

CATERING AGREEMENT

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This Catering Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[CATERER LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [CATERER ADDRESS] (the "**Caterer**"); and

[CLIENT LEGAL NAME] (or an individual residing at [CLIENT ADDRESS]) (the "**Client**").

Caterer and Client are each a "**Party**" and together the "**Parties**."

Recitals. Client is hosting an event and wishes to retain Caterer to provide food, beverage, and related catering services for that event, and Caterer wishes to provide those services, on the terms below. In consideration of the mutual promises that follow, the Parties agree as follows.

1. The Event and Services

1.1 Event details. Caterer will provide catering services (the "**Services**") for Client's event (the "**Event**") described as follows: date [EVENT DATE]; service window [START TIME] to [END TIME]; location [VENUE NAME AND ADDRESS]; type of event [e.g. wedding reception / corporate luncheon].

1.2 Guest count. The Services are based on a guaranteed guest count of [NUMBER] guests (the "**Guaranteed Count**"). Client will confirm the final Guaranteed Count in writing no later than [NUMBER, e.g. 7] days before the Event. If Client does not confirm by that deadline, the count stated in this Section applies.

1.3 Menu. Caterer will prepare and serve the menu set out in Exhibit A (the "**Menu**"). The Parties may adjust the Menu in writing up to [NUMBER] days before the Event, subject to a corresponding price adjustment.

1.4 Service style and staffing. Caterer will provide the service style described in Exhibit A (for example, plated, buffet, or family-style) and will supply sufficient trained staff to perform the Services. Caterer's staff will arrive at the venue by [SETUP TIME] for setup.

1.5 Equipment and rentals. Unless Exhibit A states otherwise, Caterer will provide serving equipment and tableware needed to serve the Menu. Tables, chairs, linens, tents, and similar rentals are [INCLUDED / CLIENT'S RESPONSIBILITY] as specified in Exhibit A.

2. Pricing, Deposit, and Payment

2.1 Price. The total price for the Services is [TOTAL], calculated as [PER-PERSON × Guaranteed Count / a flat package price] plus any items in Exhibit A, exclusive of taxes and gratuity unless stated.

2.2 Deposit. To reserve the Event date, Client will pay a non-refundable deposit of [AMOUNT or ____% of the total] on signing (the "**Deposit**"). The Deposit is applied to the total price. Local law may limit the enforceability of non-refundable deposits; the Parties intend the Deposit to compensate Caterer for reserving the date and turning

away other work.

2.3 Balance. Client will pay the remaining balance no later than **[NUMBER, e.g. 7]** days before the Event. Charges for guest-count increases, added menu items, or services requested at or after the Event are due within **[NUMBER]** days of the final invoice.

2.4 Taxes and gratuity. Client is responsible for applicable sales and similar taxes. A service charge or gratuity of **[___% / \$AMOUNT / NONE]** **[is / is not]** included in the price.

2.5 Late payment. Undisputed amounts not paid when due accrue interest at the lesser of **[e.g. 1.5%]** per month or the maximum rate permitted by applicable law.

3. Changes and Final Count

3.1 Guest-count changes. Client may increase the guest count up to **[NUMBER]** days before the Event, subject to Caterer's ability to source additional food and staff and to a price adjustment. The Guaranteed Count may not be reduced after the deadline in Section 1.2, and Client remains responsible for the price based on the Guaranteed Count even if fewer guests attend.

3.2 Menu and service changes. Material changes to the Menu, service style, timing, or location requested after the deadlines in Section 1 are subject to Caterer's written agreement and may result in additional charges.

4. Client Responsibilities and Venue

4.1 Venue access. Client will secure the venue and arrange for Caterer's access to the venue for setup, service, and breakdown, including reasonable time before and after the service window.

4.2 Utilities and facilities. Client will ensure the venue provides adequate power, water, kitchen or prep space, and refuse disposal reasonably required for the Services. If the venue lacks suitable facilities, Caterer will so advise and the Parties will agree on alternatives, which may carry additional cost.

4.3 Permits. Client is responsible for obtaining any venue, parking, or event-specific permits, except food-service permits and licenses required for Caterer to operate, which Caterer will obtain and maintain.

