

# CATERING SERVICE CONTRACT

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This Catering Service Contract (this "**Contract**") is entered into as of [CONTRACT DATE] by and between:

[CATERER LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [CATERER ADDRESS] ("Caterer"); and

[CLIENT LEGAL NAME / INDIVIDUAL NAME], with a mailing address at [CLIENT ADDRESS] ("Client").

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

**Recitals.** Client is hosting an event and wishes to engage Caterer to prepare, deliver, and (where applicable) serve food and beverages for that event. Caterer is in the business of providing catering services and wishes to provide them on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

## 1. The Event and the Services

**1.1 Event details.** Caterer will provide catering services (the "**Services**") for the event described as follows (the "**Event**"): event type [E.G. WEDDING / CORPORATE LUNCHEON]; date [EVENT DATE]; service window [START TIME] to [END TIME]; and location [VENUE NAME AND ADDRESS].

**1.2 Guest count.** The Services are priced for an estimated [NUMBER] guests (the "**Guaranteed Count**"). Client will confirm a final Guaranteed Count in writing no later than [NUMBER, e.g. 7] days before the Event. The Guaranteed Count may not be reduced after that deadline, and Client will be charged for the greater of the Guaranteed Count or the number of guests actually served.

**1.3 Menu and selections.** The agreed menu, beverages, and service style are described in **Exhibit A (Menu and Selections)**, which is part of this Contract. Caterer may substitute ingredients of comparable quality when an item is unavailable, and will notify Client of any material substitution in advance where reasonably possible.

**1.4 Scope of Services.** Unless **Exhibit A** states otherwise, the Services include food preparation, delivery to the Event location, setup of food service areas, and [ON-SITE SERVICE STAFF / DROP-OFF ONLY]. Services do not include [E.G. RENTALS, FLORAL, ALCOHOL SERVICE] unless separately itemized.

## 2. Caterer Responsibilities

**2.1 Standard of performance.** Caterer will perform the Services in a professional and workmanlike manner consistent with industry standards and will provide food that is properly prepared, handled, and stored.

**2.2 Staffing.** Caterer will supply a sufficient number of trained personnel to perform the Services and is solely responsible for their wages, supervision, and conduct. Caterer's personnel are not employees of Client.

**2.3 Equipment and supplies.** Caterer will provide the serving equipment, utensils, and supplies reasonably necessary to perform the Services, except for items Client has agreed to provide in **Exhibit A**.

**2.4 Licenses and food safety.** Caterer represents that it holds, and will maintain, the licenses, permits, and food-handler certifications required by applicable law to provide the Services, and will comply with applicable health and food-safety regulations.

### 3. Client Responsibilities

**3.1 Venue access.** Client will arrange for Caterer's reasonable access to the Event location for setup, service, and cleanup, including access to **[KITCHEN / PREP SPACE / POWER / WATER]** as needed.

**3.2 Venue rules and permits.** Client is responsible for securing the Event location and complying with venue rules. Where the Event requires permits that fall outside Caterer's standard licenses (for example, certain alcohol or public-space permits), the Parties will allocate responsibility in writing before the Event.

**3.3 Accurate information.** Client will provide accurate guest counts, dietary restrictions, allergy information, and timing. Caterer is not liable for problems arising from inaccurate or late information provided by Client.

**3.4 Conduct of guests.** Client is responsible for the conduct of its guests and for any damage they cause to Caterer's equipment.

### 4. Fees, Deposit, and Payment

**4.1 Total fee.** The estimated total fee for the Services is **[TOTAL AMOUNT]**, calculated as described in **Exhibit A**. The final fee will reflect the final Guaranteed Count and any approved additions.

**4.2 Deposit.** To reserve the Event date, Client will pay a non-refundable deposit of **[AMOUNT OR PERCENTAGE, e.g. 25%]** on signing (the "**Deposit**"). The Deposit is applied to the total fee. Caterer is not obligated to reserve the date until the Deposit is received.

**4.3 Balance.** Client will pay the remaining balance no later than **[NUMBER, e.g. 7]** days before the Event, unless the Parties agree in writing to a different schedule.

**4.4 Additional charges.** Charges for additions, overtime, additional guests, or extra services requested during the Event will be invoiced after the Event and due within **[NUMBER, e.g. 15]** days.

**4.5 Taxes and gratuity.** Fees are exclusive of applicable sales and other taxes. Any service charge or gratuity will be stated in **Exhibit A**; a stated service charge is not necessarily a gratuity to staff unless so designated.

**4.6 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.

### 5. Cancellation and Rescheduling

**5.1 Cancellation by Client.** Client may cancel on written notice. The Deposit is non-refundable. In addition, if Client cancels within **[NUMBER]** days of the Event, Client will pay the cancellation charges stated here: **[E.G. 50% OF TOTAL IF CANCELLED 14–30 DAYS OUT; 100% IF WITHIN 14 DAYS]**, which the Parties agree is a reasonable estimate of Caterer's losses and not a penalty.

**5.2 Rescheduling.** Client may request to reschedule the Event subject to Caterer's availability. Caterer will use reasonable efforts to accommodate one reschedule; additional costs from rescheduling are Client's responsibility.

**5.3 Cancellation by Caterer.** If Caterer must cancel for reasons within its control, Caterer will refund all amounts paid (including the Deposit) and use reasonable efforts to help Client find a substitute caterer. This is Client's sole remedy for such a cancellation.

5.4 **Force majeure.** If the Event cannot proceed because of events beyond a Party's reasonable control (including severe weather, government order, or venue closure), the Parties will work in good faith to reschedule. If rescheduling is not feasible, the Parties will allocate non-recoverable costs reasonably and equitably.

6. Food Safety, Allergies, and Liability

- 6.1 **Allergen disclosure.** Client is responsible for collecting and communicating guest allergy and dietary information to Caterer in advance. Caterer will use reasonable care to accommodate disclosed allergies but cannot guarantee an allergen-free environment, as cross-contact may occur.
- 6.2 **Leftovers.** For food-safety reasons, Caterer [WILL / WILL NOT] package leftover food. If Client takes possession of leftover food, Client assumes responsibility for its handling and storage thereafter.
- 6.3 **Limitation of liability.** Except for liability that cannot be limited by law (including for personal injury caused by a Party's gross negligence or willful misconduct), each Party's total liability arising out of this Contract will not exceed the total fee paid by Client. Neither Party is liable for indirect, incidental, or consequential damages.
- 6.4 **Insurance.** Caterer will maintain commercial general liability insurance of at least [AMOUNT, e.g. \$1,000,000] per occurrence and will provide a certificate of insurance on request.

7. General Provisions

- 7.1 **Independent contractor.** Caterer is an independent contractor. Nothing in this Contract creates a partnership, joint venture, or employment relationship.
- 7.2 **Governing law and venue.** This Contract is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the jurisdiction of the courts located in [COUNTY, STATE].
- 7.3 **Photographs.** Caterer [MAY / MAY NOT] photograph its food presentation at the Event for its portfolio and marketing, provided it does not identify guests without consent.
- 7.4 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.
- 7.5 **Entire agreement; amendment.** This Contract, 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.
- 7.6 **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.
- 7.7 **Counterparts and electronic signature.** This Contract 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 Contract as of the date first written above.

CATERER	CLIENT
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]

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Title: **[TITLE]**

Title: **[TITLE OR N/A]**

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Date: \_\_\_\_\_

Date: \_\_\_\_\_

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