



EVENT CONTRACT

This is to confirm our arrangement to contract Robert Meyer's Mangia/Nosh Catering Company for their services as outlined on their Proposal for our event scheduled to be held on: Date: ()

Time of Event: () am/pm

Location: _____

Estimated Length of Shift: hours (including set-up and clean-up time): () Hours

The client agrees to pay Mangia/Nosh Catering a per person price of : \$ _____ per guest.

The agreed upon price has been based on client's estimated count of () guests.

Final head count due by : _____ (7 business days prior to event) and considered a final minimum guarantee for which you shall be billed. After this date, it is possible to increase your guarantee, but not to decrease it. An increase in excess of 10% may incur additional costs caused by special orders and/or an increase in the amount of labor.

TERMS: We require a credit card number be on file to secure final payment of the event. A 50% deposit and this signed contract to secure your party date and our services for your event are required a minimum of Sixty Days prior to the event. Thirty days prior to the event an additional payment of 25% of the estimated total is due. The remaining 25% of the estimated total is due two (2) business days prior to the event (unless prior arrangements have been made with one of our office staff). If payment is not received by the next business day after the event, the remaining balance will be charged to the credit card on file and a \$ 39.00 late fee will be added as well.

ADDITIONAL COSTS: You will be billed for any additional costs incurred, i.e. labor, extras, etc. the next business day after the event. Payment is due on receipt. Accounts over fifteen (15) days shall accrue interest at a rate of 18% per annum or 1.5% per month. A \$ 5.50 finance charge will be added each month. In the event the client fails to pay Mangia/Nosh Catering any balance due after an event, and if legal proceedings are necessary to recover the unpaid amounts, Mangia/Nosh Catering shall be entitled to recover, in addition to the amount due, interest and all costs associated with collection or litigation including attorney fees. A \$35.00 fee plus any additional costs incurred will be charged for any returned checks.

ADDITIONALLY INSURED: \$ 100.00 processing fee.

CANCELLATION POLICY: All deposits are refundable up to ninety days prior to the event less a \$150.00 service fee. If cancelled less than 90 days, 50% of total deposits will be refunded up to 3 weeks. Within the 3-week window, the client is held responsible for up to 50% of all costs incurred. (rental cancellation fees, product ordered and unusable, lost deposits on our behalf)

DAMAGES AND LOSSES: A 10% damage waiver will be added to all rentals provided by Mangia/Nosh Catering. This covers normal loss and breakage of all rentals including linens. Any breakage or loss caused by unnecessary misconduct will be the sole responsibility of the client and billed to them directly.

PERSONAL SERVICEWARE: A party catered in a private home gives the host the opportunity to use his/her own dishes, silver and/or stemware. Our staff have been instructed to use the utmost care in handling these items and to leave each as clean as when found. However, Mangia/Nosh Catering is not responsible for accidental breakage or damage, which may occur during a party. The host must assume the risk involved in these situations. We will be happy to rent china, flatware, etc. for any occasion, upon request.

Mangia/Nosh Catering is not responsible for damage to, or loss of, equipment and/or property belonging to client and/or his agents (baker, florist, etc.) and/or guests at the event, nor for any injury sustained by client and/or guests during the event.

Overtime is calculated after 8 hours, in accordance with the California Labor Law, at a rate of \$45.00 per hour for attendants/bartenders and \$55.00 per hour for chefs and supervisors.

Mangia/Nosh Catering is fully licensed and insured.

Mangia/Nosh Catering will remove catering debris at no extra charge to the client.

Mangia/Nosh Catering does not charge corkage or cake cutting fees.

All leftovers belong to client. All whole foods (unwrapped) and foods used for display or garnish belongs to the caterer.

Please remember coverage for you under product liability insurance is negated if anything other than Mangia/Nosh Catering items is served at your event.

Mangia/Nosh Catering reserves the right to renegotiate prices or make reasonable substitutions on any event quoted more than thirty (30) days in advance.

If any dispute should arise concerning this contract, the prevailing party shall be entitled to attorney fees and costs. Changes to this contract must be in writing and signed by both parties.

ACCEPTED BY: _____
Name (Please Print) Date

SIGNATURE _____

DEPOSIT DUE:\$ _____ DATE RECEIVED

PLEASE SIGN AND FAX BACK TO MANGIA/NOSH@ 415.472.7278

VISA, MASTERCARD OR DISCOVER Credit Card Authorization

Name of Organization _____

I, _____ authorize Mangia/Nosh Catering Company to post all charges for my event on _____, 20____, to my credit card listed below.

Credit Card Number: _____

Exp. Date _____ 3 Digit Code on back of card _____

Cardholder Name: _____
(As it appears on the card)

Billing Address: _____

Telephone Number: _____

Cardholder's Signature: _____

Please check one of the following:

I would like to have the balance of my event charged to this credit card.

I prefer to pay the final balance by check at the event. Please use this credit card number for security purposes only.

Please return with signed Event Contract to:

Robert Meyer's Mangia Nosh
4340 Redwood Highway, Suite F-110
San Rafael, California 94903
Phone: 415•472•2894
Fax: 415•472•7278