

## General Agreement

THIS CATERING AGREEMENT is entered into this day of \_\_\_\_\_, 2023 by and between:  
\_\_\_\_\_ hereinafter referred to as the "CLIENT" and Churro Boss hereinafter referred to as  
the "CATERER"

Your Email Address:

Type of Event/Function:

Location:

Date of event:

Time of event:

Guest Count:

WHEREAS Churro Boss LLC is a duly and registered licensed catering company.

WHEREAS Churro Boss LLC agrees to provide catering service for CLIENT'S above stated event/function.

THEREFORE both parties bind themselves and agree as follows:

#### 1. DEPOSIT

Fifty percent (50%) of the estimated contract amount is due and demandable at the time of booking, to be deducted from the Total Final Payment, unless other prior arrangements have been made.

#### 2. FINAL PAYMENT

Final Payment will be due and demandable upon arrival on the day of the event.

#### 3. COST

Due to the fluctuating cost of food items, menu prices are subject to change within seven (7) days of the event. When a drastic change in the menu ingredient cost occurs, CLIENT has two options.

3.1 CLIENT will pay the additional cost based on the current adjusted price, or

3.2 Substitute other menu items to maintain the agreed upon per person/platter menu.

#### 4. PAYMENT METHOD

All prices quoted are based on cash payments.

4.1 Payment by Check or Credit Card will be subject to a service charge of three and a half percent (3.5%) per the amount of transaction.

4.2 Check payments are due seven (7) days before the event date.

## 5. GUEST COUNT

Final Guest Count 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.

## 6. GUEST COUNT OVERAGE

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.

## 7. LEFTOVERS

Churro Boss reserves the right to discard any leftover food items, after the agreed upon event timetable.

## 8. TIME

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

## 9. CHANGE OF EVENT DATE or VENUE

CATERER will apply the entire balance of CLIENT's deposits and prepayments (less than \$600.00), towards another event, subject to CATERER's availability. All costs are subject to change.

## 10. RENTALS

CATERER may provide all or part of the rental items for the event. However, certain items may incur restocking & cancellation fees. If CATERER arranges rentals, for the CLIENT, through a rental company, CLIENT will have to pay the rental company directly. Any loss or damage to any rentals will be billed to CLIENT after the event.

## 11. CANCELLATION BY CATERER

CATERER reserves the right to terminate this contract for any valid reason. If Caterer cannot fulfill its obligations under this Contract for reasons outside of its control, Caterer may locate and retain a replacement catering company at no additional cost to Client, or refund Client's money in full. Caterer will not be responsible for any additional damages or compensation under these circumstances.

## 12. RESOLUTION OF DISPUTES

The Parties agree to not post any negative information about issues arising out of this Contract or Event on any online forum or website without providing advance written notice of the intended content thereof, and providing the other party with an opportunity to resolve any issues between the parties amicably.

## 13. DAMAGE

13.1 CATERER assumes no responsibility for ANY damage or loss of merchandise, alcohol, equipment, furniture, clothing or other valuables prior to, during or after the event. CATERER will do everything possible to ensure that all of CLIENT's supplies, rentals and equipment are cared for and maintained in good working order and without damage.

13.2 When providing the location for the event/function, the CLIENT, understands that accidents/breakage and/or damage may sometimes occur. CATERER will not be liable for any damage or loss, unless specifically caused by the willful negligent actions or conduct of CATERER or its employees.

#### 14. CATERER LIABILITY:

CLIENT absolves CATERER from any third party claims, except for actions caused by CATERER and/or negligence of its employees. Such claims to amount to a maximum amount of USD Two hundred (\$ 200.00) only.

#### 15. TAXES

CLIENT will be charged the applicable current rate for all services rendered.

#### 16. UNLAWFUL ACTIVITIES

The CLIENT will comply with all the laws of the United States of America and the State of California, all municipal ordinances and all lawful orders of police and fire departments, and will not do anything on the event/function premises in violation of any laws, ordinances, rules or orders. If unlawful activities should occur on the premises, and the event is cancelled, there will be no refund of any kind from CATERER to CLIENT.

#### 17. AMENDMENT AND SUPPLEMENT

Any amendment and supplement to this Agreement shall come into force only after a written agreement is signed by both parties five (5) days before the event/function date. The amendment and supplement duly executed by both parties shall be part of this Agreement and shall have the same legal effect as this Agreement.

#### 18. INDEMNIFICATION

Client agrees that it shall defend, indemnify, save and hold the Caterer harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees

associated with the caterers services. This includes Liabilities asserted against the caterer, its subcontractors, its agents, its clients, servants, and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by the caterer, its agents, employees or assigns.

Client also agrees to defend, indemnify and hold harmless the caterer against Liabilities arising out of any injury to person or property caused by any products or services sold or otherwise distributed. This includes infringing upon on the proprietary rights of a third party, copyright infringement, and delivering any defective product or misinformation which is detrimental to another person, organization, or business.

#### 19. LOCATION

Any damage incurred as a result of event location environment, such as, but not limited to uneven terrain, will result in an automatic cancellation of services if not disclosed three (3) days prior to the event. Deposit will not be refunded.

#### 20. GOVERNING LAW

This Agreement will be governed by California law, without giving effect to conflict of laws principles.

CLIENT SIGNATURE:

Full Name:

Todays Date:

Signature: