

## Catering Contract ---- Pyramid Catering & Events LLC

The following terms and conditions have been established by Pyramid Catering & Events LLC (PC) to ensure absolute quality and guest satisfaction. We thank you for your adherence to these terms and conditions.

### Initial

#### **DEPOSIT:**

A deposit of 1/3rd of your estimated proposal is due at time of booking. Unless other arrangements have been made.

#### **FINAL PAYMENT:**

Final Payment for your event is due 3 days prior to your event date for all events \$2,000.00 and above.

Final Payment for your event is due the day of your event date for all events under \$ 2,000.00.

Payment plans and or terms are available upon request.

#### **FINAL GUEST COUNT:**

Final Guest Count, not subject to reduction, is due 5 days prior to your event date(s).

If you need to increase your guest count, within 5 days of your event date,

we will make every effort to accommodate your request. Additional fees and charges MAY apply beyond the normal agreed upon expenses outlined within your catering workbook.

#### **PAYMENT METHODS:**

All prices quoted are based on a cash/check purchase. All client's wanting to pay via MC or Visa will be assessed an additional non cash payment charge of 4% per the amount of transaction.

#### **WASHINGTON STATE TAX:**

PC charges the current rate on all listed services within your Catering Workbook.

#### **SERVICE CHARGE:**

PC Charges 20% Service Charge on every event, unless otherwise indicated within your Catering Workbook.

The entire service charge goes directly to maintenance and investment back into the company and is not distributed to staff.

At the client's discretion, any extra tip/ or gratuity will go directly to the service staff.

#### **TIMELINE:**

You MAY be billed for additional staff hours if your event does not reasonably adhere to the agreed upon timeline contained within your Catering Workbook.

#### **CANCELLATION BY CLIENT/ VENUE Or ACTS OF GOD**

All prepayments and deposits are returned in full ( less \$ 200.00) if your event is cancelled by you, your venue or by act of god, 180 days or more, from your event date.

If the event is cancelled, between 90 days and 179 days from your event date, all prepayments and deposits are returned to you in full ( less 50% of your deposit amount up to but no more than \$ 1,000.00) .

If the event is cancelled, within 89 days of your event date, all deposits and prepayments are forfeited in full.

If PC is able to re-book your date with a similar event, all prepayments and deposits are returned in full ( less \$ 200.00)

#### **CANCELLATION BY PYRAMID CATERING:**

PC reserves the right to terminate this contract for any reason due to acts of god, emergency, catastrophe or situation out of our control. If PC terminates this contract over 30 days prior to your event date, all deposits and prepayments will be returned in full within 10 days.

If PC terminates this contract within 30 days prior to your event date, all deposits and prepayments will be returned in full within 10 days as well as an additional \$500.00 penalty.

If PC terminates this contract because of client's unlawful activities, non adherence to these terms or PC believes client's actions may be detrimental to our business, all prepayments and deposits are NON REFUNDABLE.

#### **CHANGE OF EVENT DATE or VENUE**

PC will apply the entire balance of your deposits and prepayments ( less \$100.00), towards another event. Subject to our availability. All costs are subject to change.

#### **DAMAGE:**

PC assumes no responsibility for ANY damage or loss of any merchandise, alcohol, equipment, furniture, clothing or other valuables prior to, during or after the event.

We will do everything possible to ensure that all of your supplies, rentals and equipment are cared for and maintained in good working order and without any damage.

I, the client, understand that by using/ providing items I own or are providing or by hosting an event in my home/ office, that accidents/ breakage and damage may occur. I will NOT bill, charge or sue PC for any loss unless the damage or loss was caused by the willful negligent actions or conduct of PC or it's employees.

#### **PC LIABILITY:**

PC's only liability, for third party claims, will be for actions caused by PC and/ or the negligent conduct of it's employees.

#### **THIRD PARTY LIABILITY:**

PC assumes no responsibility for the conduct of guests, members and third parties hired to provide services.

#### **INSURANCE:**

PC Maintains General, Automobile and Alcohol/ Liquor Liability Insurance.

#### **ASSIGNABILITY:**

This contract is not assignable without the written consent of Pyramid Catering & Events LLC.