4.4 Information. Client will inform Caterer of known guest allergies or dietary restrictions in advance. Caterer will use reasonable efforts to accommodate them but does not guarantee an allergen-free environment.

5. Alcohol Service

5.1 Alcohol option. Alcohol service **[IS / IS NOT]** included. If included, alcohol will be served only by appropriately certified staff and only to guests of legal drinking age who present valid identification on request.

5.2 Licensing and compliance. The Party identified in Exhibit A as responsible for alcohol will hold the licenses required by applicable law. Caterer reserves the right to refuse service to any guest who appears intoxicated or underage, and to stop alcohol service to comply with law or protect guest safety.

5.3 Responsibility. Where Client supplies alcohol or directs its service, Client assumes responsibility for compliance with applicable beverage-service laws to the extent permitted by those laws, which vary by jurisdiction.

6. Food Safety, Leftovers, and Allergies

6.1 Food safety. Caterer will prepare, transport, hold, and serve food in accordance with applicable food-safety regulations and good industry practice.

6.2 Leftovers. For food-safety reasons, Caterer **[WILL / WILL NOT]** package leftover food for Client. Where leftovers are released to Client, Caterer is not responsible for the safety of food after it leaves Caterer's temperature control.

6.3 Allergies and disclaimers. Despite reasonable precautions, food may come into contact with common allergens. Caterer does not guarantee that any dish is free of a particular allergen, and Client is responsible for advising guests accordingly.

7. Cancellation and Rescheduling

7.1 Cancellation by Client. If Client cancels, the Deposit is non-refundable. In addition, if Client cancels within **[NUMBER]** days of the Event, Client will pay **[____% of the total / the cost of food and supplies already procured]** to compensate Caterer for committed costs and lost opportunity.

7.2 Rescheduling. Client may request to reschedule, subject to Caterer's availability. Caterer will apply the Deposit to the new date where reasonably possible; rescheduling within **[NUMBER]** days of the Event may carry a fee.

7.3 Cancellation by Caterer. If Caterer cannot perform due to circumstances within its control, Caterer will refund all amounts paid and use reasonable efforts to help Client find a replacement caterer. This is Client's exclusive remedy for such a cancellation.

8. Force Majeure

8.1 Defined events. Neither Party is liable for failure or delay caused by events beyond its reasonable control, including severe weather, fire, flood, government order, public-health emergency, labor disruption, or loss of the venue.

8.2 Effect. If a force majeure event prevents the Event, the Parties will work in good faith to reschedule. If rescheduling is not possible, Caterer will refund amounts paid less the documented non-refundable costs Caterer has already incurred for the Event.

9. Liability, Indemnity, and Insurance

9.1 Limitation of liability. Except for liability arising from gross negligence or willful misconduct, Caterer's total liability arising out of or related to this Agreement will not exceed the total amount paid by Client under this Agreement. Neither Party is liable for indirect, incidental, special, or consequential damages.

9.2 Indemnity. Each Party will indemnify the other against third-party claims to the extent caused by the indemnifying Party's negligence or breach of this Agreement.

9.3 Insurance. Caterer will maintain commercial general liability insurance and, where alcohol is served by Caterer, liquor-liability coverage, each with limits not less than **[\$AMOUNT]**, and will provide a certificate of insurance on request.

9.4 Property damage. Client is responsible for damage to the venue caused by Client or its guests, except damage caused by Caterer's negligence.

10. General Provisions

10.1 Independent contractor. Caterer is an independent contractor. Nothing creates a partnership, joint venture, or employment relationship.

10.2 **Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the courts located in [COUNTY, STATE].

10.3 **Photographs.** Caterer [MAY / MAY NOT] photograph its food and setup for portfolio and marketing use, provided the photographs do not identify guests without consent.

10.4 **Notices.** Notices must be in writing, delivered to the addresses above (or as updated in writing), and are effective on receipt.

10.5 **Entire agreement; amendment.** This Agreement, together with Exhibit A, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

10.6 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

10.7 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CATERER

CLIENT

Signature: _____

Signature: _____

Printed name: [NAME]

Printed name: [NAME]

Title: [TITLE / N/A]

Title: [TITLE / N/A]

Date: _____

Date: _____

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