



THIS Contract is made and entered into this _____ day of _____ 2024, by and between ABC Catering, Ltd (“Caterer”) and _____ (“Customer”).

WHEREAS, the customer desires to contract ABC Catering, Ltd. as the caterer for their upcoming event/reception, to be held on _____ day of _____ 2024, at the Venue.

THEREFORE, in consideration of the mutual covenants, promises, and proposals here in contained, the parties hereby agree to the following:

1. General Catering Event Terms

a. Payment Terms

- i. **Deposit:** A signed copy of this agreement must be returned with a 10% deposit in order to secure a reservation for the event catering. The deposit payment will be applied to the final invoice balance. The deposit is only refundable if the event is cancelled within the terms of the Agreement. Deposits are only accepted in the form of Cash, personal check, or Cashier’s check. **No credit card deposits.**
- ii. **Final Payment:** The final invoice and remaining balance is due **no later than three (3) days** prior to the event date.
- iii. **Methods of Payment:** ABC Catering, Ltd. accepts cash, check, and all major credit cards. Our preferred methods of payment are cash or check. Credit Cards can be used for all payments except the deposit. Checks should be made payable to **ABC Catering, Ltd.**
- iv. **Additional Payments:** ABC Catering, Ltd. accepts additional payments above and beyond the deposit, prior to the final payment. Additional payments will be applied to the final invoice balance. ABC Catering requests customers **do not to pay the full balance until all final invoicing has been made completed**, thus avoiding overpayment. No Refunds will be given for overpayment or final invoice reductions related guest count changes.

- b. **Caterer’s Fee: Most banquet halls and venues charge a “Caterer’s Fee.”** These vary between a ‘percentage of invoiced’ or a ‘dollar amount per person’ charge. This fee is directly passed along to the customer on proposals and/or the final invoice from ABC Catering, Ltd. Caterer’s Fees are assessed at the rate/amount determined by the venue on the event date. For any additional questions regarding “Caterer’s Fees” please consult directly with the booking venue for the event.



- c. **Deadlines:**
- i. **Final Menu and Rentals:** All menu and rental decision and/or changes must be finalized two (2) months prior to event date.
 - ii. **Final Attendance Numbers:** ABC Catering requires that a final guest count be reported to our office two (2) weeks prior to the event date.
- d. **Cancellations:** In the event the contract needs to be broken and/or the event is cancelled six (6) months or earlier, the deposit will be refunded in full. If the cancellation occurs within 6 months of the event date, the customer forfeits the paid deposit and ABC Catering will retain the deposit in its entirety for holding the date and for costs incurred. If the cancellation occurs within 30 days of the event, the customer forfeits the paid deposit as well as any additional payments made toward the final balance and ABC Catering will retain the deposit and all monies paid, in entirety, for lost revenue and for costs incurred.
- e. **Outside Food:** No outside or personal/customer provided food is allowed in during catered events by ABC Catering, Ltd. The only exception will be the Wedding cakes/ desserts at the discretion of ABC Catering, Ltd. Should there be special needs for some guests, any/all outside food items must be discussed and approved with the caterer prior to the event in order for the food items to be allowed to be brought in. ABC Catering, Ltd is solely responsible for the food and beverage items we provide, and event guests consume.
- f. **Service Charge:** A 20% service charge is assessed on the event proposal and/or final invoice for the setup and teardown of rental items, all food and beverage items provided, delivery, on-site catered staff and service, cake cutting, and all meal/beverage service related cleanup provided by ABC Catering, Ltd.
- g. **Tipping:** Tipping is not included in the 20% service charge. Tip are accepted on behalf of our kitchen staff and onsite service crews, and our staff thanks you in advance for any and all tips provided for exceptional service.
- h. **Overtime:** In the occurrence that your event is behind schedule causing your meal or dinner service to be delayed 45 minutes or later past the agreed/arranged serving time, a \$12 per server/per hour charge will be assessed and is expected to be paid within 3 business days after the event.
- i. **Dishwashing:** A \$2 per person dishwashing service charge will be added onto the event proposal for any venue that has their own china, allows access for use, and requires the china and table goods to be washed and put away. Dishwashing fees are not assessed on china/table goods rented from ABC Catering or with disposable table goods.
- j. **Leftovers:** ABC Catering will properly secure all leftover menu items and package for you to take. The customer agrees to hold ABC Catering, Ltd. harmless from any and all causes arising from improper handling of foods left or used for post-event consumption.
- k. **Rentals:**
- i. **Linens:** Linen service is highly recommended to be contracted through ABC Catering, however should other arrangements be made, the customer is responsible for providing all linens, including those needed for the food service tables, bar, linen napkins, etc.