#### **UNLAWFUL ACTIVITIES:**

The client will comply with all the laws of the United States and the State of Washington, all municipal ordinances and all lawful orders of police and fire departments, and will not do anything on the premises in violation of any laws, ordinances, rules or orders. If unlawful activities are occurring on the premises, and event is cancelled, their will be no refund of any kind from PC to client.

#### **STORAGE:**

Prior approval from PC management is required for any items stored before or after an event.

Initial

**BAR/ BEVERAGES:**

Client assumes the right to provide all or part of their bar / beverage supplies as needed. OR, PC may provide beverage service or Bar Support as indicated within your Catering Workbook in one of the following manners:

- A) Client will provide all alcoholic beverages and / or non - alcoholic beverages. PC may supply soft drinks, juices, glassware, ice, mixers, garnishes and /or bar service personnel.
- B) Client or PC will arrange for a hosted bar service by an outside caterer. Minimum sales and/or possible labor charges are required for this type of service. Client will pay the outside caterer directly.
- C.) Client or PC will arrange for a no-host (cash) bar by and outside caterer. Minimum sales and/or possible labor charges are required for this type of service. Client will pay the outside caterer directly.

**RENTALS:**

You may provide all or part of your own rental items for your event. PC will/ may give you an estimated cost/ list of rentals for your event. You may change/ cancel those items at anytime, However, certain items may incur RESTOCKING & CANCELLATION Fees. If PC is coordinating rentals, on your behalf, through a rental company ( i.e Abbey, AA , Pedersen's, you may be required to pay the rental company directly. This information will be specified in your WORKBOOK. Certain rentals may be provided by PC as listed in your Catering Workbook. Any loss or damage to ANY rentals will be billed to you after your event.

**MENU/ FOOD QUANTITIES:**

PC will prepare between 5%-10% overage based on the final number of guests we receive from you. Part of this overage is to include feeding of the staff and or vendors. You are not charged for this service. NO overage will be provided for bag/ box lunches, unless specified within your Catering Workbook.

**KIDS/ CHILDREN:**

Children under the age of 10 years old are charged \$ 10.00 per child for catering unless specified differently within your catering workbook.

**LEFTOVERS:**

PC (or you and or your guests) may package up all leftovers that are not able to be reused by PC. **You are responsible for providing appropriate containers to place leftovers into.** If you do not have appropriate containers, all food will be disposed of or taken back to our kitchen. Once at our kitchen we are no longer required to give you those leftovers. In accordance with WS Health Codes, PC reserves the right to discard any food items where there is a reasonable risk for food borne illness to occur.

**MENU COST:**

**All menu prices are subject to change within 14 days of your event.** If a drastic change in an ingredient(s) creates an increase in your menu cost, you have two options.  
1.-- A new cost (maintaining your present menu) will be assessed based on current market prices and you may agree to the new price. **OR**  
2.-- Substitute menu item (s) will be presented to you in order for you to maintain the agreed upon ( per person/ platter) menu price within your Catering Workbook.

**GUEST COUNT OVERAGE:**

You will ONLY be charged for the guaranteed number of guests served unless you have more attendee's than the guarantee **AND** PC was required to purchase more Food and or Beverages to accommodate you.

**GUEST COUNT REDUCTION**

If your final guest count is reduced, 20% or more than your latest estimated guest count, your menu cost **MAY** increase proportionally ( based on our present prices).

I have read this contract and understand and agree to the rates and terms and conditions of this contract. Please sign and return one copy to PC. Remember to keep a copy for your records.

Pyramid Catering ( P.C.) Representative: Benjamin Jablonsky

( P.C.) Printed Name: Benjamin Jablonsky ( P.C.) Title: Owner

Authorized Client Signature: \_\_\_\_\_ Today's Date \_\_\_\_\_

Client's Printed Name: \_\_\_\_\_ Client's Title( bride, office manager etc.): \_\_\_\_\_

Business Name or Function Name : \_\_\_\_\_

Function Date: \_\_\_\_\_ Function Venue: \_\_\_\_\_ Deposit amount \_\_\_\_\_