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Catering Services Agreement

State of Alabama

This Catering Services Agreement, hereinafter referred to as "Agreement," is entered into and made effective as _____ by and between the following parties:

_____ ("Caterer"), a limited liability company, organized under the laws of the state of Alabama, having its principal place of business at the following address:

_____

and

_____ ("Client"), a limited liability company, organized under the laws of the state of Alabama, having its principal place of business at the following address:

_____

Client and Caterer may be referred to individually as "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Client wishes to retain Caterer to provide certain Catering Services (as defined below);

WHEREAS, Caterer has the skills, qualifications, and expertise required to provide the Catering Services to the Client;

WHEREAS, Caterer wishes to render such Catering Services to Client.

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:

Article 1 - DEFINITIONS:

As used in this Agreement:

A) "Event" shall be used to refer to the following specific event where the Caterer will be providing the Catering Services:

_____

B) "Catering Services" shall be used to refer to the following specific services that the Caterer will provide to the Client under the terms and conditions set forth herein:

_____

C) "Event Details" shall be used to refer to the following specific details regarding the Event:

Type of Event: _____
Date of Event: _____
Time of Event: _____
Address of Event: _____
Number of People: _____

D) "Fees" shall be used to refer to the payment Client will pay to Service Provide for the rendering of the Catering Services. Specifically, the fees shall be as follows:

$2/person (two US dollars per person)

Article 2 - AGREEMENT:

Subject to the terms and conditions of this Agreement, Caterer hereby agrees to render the Catering Services to Client, at the Event described herein, utilizing all of the Event Details as directed and Client agrees to pay Caterer the Fees required for the Catering Services.

Article 3 - MENU:

The menu Caterer serves shall be as follows ("Menu"):

_____

Caterer shall be permitted to make small changes to the Menu if ingredients cannot be found after reasonable effort.

Article 4 - STAFF OR EMPLOYEES:

The Caterer shall only utilize the following staff or employees to assist in the provision of the Catering Services, as these individuals are hereby approved and agreed to by Client:

_____

Article 5 - FEES:

The Client agrees to pay the Caterer the required Fees, as outlined elsewhere in this Agreement, for the provision of the Catering Services, subject to the following terms and conditions:

A) Deposit: The deposit amount due for the Catering Services is $2 (two US dollars).

B) Payment Due: Payment is due as follows:

_____

C) Method of Payment: Caterer will accept the following forms of payment:

_____

D) Expenses: The Caterer is permitted to charge for all reasonable and necessary costs and expenses incurred in performing the Catering Services, including but not limited to traveling and photocopying, subject to agreement from the Client.

E) Tax Statement: Any and all charges payable under this Agreement are exclusive of taxes, surcharges, or other amounts assessed by state or federal governments. Taxes imposed upon or required to be paid by Client or Caterer shall be the sole and exclusive responsibility of each, respectively.

Article 6 - COST FLUCTUATION:

Client understands and acknowledges that the cost of Menu items and ingredients may fluctuate. If costs fluctuate to the extent it will no longer be profitable for Caterer to undertake this job, Client agrees that Client may:

a.) Cover any additional cost; or

b.) Substitute other Menu items.

Article 7 - EVENT CHANGES:

Changes to the number of guests, Menu items requested, dates or venues must be made no later than the following amount of time before the event: _____. Any changes made past this deadline will be subject to a penalty charge as follows:

_____

Article 8 - CANCELLATION:

If the Event is canceled after the execution of this contract through no fault of the Caterer, Caterer shall be entitled to the following:

_____

Article 9 - COMPLIANCE:

Caterer shall comply with all local, state, and Federal laws regarding the preparation and service of food.

Article 10 - WARRANTIES:

The Caterer represents and warrants that it will perform the Catering Services using reasonable care and skill for a Caterer in their field.

Article 11 -

Article 12 - INDEMNITY & INSURANCE:

Client hereby agrees to indemnify Caterer, and all of Caterer's agents, employees, and representatives against any and all damage, liability, and loss, as well as legal fees and costs incurred, as a result of the Catering Services, rendered this Agreement or any transaction or matter connected with the Catering Services or the relationship between Caterer and Client. This clause shall not be read to provide indemnification for any Party in the event that a competent court of law, rendering a final judgment, holds that the bad faith, gross negligence, or willful misconduct of the Party caused the damage, liability, or loss.

Caterer shall carry general liability insurance throughout the duration of the Parties' relationship.

Article 13 - TERMINATION:

This Agreement will terminate at the conclusion of the Event.

This Agreement may also be terminated by either party, upon notice in writing if the other party becomes unable to perform its duties hereunder, including a duty to pay or a duty to perform.

This Agreement may be terminated by the Caterer if the Client fails to pay any requisite Fees. The Caterer may terminate the Agreement immediately, with no notice period, in writing.

If this Agreement is terminated before the expiration of its natural term, Client hereby agrees to pay for all Catering Services rendered up to the date of termination, and for any and all expenditure due for payment after the date of termination for commitments reasonably made and incurred by Caterer related to the rendering of Catering Services prior to the date of termination.

Any termination of under this subpart shall not affect the accrued rights or liabilities of either Party under this Agreement or at law and shall be without prejudice to any rights or remedies either Party may be entitled to. Any provision or subpart of this Agreement which is meant to continue after termination or come into force at or after termination shall not be affected by this subpart.

Article 14 -

Article 15 - GENERAL PROVISIONS:

A) GOVERNING LAW: This Agreement shall be governed in all respects by the laws of the state of Alabama and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within the state of Alabama. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.

B) LANGUAGE: All communications made or notices given pursuant to this Agreement shall be in the English language.

C) ASSIGNMENT: This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party.

D) AMENDMENTS: This Agreement may only be amended in writing signed by both Parties.

E) NO WAIVER: None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.

F) SEVERABILITY: If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.

G) ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.

H) HEADINGS: Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.

I) COUNTERPARTS: This Agreement may be executed in counterparts, all of which

shall constitute a single agreement.

J) FORCE MAJEURE: Caterer is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.

K) NOTICES ELECTRONIC COMMUNICATIONS PERMITTED: i) Any notice to be given under this Agreement shall be in writing and shall be sent by first-class mail, airmail, or email, to the address of the relevant Party set out at the head of this Agreement, or to the relevant email address set out below or other email address as that Party may from time to time notify the other Party in accordance with this clause. The relevant contact information for the Parties is as follows:

Caterer:

_____

Client:

_____

Notices sent as above shall be deemed to have been received 3 working days after the day of posting (in the case of inland first-class mail), or 7 working days after the date of posting (in the case of airmail), or next working day after sending (in the case of email).

In proving the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and dispatched and dispatch of the transmission was confirmed and/or acknowledged as the case may be.

EXECUTION:

Name: _____

Representative Name:_____

Representative Title:_____

Representative Signature:_____

Date:_____

Name: _____

Representative Name:_____

Representative Title:_____

Representative Signature:_____

Date:_____