

THIS CATERING AGREEMENT is entered into this _____ day of _____, _____ by and between: _____: hereinafter referred to as the "CLIENT" and

THE CREPE COMPANY hereinafter referred to as the "CATERER"

WHEREAS The CLIENT will have an event/function described as follows:

Event/Function: _____

Location: _____

Date: _____

Time: _____

Guest Count: _____

Menu: _____

WHEREAS the CATERER is a licensed & insured company.

WHEREAS the CATERER agrees to provide catering service for CLIENT'S above stated event/function.

NOW THEREFORE both parties bind themselves and agree as follows:

TERMS & CONDITIONS

1. DEPOSIT

Fifty percent (50%) of the estimated contract cost of is due to reserve the date, to be deducted from the Total Final Payment, unless other prior arrangements have been made.

2. FINAL PAYMENT & PAYMENT METHOD

Final Payment due by event date (Cash, Check, Credit) accepted. Check payments will be due five (5) days prior to the event date. Payment by Credit Card will be subject to a service charge of three percent (3%) per the amount of transaction.

3. GUEST COUNT

Final Guest Count, not subject to reduction, is due five (5) days prior to the event date. Any additional Guest after the stated period is subject to extra charges as may be imposed by the CATERER. CLIENT will only be charged for the guaranteed number of guests served. If there is more guest attending than the guaranteed guest count, the CATERER will charge the CLIENT accordingly for overage unless prior agreed upon. No credits or refunds for less than expected consumption.

4. FOOD QUANTITY & LEFTOVERS

CATERER will prepare between five- ten percent (5%-10%) overage based on the final number of guest count registered by CLIENT. Part of this overage is to include food for the staff and/or service providers. CLIENT will not be charged for this. In accordance with appropriate Health Codes, CATERER reserves the right to discard any leftover food items, after the agreed upon event timetable, where there is a reasonable risk for food borne illness to occur.

5. TIME

CLIENT will be billed for additional staff hours for any time extension beyond the prior agreed upon time.

6. CHANGE OF EVENT DATE or VENUE

CATERER will apply the entire balance of CLIENT's deposits and prepayments, towards another event, subject to CATERER's availability. All costs are subject to change.

7. CANCELLATION BY: CLIENT / VENUE / ACTS OF GOD

All prepayments and deposits are returned in full (less any credit card fees) if the event is cancelled by CLIENT, the venue or by an act of God, 60 days or more, from the event date. Deposits for cancellations less than 60 days from the event date are forfeited in full, or can be applied to another event date within one year from original date.

8. DAMAGE. In the unlikely event that damage to any CATERER property occurs as a result of any guest related to the CLIENT, the CLIENT agrees to assume all liability and expense and agrees that, in addition to any other rights as against such guest or others, CATERER may charge the CLIENT for all such charges. CLIENT shall indemnify, defend and hold harmless CATERER and its officers, directors, partners, affiliates, members and employees from and against all demands, claims, damages to persons and/or property, losses and liabilities, including reasonable attorney fees (collectively "Claims") arising out of or caused by the CLIENTS negligence or intentional misconduct.

9. TAXES. CLIENT will be charged the applicable current rate for all services rendered as determined by the concerned government body

10. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the USA. IN WITNESS THEREOF the parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the date first set forth above.

CLIENT (PRINT)

SIGN

DATE