**SAMPLE CATERING CONTRACT**

**Contract between (**name of caterer**) (Caterer) and**

**the (**name of chapter**) (Chapter)**

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| Event: | (Event name) |
| Event Date: | (Month/Day/Year) |
| Time: | (include set-up and service times) |
| Location: | (Name of facility/hotel) |
| Guest Count: | * (#) * Final guest count will be provided by the Chapter to the Caterer (timeframe, such as one week) prior to the event. |
| Food / Service Items: | (Examples):  Caterer will provide:   * Plates, napkins, flatware, and cups for all meals. * Tablecloths * Centerpieces   Continental Breakfast:  Includes fresh fruit, cheeses, assorted breads, juice and coffee service at $5.50 per person (no tax)  Lunch  Bag lunch which includes: deli sandwich, chips, cookie, fruit and a soda at $8.50 per person (no tax) |
| Price Increases: | (Many caterers/facilities include this type of clause, and if so the terms of which should be clearly defined.)  There may be increases in prices due to unforeseen changes in market conditions at the time of your event. We will communicate these increases to you in advance. We will require written confirmation that you agree to pay these increased prices. Alternatively, we, at our option, may in such event make reasonable substitutions in menus and you agree to accept such substitutions. |
| Gratuity & Service Charge: | (These should be negotiated and stated here. Example follows)  21% of the food and beverage total, plus any applicable state or local tax, will be added to your account as a service charge. This service charge is not a gratuity and is the property of the Caterer to cover discretionary costs of the Event. |
| Deposit / Taxes: | (Terms should be listed here only if a deposit is required.)  (Example):  We request that you pay a non-refundable deposit of $500 when you sign this agreement. In addition to the anticipated charges set forth in the schedule of events, you agree to pay separately any and all federal, state, municipal or other taxes imposed on or applicable to your event. In the State of (state), service charges and public room rental are subject to an 8.75 % tax. |
| Cancellation: | (Caterers typically require a cancellation clause. Following are some examples.)  (Example 1)  There is no cancellation fee should the event be cancelled.  (Example 2)   * Cancellation up to 30 days prior to event – no charge for cancellation * Cancellation between 1-3 weeks prior to event – 25% of total catering fee based on stated guest count and pricing above. * Cancellation in last week prior to class – 50% of total catering fee based on stated guest count and pricing above.   (Example 3)  A non-refundable deposit is required to secure your definite event. Cancellation fees are additional charges and not covered by the non-refundable deposit. You may cancel this Agreement only upon giving written notice to Caterer. The parties agree and understand that in the event of a cancellation, our actual damages would be difficult to determine. Therefore, the parties agree on the following amounts to be paid by Chapter to Caterer upon notice of cancellation as liquidated damages:   * Cancellation between date of signing and 120 days of event, (amount). * If notified between 119 and 90 days in advance of the event, (amount). * If notified between 89 and 60 days in advance of the event, (amount). * If notified between 59 and 31 days of the event, (amount). * If notified 30 days prior to the event, (amount).   As products and services must be purchased and scheduled in advance, notification five (5) business days or less before the event will require that all charges (including labor and service fees, rentals and applicable taxes) for the final guarantee or contracted number of guests will be charged. |
| Force Majeure: | Neither party shall be responsible for failure to perform this contract if circumstances beyond their control, including, but not limited to; acts of God, shortage of commodities or supplies to be furnished by the Hotel, governmental authority, or declared war in the United States make it illegal or impossible for the Hotel to hold the event. |

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| **Chapter President Signature** |  | **Date** |  | **Company Signature** |  | **Date** |
|  |  |  |  |  |  |  |
| **Printed Name** |  | **Phone #** |  | **Printed Name** |  | **Phone #** |
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| **Chapter Treasurer Signature or Appropriate Chairperson Signature** |  | **Date** |  |  |  |  |
|  |  |  |  |  |  |  |
| **Printed Name** |  | **Phone #** |  |  |  |  |
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| **All chapter contracts must be signed by the Chapter President, and the Chapter Treasurer or the appropriate Chairperson.** | | | | | | |

**Chapters**: Please refer to the Chapters Contracts & Grants Guidelines on the website for additional information. Please allow up to 2 weeks for the contract to be reviewed.