



CAFÉ BELWAH

CATERING CONTRACT

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THIS CONTRACT is dated this _____ day of _____, 20____, by and between _____, (hereinafter referred to as "Caterer") and _____, (hereinafter referred to as "Client.")

1. GENERAL INFORMATION

- a. Name of Client _____
- b. Client's Phone (home) _____ (work) _____
- c. Billing Address _____
- d. Date of Event _____
- e. Event Description _____
- f. Location of Event _____
- g. Estimated Guest Count _____ (menu estimate is based on this number.)
- h. Contact Person(s) for Client _____
- i. Contact Person Phone (day) _____ (night) _____

2. TOTAL ESTIMATED CHARGES

- a. Menu
 - (i) Menu estimate \$ _____, based on menu selection described below for _____ people @ \$ _____ per person.
 - (ii) Menu selection and price quotes:

Any changes to menu selection must be received by Caterer at least **30** days prior to function. Client agrees to pay all increased costs associated with a change in menu selection. In addition, all menus and food prices are subject to change at any time **30** days prior to the function at Caterer's discretion to meet changes in economic conditions. Client agrees to pay all increased costs as a result thereof.

b. Beverages

Beverage estimate is \$ _____ based on _____ people.

- c. Bartender Rates: \$20 per hour-minimum 3 hours service and 2 hours set up and break down. Number of bartenders recommended: 1 bartender with 10-50 people, 2 bartenders with 51+ people. Type of bar: Cash, private, combination. For combinations, please explain details

d. Room Rental:

Name of Room: _____

Rental Cost: _____

e. Materials Rental/Cost:

Total Materials Rental Cost \$ _____

Rented materials will be delivered on _____ (date and time) to event site/shipping address and picked up on _____ (date and time.)

f. Additional Services

(I) Description of additional services

(II) Total cost of additional services \$ _____

Service charge of **20%** as gratuity **5%** booking fee \$ _____

Sales tax of **5.5%** \$ _____

3. PAYMENT

A deposit of \$ _____ is due by _____ or this contract is null and void. This deposit shall be refundable up to 30 days prior to the event date, unless otherwise agreed to in writing by Caterer. The entire amount due Caterer (based on the final guaranteed guest count and cost estimates set forth above) shall be paid to Caterer _____ days prior to the function in the form of cash or a cashier's check, unless otherwise agreed to by Caterer. Any overpayments will be refunded.

4. GUEST COUNT GUARANTEES

A final guaranteed guest count is due by _____. The final guest count will be considered a guarantee and Client agrees to pay the per person menu charge set forth in paragraph 2 of this Agreement for the number of people set forth in the final guaranteed guest count. If Client fails to provide a final guaranteed guest count by the due date, Caterer will provide food for the number of people set forth in the menu estimate in paragraph 2 of this Agreement, at the per person menu charge set forth therein, and Client agrees to pay menu charge for this number of people.

5. CANCELLATION

The Agreement may be cancelled by Client by notice in writing either by being hand delivered with acknowledged written receipt or by certified mail, return receipt requested, _____ days in advance of the function. If notice of written cancellation is received by Caterer prior to said date, the deposit will be forfeited. If cancellation occurs after the required notice date, Client agrees Client shall be liable for a cancellation fee, as compensatory damages, in an amount equal to the reasonably projected revenue of said function, said revenue projection to be determined by Caterer and based on functions of similar size, facilities and rooms used, and food and beverage services provided. Client's deposit shall be applied to the cancellation fee. Payment of the cancellation fee shall be made within _____ days of cancellation.

6. CATERER NOT LIABLE

- a. Caterer is not responsible for supervising Client's guests or for Client's guests' behavior. Client shall be liable to Caterer for Client's or Client's guests' negligent acts or willful conduct, and Client agrees to pay for any property damage created thereby. Client agrees Caterer shall not be responsible for damages to or loss of Client's or Client's guests' property. Client agrees to indemnify Caterer and hold Caterer harmless from any and all liability, loss or damage, including reasonable attorney fees and court costs which it incurs as a result of Client's or Client's guests' negligent acts or willful misconduct or as a result of any damages to or loss of Client's or Client's guests' property.

- b. Caterer shall not be liable to Client for loss of profit or actual or consequential damages occasioned by its inability to perform any of its obligations under this Agreement by reason of fire, strikes, war, civil disturbances, acts of God, unavoidable casualties, public carrier delays, inability to obtain necessary supplies, or acts of public authorities.

7. BREACH OF AGREEMENT

In the event of a breach by Client of this Agreement, Client shall pay all costs and expenses, including actual attorneys' fees, incurred by Caterer to enforce this Agreement against Client.

8. OTHER PROVISIONS

9. MISCELLANEOUS

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. This agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior oral and written agreements.

All terms of this contract are accepted by:

Client

Date

Client

Date

Caterer/Holly R. Enfield

Date