



**Smoke Eaters BBQ
Catering Contract**

7942 E. County Road 550 South
Coatesville, IN 46121
317.782.5227
email: Lynn@SmokeEatersBBQ.com
<http://www.SmokeEatersBBQ.com>

Customer's Name: _____

Full Address: _____

Date of Function: _____

Buffet Service time from: _____

Location of Function: _____

Approximate number of guests: _____ Retainer Fee: \$ _____

Contact Numbers: _____

Email: _____

Location Fee if applies (and/or travel expenses): \$ _____

General Information and Policies

Our professional resources in culinary and service skills afford you complete assurance that all commitments will be carried out to your satisfaction. The staff of Smoke Eaters BBQ will endeavor to make your event worry-free and enjoyable for client and all guests attending. In order to ensure you and your guests of a well-organized function, we must ask that we both adhere to the following catering policies:

Payments and Retainer Fee

Billing arrangements for all events must be made in accordance with catering policies. There is a 30% retainer fee on all events, unless prior arrangements have been made with our catering coordinator. We accept cash, checks and money orders. Checks should be made out to **Smoke Eaters BBQ** and mailed to 7942 E. County Road 550 South, Coatesville, IN 46121. If we receive a payment for services via check and that payment bounces with our bank you will be responsible for a \$30.00 fee. The extra buffet setup option cost is \$2.00 per person (\$100 minimum) which includes: buffet tables w/white linens, plastic utensils, plastic plates, napkins, 2 drink options, trash cans and clean up of that area. Extra service staff may be needed from time to time depending on the menu and most of the time they are figured into the cost of the food, but at times we may need to add an extra staff charge which will be agreed upon by both parties.

Guarantees

The coordinator must be notified of the exact number for which you wish to guarantee services for not later than five working days before the event. In the event a guarantee service number is not received, the original estimated attendance count will be prepared and charged. The charge for each additional person set up at patron's request will be made and patron agrees to pay at Caterer's established rate of \$25.00 per person.

Buffet Service time

The buffet will be set up and the food will be ready to go between the agreed time frame. There is an \$150/hour charge for client induced delays beyond the contracted meal service start time, and an extra \$50/hour charge for service time going past the agreed time frame.

Taxes

All applicable state and local taxes will be imposed and paid by the client. If the client's organization is tax exempt, the caterer must receive a certificate reflecting the client's exemption status not later than five working days before the event. If the caterer does not receive this certificate, the client agrees to pay all taxes associated with the event.

Cancellations

If the client cancels a contracted food event, and/or the facility, the caterer can retain 50% of the retainer fee as liquidated damages, up until one month prior to the event. Less than one month from the event date the caterer can retain the entire retainer fee as liquidated damages.

Portion Sizes

Our menu items are sold on a per guest basis, with portion sizes having been determined by our experienced catering staff. If you would like information regarding exact quantities, please do not hesitate to ask our catering coordinator.

Leftover Food

When we are on location to serve food, we usually carry more than we expect to serve. Most of the time we have extended food temperatures and holding conditions to a point that we **will not** release leftover food to you or your guests. This policy is required by the Department of Health. We trust you will co-operate.

Gratuity

Gratuity is figured at 15% and will be added to the invoice.

Catering Contract *****

1. I, Patron, agree to pay for all guests attending but not less than for the number of guests guaranteed. Caterer may limit services to the number of guests guaranteed or the number of guests Caterer deems to be the maximum for the facility. Arrangement for additional guests and menu changes must be made at least five (5) days prior to the functions and such final guarantee, whether oral or written, shall be binding on patron as if originally guaranteed. In no event shall guarantee be less than originally agreed upon.
2. The change of each additional person set up at patron's request after the five (5) day period prior to event will be made and patron agrees to pay at Caterer's established rate of \$25.00 per person.
3. No event will be permitted to run over the time agreed upon without Caterer's approval. Caterer reserves the right to make reasonable additional charges for events running beyond the service time agreed upon. The agreed charge is \$50.00 per hour. There is also a \$150/hour charge for client induced delays to the contracted meal service start time.
4. In the event patron cancels or otherwise breaches this agreement, Caterer shall retain 50% of the retainer fee and/or any reasonable out-of-pocket expenses incurred by Caterer up until one month prior to the event. If the time frame is less than one month from the event date Caterer can retain the entire retainer fee as liquidated damages.
5. Any balance due will be paid in cash, money order, check, or on-line credit card within five (5) days of the start time of function.
6. Delinquent Accounts - we reserve the right to assess finance charges on any amount unpaid when due at an interest rate of 1 ½% per month or the maximum rate permitted by law.
7. In the event that the caterer must seek legal remedies to complete execution of this contract, the client agrees to pay all reasonable attorney fees.
8. When patron wants to supply any food to be brought on the premises, patron must secure written approval and endorsement of Caterer before such food will be allowed on the premises.
9. Caterer reserves the right to substitute items that become unavailable in the open market or that exceeds reasonable market costs. Caterer will notify patron for approval if time allows.

10. Caterer and/or its agents will be liable for any damage to property entrusted to its employees, for the loss of any property by theft or otherwise. Patron assumes responsibility for any damages to any property rented to patron that may be caused by patrons, members, guests or invitees.

11. Caterer shall have no responsibility or liability for failure to supply any services when prevented from doing so by strikes, accidents or any cause beyond Caterer's control, or by orders of any governmental authority, except to return said retainer fee within sixty (60) days.

12. Caterer can charge one-half the menu price per person for musicians and photographers participating in the function, unless prior arrangements have been made ahead of time.

This agreement constitutes the entire agreement between the parties. No modifications or cancellations thereof shall be valid nor of any force effect unless in writing signed by the Caterer. The undersigned acknowledges that (s)he has read and accepted all the terms of this CATERING AGREEMENT and has executed this Agreement on _____ and by returning it within ten (10) working days. Failure to comply will risk securing the aforementioned contracted day of function.

The agreement coincides with the CATERING INVOICE which outlines the exact type of food, times and equipment to be provided by caterer for patron. A copy of the CATERING INVOICE must accompany this agreement to make it whole.

Patron DATE _____

Patron DATE _____

Caterer DATE _____