



*Helping You Create a Memorable Affair*

215 Laredo Dr.

Decatur, GA 30030

[www.108Bevents.com](http://www.108Bevents.com)

Phone: 404-987-0331

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## **Catering Sales Agreement**

108B Events Catering LLC herein after referred to as "108B Events Catering", 215 Laredo Dr., Clarkston, GA 30021 hereby agrees to perform catering services for Client for the purpose of holding an approved private or public event. Client hereby accepts this Agreement subject to the following terms and conditions.

### **Deposit & Payments**

**Functions Less than 90-Days:** Fifty (50%) percent of the estimated total catering fee is required to reserve the function date and people served at the time of booking.

**Functions Greater than 90-Days:** Five-Hundred (\$500.00) of the estimated total catering fee is required to reserve the function date and people served at the time of booking with fifty (50%) percent of the remaining balance paid 90-days prior to the event date.

Client has three (3) days from the date of contract to cancel for a full refund minus a (\$100.00) one hundred dollar administrative fee. After such three (3) day period the deposit becomes **NON-REFUNDABLE**. Full payment will be due 14 business days prior to the event. There will be a \$50.00 late fee added to all balances not paid on time and "108B Events Catering" in its sole discretion, may terminate the contract for any late payment.

**Payment Schedule:** Total balance of charges will be owed to "108B Events Catering" fourteen (14) days prior to the event date. A \$50.00 late fee may be charged to Client if the balance is not paid in full by the specified balance due date on the customer invoice. Payment must be made by certified check, money order or cash fourteen (14) days prior to the function date. If 108B Events Catering does not receive payment for the amount owed within five (5) days of the event date, Client will be in default on this contract and the terms of "Default by Client" will apply.

## Event Modifications

**Guest Count Adjustments:** Number of Guest Changes/Amendments: Client understands that the final number of guaranteed guests is due 14 days prior to event at time of final payment. If the client fails to confirm a Guaranteed Number of Guests, then "108B Events Catering" will provide services for Expected Number of Guests quoted. Client understands that a decrease in the guaranteed number of guests and/or the actual number of guests may result in higher "per person" cost (i.e., client guaranteed 150 guests at \$14/person. However, client changes the guaranteed number of guests to 100. The client will now pay \$18/person.)\* and client is responsible for all cost associated with the change. Any Number of Guests changes made within 14 days prior to event will be subject to approval by "108B Events Catering". If said change is approved, client agrees to pay all cost associated with change at time of agreement, including but not limited to shipping, rental and/or convenience fees required by suppliers. Client understands that if all Guaranteed Guests do not arrive on day of event, there will be no refund paid to Client by "108B Events Catering" and any costs associated with guests not arriving will be the full responsibility of client.

\*These numbers are solely being used for this example and may not apply to your particular contract. Please discuss your contract and any changes to your contract with your 108B Events Catering Representative

**Change Event Date:** In order to change an event date after execution of this contract, Client must make such a request in writing to "108B Events Catering" management, specifying a request for a new date and time. The new available event date must be selected within 5 days of receipt of notice from "108B Events Catering". A one hundred (\$100.00) Administrative fee will be charged for all date changes occurring more than seven (7) days after execution of contract. A date transfer cannot be modified more than one time. "108B Events Catering" cannot guarantee any date transfer.

## Agreement Terminations & Cancellations

**Default by Client:** In the event of failure to pay for this contract by Client, "108B Events Catering" shall provide to Client written notice of the default, specifying the nature of the breach. If the breach is not settled before the end of five (5) business days after receipt of such notice or the first day of the License Period, "108B Events Catering" may terminate this agreement without liability.

**Cancellation by the Client:** Cancellation of contract will require a written cancellation letter, dated and signed. If cancellation occurs within three (3) days of contract, a full refund minus a one hundred dollar (\$100.00) administrative fee will be issued. If cancellation occurs after initial three (3) days, all monies paid as down payment will be **NON-REFUNDABLE**, and full payment for any specialty items already ordered by "108B Events Catering" on Client's behalf shall be solely the Client's responsibility. The parties agree that these are liquidated damages and not a penalty.

**Acts of God:** The parties to this agreement will be excused from the performance of this agreement in whole or in part because (a) performance of this agreement by either party is prevented by acts of God (rain, storm, snow, hail), war, government regulation or advisory, disasters, fire, accidents or other casualty; or (b) if, any portion of the Place of Event/Facilities is destroyed or damaged by fire or other calamity so as to prevent the use of the Place of Event/Facilities for the purpose specified in this agreement. In the event of termination under this paragraph, this agreement will be terminated and each party waives any claim against the other for damages resulting from such termination.

## **General Terms and Conditions**

**Tastings:** (Only available for events of 50 guests or more) - Available at \$50 per tasting . This fee will need to be paid at the time tasting is booked to secure tasting. Should you book your event with 108B Event Catering, we will apply \$50 of the tasting fee towards the balance of your event.

**Alcohol Consumption:** Client understands that "108B Events Catering" has no liability for any damages to persons or property that are related to the consumption or possession of alcohol.

**Damages:** Any damages to the equipment caused by the Client, his/her guests or service agents will require repair or replacement. The replacement or repair cost will be charged to the Client, payable within five (5) days of receipt of the invoice for damages.

**Indemnity Clause:** With respect to alcohol consumption, client agrees to indemnify, defend and hold harmless "108B Events Catering" owners, employees, directors, principals, representatives and agents from and against any and all demands, claims, damages to persons or property and injuries including but not limited to injuries to Client and his/her guests, losses and liabilities, including any and all reasonable attorney fees, arising out of, in connection with or caused by use of services as contemplated by this agreement, except those arising out of 108B Events Catering gross negligence or willful misconduct.

**Entire Agreement:** This agreement contains all of the terms agreed upon by the parties with respect to the Event and supersedes all prior agreements, arrangements and communications between the parties concerning the Event, whether oral or written. Nothing in this Agreement will be deemed to create a partnership or agency relationship between "108B Events Catering" and Client to make either party jointly liable for any obligation arising out of the activities and services contemplated or performed by this Agreement.

**Cost of Enforcement:** Should either party bring an action to enforce terms or declare rights under this agreement, or should any disputes be submitted to court, the prevailing party will be entitled to recover, in addition to all other relief to which it is entitled, its reasonable attorney's fees and all costs and expenses of suit. Should either party resort to legal action, the parties agree that the jurisdiction, venue and choice of law will be the city of Decatur, Dekalb County, Georgia. If Client/s should default in payment of any monetary obligation, "108B Events Catering" will be entitled to all of "108B Events Catering" cost of collection, including attorney fees and the overall cost of the contract.

**Counterparts:** Each party to this agreement signs the agreement in counterparts, each of which shall be an original; with the same effect as if the signature were upon the same instrument and the signature may be a facsimile which constitutes an original.

## Right of Subordination

**All parties agree that all stipulations of losses are liquidated damages and not penalties. Client(s) have read, understand and agree to all terms, conditions, stipulations of cancellation and default terms set forth in this agreement.**

**Severability:** The parties agree that the terms and conditions contained in this agreement are separate, severable and divisible. If, any term, provision or condition to this agreement or part thereof, or its application to any person, place or circumstance is held invalid, unenforceable, or void, the remainder of this agreement shall remain in full force and effect, and such invalid unenforceable or void term, provision covenant, restriction or condition shall be modified to make the provision valid and enforced.

Client: 108B Events Catering

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Representative

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

Person(s) responsible for payment:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Form of Payment: \_\_\_\_\_

**All outstanding costs must be settled before the beginning of the Event.**