- ii. **Setup:** Any and all items rented from ABC Catering will be setup and taken down by our staff, including: linens, napkins, china, table goods, etc.
- iii. **Changes to Rentals:** Linen colors, table goods, or adding additional linens or items, must **be finalized two (2) months prior to the event date.**
- iv. **Teardown:** Cleanup of all rentals will be done the following business day, unless bartenders, who are staying until the conclusion of the event, are contracted. Should a venue require all rentals to be removed at the conclusion of the event a **\$150 late night clean up charge will be accessed.**

2. Liquor and Alcohol Service Provided by ABC Catering, Ltd

- a. **Catered Alcohol and Bar Service:** Any and all bar and alcohol services (bar package, cash bar, or otherwise), by law are only available in conjunction with foodservices provided through ABC Catering, Ltd. ABC Catering, Ltd is lawfully unable to offer a “*bar service only*” option for events. ABC Catering’s bar service is only available at venues that do not require you, “the customer’ to purchase bar service through them.
 - i. **Service of Alcoholic and Non-Alcoholic Beverages:** When providing catered beverages service, alcoholic and non-alcoholic drinks must be provided by ABC Catering, Ltd and served by our staff. State Law provides that it is unlawful to serve liquor to any person under 21 years of age or permit any person under 21 to consume liquor on premises during catered events. Our staff has been instructed to request proof of age from any individual in question. They have also been instructed to refuse service to intoxicated persons. The Customer will be responsible for controlling minor consumption. ABC Catering reserves the right to assess the level of alcohol consumption and will act accordingly to provide a safe environment for all guests. This means that alcohol sales/distribution can be withheld at any time by catering staff. Alcoholic beverages are not allowed outside of the event area. Anyone found bringing in outside alcohol or consuming outside alcohol at the event will be asked to leave immediately.
- b. **Bar Packages (Package A, B, & C)**
 - i. **Package Details:** All arrangements and final plans for the bar service must be arranged no later than **2 months prior to the reception.** No changes will be made within 2 months of the event without management approval.
 - ii. **Hours of Service:** A maximum of 6 hours of service are included in all bar package costs. Additional hours of service start at \$300. There is no reduction or refund in package cost for bar services ending prior to allotted hours.
 - iii. **Bartenders, Equipment, License/Permit:** Onsite staff/bartenders are included in bar packages A, B, and C. Requests for additional bartending staff or staff needs above/beyond our normal service start at \$25.00 per hour/per bartender.



1. All equipment such as cups, ice, containers for keeping beverages chilled, etc. are included with bar service provided by ABC Catering, Ltd.
 2. All required single-day event Liquor Licensing, Permit, and Insurances are included with bar service provided by ABC Catering, Ltd.
- iv. **Discounts:** Guests ages 20 and under will be charged ½ price the contracted bar packaged. Guests under the ages of 10 are free. Discounts are applied when you, “the customer”, turn in your final guest attendance count.
- c. **Cash Bar**
- i. **Initial Payment:** An initial “cash bar payment” will be contracted as a guaranteed amount of sales for bar service, which is required for setup and staff cost associated for catered bar services. This payment is based on the number of guests in attendance at the event. The payment is non-refundable if not fully used, however may be applied towards the bar tab for entire event party or a select group, such as: the bride and groom, bridal party, family, etc. up to the paid dollar amount.
 - ii. **Bartenders, Equipment, License/Permit:** Onsite staff/bartender costs are \$25.00 per hour/per bartender, with a minimum of two bartenders for all cash bar catered events. Events including alcohol provided by ABC Catering, Ltd must be staffed by ABC Catering bartenders/employees. Requests for additional bartending staff or staff needs above/beyond our normal service start at \$25.00 per hour/per bartender.
 1. All equipment such as cups, ice, containers for keeping beverages chilled, etc. are included with bar service provided by ABC Catering, Ltd.
 2. ABC Catering, Ltd. charges a fee of \$100 for the required single-day Liquor License, Permit, and Insurance for your event for cash bar catered services.
 - iii. **Discounts:** There are no discounts with cash bar services for Customers under age 21.

3. Damage Waiver & Limited Liability

- a. **Customer Assumption of Liability:** The Customer is responsible for any damage or theft of property during events by their guests, invites, or other individuals under control of the customer. Damage to property includes but is not limited to excessive cleaning after the event. Any damage to ABC Catering property or rentals during the event is responsibility of the customer.
- b. **Unlawful Activities:** The Customer will comply with the laws of the United States, the State of Illinois, and the municipality, including all lawful orders of police and fire departments, and will not do anything on the premises in violation of any laws, ordinances, rules or orders.
- c. **Liability Limitation by ABC Catering:** ABC Catering, Ltd is not responsible for any loss or damage to equipment, decorations, merchandise, clothing, personal items or articles left at the event, during or after the Customer’s event. Customer waives any right to claim damages or loss against ABC Catering regarding any act performed or



connected to the event. Should items or property in your control be lost, damaged, or destroyed, ABC Catering, Ltd. will not be held responsible

- d. **Security:** ABC Catering promotes a safe and friendly atmosphere during the catering of its events. ABC Catering reserves the right to require licensed security for any function involving catered alcohol, which cost shall be the responsibility of the Customer. ABC Catering also reserves the right to request that the Customer control all events and may ask any guest to leave the premises at any time if it determines that their behavior is inappropriate, dangerous, disruptive or destructive towards ABC Catering Staff.
- e. **Third Party Indemnification by Customer:** The Customer agrees to indemnify and to hold ABC Catering harmless against all claims for injury or damage to persons or property arising out of any act, omission, negligence, or misconduct on the part of the Customer or any of its agents, guests, Customers or invitees.
- f. **Third-Party Liability:** ABC Catering assumes no responsibility for the conduct of guests, members and third-parties hired to provide other outside services.

Authorized Signature

Date

Additional Authorized Signature *(if necessary)*

Date

ABC Catering, Ltd. Authorized Signature

Date