



Catering Services Agreement

THIS CATERING SERVICES AGREEMENT (the "Agreement")

Dated this _____ day of _____, _____

BETWEEN:

_____ of _____
(the "Client")

-AND-

Leyla Guldal, Owner, Linda's Buffet Catering LLC,
21 Valley Road, Cos Cob CT, 06807
(the "Caterer")

BACKGROUND:

- A. The Client is of the opinion that the Caterer has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Caterer is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, which includes the Catering Event Addendum [A], the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Caterer (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

1. The Client hereby agrees to engage the Caterer to provide the services listed in this Agreement and the Catering Event Addendum [A].
2. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended by mutual written agreement of the Parties.
3. In the event that either Party wishes to terminate this Agreement prior to completion of the Services, that Party will be required to provide at least 14 days' notice to the other Party.



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Performance

4. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Compensation

5. For the services rendered by the Caterer as required by this Agreement, the Client will provide compensation (the "Compensation") to the Caterer as laid out in Catering Event Addendum [A].
6. A deposit of 50% of the full estimated amount shall be paid upon signing of the agreement, (the "Deposit"), to the Caterer. The final 50% will be paid 72 hours prior to the event.

Menu and Guest Guarantees

7. The Caterer reserves the right to make small changes to the menu, where necessary, if ingredients are not available due to reasons beyond the control of the Caterer.
8. All changes to the menu must be submitted to the Caterer by the close of business, 72 hours prior to the event.
9. All changes in guest number and final guarantee of the number of guests must be submitted to the Caterer by the close of business, 48 hours prior to the event.
10. The final guaranteed number will be the number charged, unless more guests than anticipated are present. Any addition to that Guarantee will be communicated by the Caterer to the client during the event.

Ownership of Materials and Intellectual Property

11. All intellectual property including recipes, formulas or similar related materials (the "Intellectual Property") including any related work in progress that is developed or produced under this Agreement, will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.

Capacity/Independent Contractor

12. In providing the Services under this Agreement it is expressly agreed that the Caterer is acting as an independent contractor and not as an employee. The Caterer and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Notice

13. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement.



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Indemnification

14. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Legal Expenses

15. In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing Party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

Modification of Agreement

16. Any amendment or modification of this Agreement and its addendum Catering Event Addendum [A] or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

17. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

18. The Caterer will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Entire Agreement

19. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement and its Catering Event Addendum [A] except as expressly provided in this Agreement.

Titles/Headings

20. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Governing Law

21. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the



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law of any other forum, by the laws of Connecticut, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

22. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

23. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

Catering Event Addendum [A] Details

24. The attached document contains all details of the event, and are binding. The addendum shall include the following details: Date, Start & End Time, Menu selections, Inclusions, Address of the event [or deliver to address], Guaranteed Numbers and Dates, Payment Details and Due Dates, Service Charge Breakdown, and Taxes [state and local taxes]

The Parties have agreed to the details of this document and its addendum, Catering Event addendum [A].

FULL NAME _____ SIGNATURE: _____

COMPANY: _____ TITLE: _____ DATE: _____

LEGAL ADDRESS: _____

[Client]

FULL NAME Leyla Guldal SIGNATURE: _____

COMPANY: Linda's Buffet Catering LLC TITLE: Owner DATE: _____

LEGAL ADDRESS: 21 Valley Road, Cos Cob CT, 06807

[Caterer]



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Catering Event Agreement Addendum [A]

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1. Date of Event _____
2. Start Time _____
3. End Time _____
4. Menu Selections _____
5. Address of the Event [or deliver to address] _____
6. Expected Number Upon booking _____
7. Guarantee Due Date: 72 hours prior to event _____
8. Guaranteed attendance [final number] _____
9. Menu:

10. Inclusions: Paper plates, cups, napkins and cutlery. All serving dishes, utensils and signs.
11. Deposit Details [Upon Booking, based on expected number], plus 5% Service charge, State and Local Taxes.
Deposit amount _____
Date Paid: _____
12. Final Payment Amount [based on Guaranteed number]
Due amount: _____
Date Due [72 hours prior to event: _____



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Catering Event Agreement Addendum [A]

13. Additions or changes to Final Bill
based on expected number

Deposit Details [Upon Booking,

Date:

The Parties have agreed to the details of this Catering Event Agreement Addendum[A]

FULL NAME _____ SIGNATURE: _____

COMPANY: _____ TITLE: _____ DATE: _____

[Client]

-AND-

FULL NAME Leyla Guldal SIGNATURE: _____

COMPANY: Linda's Buffet Catering LLC TITLE: Owner DATE: _____