided to Client for \$22/person if specified.
  - iii. Package 3 includes buffet style pizza only with choice of 4 pizzas from Caterer's current menu, family sized salads and chicken wings. Package 3 shall be provided to Client for \$26/person if specified.
- b. Client agrees to pay Caterer the Total Cost as stated above in Section 1(h) prior to the End Time on the Event Date. Client agrees to pay for the specified number of guests, plus any additional guests that attend. Client also agrees to pay mileage, if

address is greater than 25 miles from Caterer's location. It is the obligation of the customer to call or email the Caterer five business days prior to the function with the final guest count. This final guest count shall be the minimum guaranteed guest count for the purposes of calculating the Total Cost.

- c. Client agrees to pay Caterer the deposit required, if any, within seven (7) days of signing this Agreement. Such deposit will confirm and guarantee the event date and will be deducted from the total final payment, unless other prior arrangements have been made and agreed to in writing.

3. Insurance. Caterer maintains general liability and automobile insurance at appropriate limits.

4. Breach. Failure to pay the Total Cost minus any deposit by the End Time shall constitute a breach of the Agreement. Beginning on the seventh day following the Event Date, interest shall accrue at the rate of eighteen percent (18%) annually until payment is made in full.

5. Termination. Client may cancel this Agreement with fourteen (14) days' notice prior to the Event Date with written notice to Caterer. Client agrees to forfeit the Deposit paid if termination is made less than fourteen (14) prior to the Event Date.

6. Indemnification. To the fullest extent allowable by law, Client agrees to indemnify, defend and hold harmless Caterer and its employees, agents and volunteers from and against all claims, demands, actions, injuries, liabilities, losses, costs or damages, direct or indirect, and any and all attorneys' fees and other expenses which Caterer or its officials, officers, employees, agents or volunteers may sustain or incur as a consequence of or are in any way related to Caterer's services under this Agreement; excluding, however, such liability, claims, losses, damages or expenses arising from Caterer's sole or active negligence or willful acts. This duty to indemnify, defend, and hold harmless shall survive the termination of this agreement. If Client maintains additional coverage or higher limits than those required herein, then Caterer shall be entitled to additional coverage or higher limits maintained by Client.

7. Attorney's Fees. If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other reasonable relief to which they may be entitled. With respect to any suit, action or proceeding arising out of or related to this Agreement, or the documentation related hereto, the parties hereby submit to the jurisdiction and venue of the Superior Court for the County of Kings, State of California for any proceeding arising hereunder.

Client: Caterer

By: By: \_\_\_\_\_  
Steve Gonzalez

Name:

Phone: