

## CATERING AGREEMENT

Please review our Catering website terms and consult with the Catering Advisor before signing this contract. The person signing the contract certifies that he/she has the authority for his/her action on behalf of the organization represented. All contracts must be signed with the appropriate signature and payment method determined before the event can be held. Changes in details and conditions for the contract may be made only with the express written consent of the appropriate catering representative. The person signing the contract is responsible for payment and cannot assign this contract or the liability

### Final Guest Counts:

When placing a catering contract, please provide an estimated guest count reflecting the realistic number of guests you anticipate attending your event. If not changed, this count becomes your guaranteed number and is not subject to reduction. Increases to your guarantee number above 10% are subject to approval.

\*A final guest count is due four full business days (excluding holidays) prior to the event and must be emailed.

Tuesday events: count is due previous Wednesday

Wednesday events: count is due previous Thursday

Thursday events: count is due previous Friday

Friday events: count is due previous Monday

Saturday, Sunday and Monday events: count is due previous Tuesday

Cater Seattle will be prepared to serve a few meals over your final guest count to accommodate last minute guests for buffet and plated meals only. Billing is based on the final guest count or the actual number of guests served, whichever is greater. If no final guest count is provided, the estimated guest count provided will be billed. The minimum charge is 100 percent of final guarantee. **If the actual number of guests is more than the Guaranteed Number entered above, Customer will be charged at CATER SEATTLE'S established rate over the per person rate agreed upon for each guest over and above the Guaranteed Number.**

*Increase guest count 72 hours in advance*

### Making Changes to Your Contract:

\*Any changes to your contract should be made when your final guest count is due. However, dramatic changes in count, style of service, location or date would necessitate immediate notification.

\*Menu, style of service, and event times may not be changed less than one week prior to your event. Some changes may not be possible if requested after this deadline. \*Changes in service that are called in after the final guest count, that can be accommodated by Cater Seattle are subject to a processing fee of \$25. Examples of service changes: change in event or pick up times, change in event location, addition of tablecloths or water service etc.

### Cancellation Fees\*

A non-refundable \$500.00 deposit is required to book and secure an event. The deposit will be deducted from your final bill at the end of your event. Three months prior to the event, an additional deposit of 50% of the total invoice is due. The remaining balance is due in full 4 days prior to the event. A final billing will be sent in the week following the event to cover incidental charges that come up during the event, and must be paid within 7 days of receipt.

Customer understands and agrees that CATER SEATTLE charges a service fee of 50% of total charges for cancellations received with less than 2 weeks notice. Cancellations on confirmed events (signed contracts) below \$5,000, received 14 or more days before event date, clients will be charged \$100 minimum administration fee or 3% of total estimated revenue (whichever is higher). Cancellations on confirmed events (signed contract) above \$5,000, which are received 7 to 14 days before the event date, clients will be charged a minimum \$200 administration fee or a 2.5% of the total estimated revenue (whichever is higher). Cancellations received 3 to 6 days before the event date, will be charged 50% of the revenue shown on our proposal. Any cancellation made less than 3 days before the event date will be charged in full.

## PAYMENT

A non-refundable \$500.00 deposit is required to book and secure an event. The deposit will be deducted from your final bill at the end of your event. Three months prior to the event, an additional deposit of 50% of the total invoice is due. The remaining balance is due in full, 4 days prior to the event. A final billing will be sent in the week following the event to cover incidental charges that come up during the event, and must be paid within 7 days of receipt.

Cash, money orders, company checks(to Cater Seattle) and credit cards are the only authorized types of payment. **Purchases made by purchase order must be paid in full no later than 7 days from invoice date.** All applicable state sales tax will be added. Sales tax must be paid unless tax-exempt certificate is provided when signing contract. No one is permitted to claim exemption on the purchase of beer, wine or other alcoholic beverages.

All events are considered tentative until a deposit is received. A signed contract is due at the time of the initial deposit.

**An 18% gratuity will be added to all food, and beverage, when service is provided.**

\_\_\_\_\_ CATER SEATTLE employees will be provided and will be in attendance from \_\_\_\_\_ a.m./p.m. until \_\_\_\_\_ a.m./p.m. If any of CATER SEATTLE employees are required outside of those hours, Customer will be charged an additional \$25.00 per hour (or portion thereof) per employee.

\*Events occurring on Holidays are subject to an additional 25% service charge. Those holidays are: Martin Luther King Jr. Birthday, President's Day, Easter Sunday, Mother's Day, Memorial Day, 4th of July, Labor Day, and Veterans Day. Cater Seattle is available with limited service, but priced at a higher service charge on the following five days: Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve & New Year's Day.

\*Additional charges may apply for redelivery of service or additional labor incurred if we arrive and a room is locked, occupied or catering tables are not available.

\*A \$20 delivery fee applies for all buildings and rooms without elevator or ramp access.

\*Deliveries and pick-ups will occur as scheduled on the catering contract. It is the client's responsibility to ensure the facility is unlocked for set up, delivery and pick up. Should a room or equipment be unavailable when catering staff arrives to deliver or pick up your service or, in the case of missing equipment, necessary charges may be added to your final bill. CATER SEATTLE is not responsible for client or guest items left at events or on the buffet tables.

#### **LATE ARRIVALS/EXTENDED MEALS**

Meals are served promptly as scheduled. We allow 1.5 hours of service for Breakfast and lunch and 2.5 hours for dinners when guests' counts are under 700. A charge of \$50 per each 15 minutes for each 100 guest will be added to your final bill.

#### **FLOWERS/EQUIPMENT**

We reserve the right to charge for any missing flowers and damaged or missing equipment attributed to individuals attending the catered event. Customer may be held liable for any damaged, lost or stolen (up to full replacement value) to Cater Seattle or its rental company's property or equipment. CATER SEATTLE and/or its agents shall be liable for any damage to or loss of property entrusted to its employees. Customer shall be liable for any damage to or loss of property rented to Customer which may be caused by Customer or guests of the Customer.

## **UNUSED FOOD & BEVERAGES**

Any leftover food or beverage remains the property of Cater Seattle. Prepared food and beverages are contracted for consumption at the event only and cannot be taken from the specific venue unless otherwise agreed upon prior to the event and it is stated on the catering contract.

## **FOOD & BEVERAGES**

All food and beverages will be prepared and supplied by Cater Seattle. Please consult with the Catering Account Executive for special needs. CATER SEATTLE reserves the right to substitute items (including but not limited to food and flowers) that become unavailable in the market or that exceed reasonable market prices. CATER SEATTLE will make best efforts to notify the client of such substitution(s) if time allows.

Any changes to the menu or special requests by Customer must be made in writing no later than 2 weeks prior to the event date. Additional charges may apply.

## **ALCOHOL**

We reserve the right to card and/or refuse service at any event. We reserve the right to close the bar service. Alcohol Policy: All unlicensed off-site areas require a \$35.00 banquet permit issued by the Washington State Liquor Control Board for (2) weeks prior to planned event with an appropriate menu attached. The customer is responsible for application for the liquor permit and the purchase of all alcohol. If alcohol is contracted to be served, then the contracting party, thereby agreeing to comply with the stipulations set forth before a Special Events Contract is confirmed, must sign policy. As dictated by state law, no one under 21 years of age will be served an alcoholic beverage at a Cater Seattle event. No one under the age of 21 may sign a contract for services involving alcohol. Two forms of identification, including one picture ID will be required proof of age. Food and nonalcoholic beverages must be made available at all events where alcohol is served. We encourage patrons to utilize the designated driver program for such events.

### **Multiple Caterers in the Same Location:**

\*CATER SEATTLE DOES NOT RECOMMEND using multiple caterers in a single facility. If you opt to do this, please indicate that you will be using another caterers services in conjunction with CATER SEATTLE and what services each will be providing so our staff are prepared accordingly prior to arriving on site. \*Closely coordinating arrival and departure times (in addition to event ready and pick up arrival times) is critical when working with multiple caterers to ensure there is no overlap that will impede either caterers set up or clean up, particularly if the same serving tables are being used by both. This will also help prevent equipment and linens from getting co-mingled.

Using the same serving tables for both caterers to set up service on IS NOT RECOMMENDED. If CATER SEATTLE must remove another caterer's service or clean up after another caterer in order to set up or clean up a service we are providing, appropriate charges will be automatically added to the client's bill. Any missing equipment or linens from CATER SEATTLE'S set up at the scheduled time of pick up will automatically be added to the client's bill. Unfortunately, many caterers' equipment is similar in appearance and often times it is difficult for either caterer's staff to distinguish between it. Please note this is a common occurrence. CATER SEATTLE may choose to not participate in set-ups where multiple caterers are involved. Please discuss the circumstances with your consultant at the time of booking.

### **Room Set Up, Clean Up & Outdoor Locations:**

\*CATER SEATTLE is not responsible for setting up, resetting or cleaning rooms. It is the responsibility of the client to arrange for custodial services prior to and following the event. CATER SEATTLE will remove food service equipment only. CATER SEATTLE will charge extra to supply trash bins or recycling receptacles. If your event is being held at an outdoor location we recommend that additional trash receptacles and recycling bins be ordered for that location. For outdoor locations, remember to make arrangements to have conveniently located restrooms unlocked for the duration of your event. This is a health department requirement and must be adhered to. CATER SEATTLE will set up on the tables in place upon arrival. Once set up has been started, changes in set up location will result in a charge of \$50 (if time permits catering staff to move the set up).

### **Custom Linen & China Rental:**

\*CATER SEATTLE will coordinate renting specialty linens, additional china, tables, chairs and any other rental items that we cannot provide in house for our clients on an event by event basis or clients may choose the rent them on their own. The total rental bill (including all shipping/delivery charges), a coordination fee of 8% or \$25, whichever is greater, plus an 8% commission fee will be passed on to the

client for CATER SEATTLE to coordinate this service. Specialty linens must be ordered a minimum of one week in advance and are subject to availability from the specialty vendors. When ordering specialty linens it is important to order enough linens to accommodate the final guests and table counts.

Absolutely no guarantees once an order has been placed with our vendors that it can be changed. CATER SEATTLE is not responsible for damaged or lost linens unless we personally cause the damage or loose the linen due to negligence. With china rentals, we will rent 5% above the guest count that will be set.

**Tables, Barbecue Grills and Flowers:**

\*Tables, chairs or barbecue grills may be ordered through CATER SEATTLE under the rental terms listed above. When tables must be set up or moved by catering staff, appropriate charges will be included on your final bill.

**Menu Tasting:**

Specific menu items may be sampled to assist you in making menu decisions at a tasting. Tasting requests require at least one months advance notice (when possible) and must be scheduled around the Executive Chef's schedule. We request that tastings be limited to two representatives from your group/committee in order to facilitate decision making. Requests for more than three different entrees, or if more than two plates of any one entrée are requested for a tasting, additional items will be billed at the full menu price on the final event bill.

**CATERING RESERVATION**

Please review your catering reservation. Contact your Cater Seattle Account Executive to make changes or corrections. Please return a signed copy to the Catering Account Executive via fax, mail, or scanned signed email. Cater Seattle shall not be held liable due to unforeseeable circumstances or circumstances beyond Cater Seattle's control. Refunds on cancellations due to extenuating circumstances will be considered on an individual basis and are made at CATER SEATTLE'S sole discretion.

I agree to the above terms and conditions. I understand that **policies, menus, and/or prices are subject to change without prior notice, except those under contract.**

**CATERING CONTRACT**

Catering reservations are valid for up to one calendar year. A signed copy of this contract must be on file in our offices in order for the contract to be valid.

NAME OF EVENT:

INVOICE NUMBER

LOCATION OF EVENT: FALLS CITY

DATE OF EVENT: \_\_\_\_\_ TIME OF EVENT \_\_\_\_\_

\_\_\_\_\_  
Customer's Signature Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Catering Advisor's Signature Date

\_\_\_\_\_  
Brett Willard  
Cater Seattle President