PC EVENTS CATERING, LLC

CONTRACT FOR CATERING SERVICES

This Contract is entered into this _____day of _____, 20_____ by and between:
_____
_____ ("CLIENT") and PC Events Catering, LLC, ("CATERER").

WHEREAS the CLIENT desires to hold an event/function as described in this Contract; and
WHEREAS the CATERER agrees to provide catering service to CLIENT for valuable consideration described herein;
NOW THEREFORE both parties bind themselves and agree as follows:

Name of Event/Contract #:	
Location:	
Date:	
Time Range:	
Approximate Guest Count:	
Estimated Final Invoice	$

1. INITIAL DEPOSIT.

On the effective date of this Contract, Client shall pay to Caterer an initial deposit of: $_____,
which is _____% of the estimated final invoice as stated above.

This deposit is non-refundable. Upon receipt of the deposit, Caterer shall guarantee the services in this Contract to be provided at the date and location referenced above. If the date and/or location of the event changes, Client must immediately notify Caterer in writing. If the event date or location is changed, Caterer reserves the right to demand an additional deposit payment equal to the original deposit. Caterer cannot guarantee availability of venue or services in the event of a requested date/location change.

2. MENU, ESTIMATE, AND PAYMENT.

Client's requested menu is attached to this Contract as "INVOICE". Revisions to the requested menu must be in the form of an amended INVOICE, signed and dated by both Client and Caterer.

The parties have agreed to an estimated final invoice amount, as stated above. This Estimate is calculated based on the costs of the ingredients at time of purchase, the estimated number of guests, and Caterer's administrative costs and venue caterer fees. The final invoice amount is subject to change based on fluctuations in all of these factors. Client agrees that the final invoice amount may be higher than the estimated final invoice. Due to the fluctuating cost of food items, menu prices are subject to change without notice prior to the event. When a substantial price change in a menu ingredient occurs, Client may either pay the additional cost based on the current adjusted price, or substitute other menu items pursuant to an amendment to the INVOICE.

Client agrees to make the following periodic payments to Caterer:

1. $_____, on or before _____(date),

2. $_____, on or before _____(date),

3. $_____, on or before _____(date),

4. $_____, on or before _____(date),

These periodic payments are non-refundable in the event of Client's cancellation of the event.

3. Final Menu, Guest Count, and Venue.

The parties will agree on a final guest count, final menu, and final invoice price no later than three (3) weeks prior to the event date, at which time the Final Invoice will be due and demandable. Client may request additions to the menu within the three (3) weeks prior to the event, but may not subtract items. Unpaid invoices will accrue a monthly interest charge of 15% starting thirty (30) days after the due date.

Any additional guests that attend, and any additions to the menu less than three weeks prior to the event, will result in additional charges to Client's account. Caterer cannot guarantee the ability to provide additional menu items for new guests added during that time.

Client agrees that Client is responsible for rental of the event venue, including facility costs, facility equipment (tables, chairs, etc.), set up and tear down of tables and chairs, and all other costs associated with the venue. Any responsibility on the part of Caterer for these items must be agreed upon in writing, and accounted for in the Final Invoice.

Client agrees to provide all necessary information to the Caterer to ensure that the caterer is able to plan for table size, facility resources, food storage, and proper staffing at the event venue.

4. Pricing and Staffing.

The parties shall agree on any discounts, promotional pricing, menu specials, and all other costs that will be included in the final invoice. The caterer shall provide a line item statement of all menu item costs, special packages, discounts and administrative costs on the Final Invoice. In the event that Caterer agrees to provide Client with any free items, discounts, promotion items or services, or other sale items at the beginning of the contract, Client agrees that the final number of guests and menu items must be within 15% of the original Menu for those discounts to remain valid.

Caterer will provide staffing for the event appropriate to the size and needs of the event, based on the INVOICE. Caterer reserves the right to increase or decrease the staffing rate in the event of changes to the guest list, menu items, or non-standard work required of staff, such as set up and tear down of tables and chairs. Client will be billed for additional staff hours for any time extension beyond the prior agreed upon time.

Client agrees that an 18% service fee will be charged by Caterer, and listed on the final invoice. This fee reflects Caterer's administrative costs, and is not a gratuity to Caterer or Caterer's employees. This fee is nonnegotiable and nonrefundable.

Client agrees that if Caterer must travel longer than thirty (30) minutes from 50 South Liberty Street, Powell, Ohio, Client will be charged an hourly rate of $25.00 per hour for Caterer's travel time.

In accordance with appropriate Health Codes, Caterer reserves the right to discard any leftover food items. After the agreed upon event timetable, where there is a reasonable risk for food borne illness to occur. At their discretion, Caterer may agree to allow Client to take home leftover food items, if Client provides their own appropriate storage containers. Cater incurs no liability for left-over food taken home by Client or Client's guests.

5. Miscellaneous.

Caterer assumes no responsibility for ANY damage or loss of merchandise, alcohol, equipment, furniture, clothing or other valuables prior to, during, or after the event. Caterer will do everything possible to ensure that all of Client's supplies, rentals and equipment are cared for and maintained in good working order and without damage. Client absolves Caterer from any third party claims, except for actions caused by Caterer and/or negligence of its employees. Such claims to amount to a maximum amount of $ 200.

The Client will comply with all the laws of the United States of America and the State of Ohio, all municipal ordinances and all lawful orders of police and fire departments, and will not do anything on the event/function premises in violation

of any laws, ordinances, rules or orders. If unlawful activities should occur on the premises, and the event is cancelled, there will be no refund of any kind from Caterer to Client.

The parties agree that from time to time Client may authorize Caterer to charge Client's credit or debit card via electronic mail or telephone call. Client agrees that such authorizations are valid, and Client shall not contest such charges as unauthorized, so long as the person giving authorization has been listed on the Credit Card Authorization Form.

Any amendment and supplement to this Agreement shall come into force only after a written agreement is executed by both parties. The amendment and supplement duly executed by both parties shall be part of this Agreement and shall have the same legal effect as this Agreement.

This Agreement, and any amendments herein, as well as the Credit Card Authorization form shall be considered fully executed and effective if the Caterer and Client have both acknowledged acceptance of the contract terms via electronic mail, even if the parties have not physically signed the contract itself.

This contract is not assignable without the prior written consent from the Caterer.

Caterer reserves the right to terminate this contract in the event of breach of the contract terms by Client. If Caterer terminates the contract, Client agrees that any periodic payments made toward the final invoice prior to cancellation are nonrefundable.

This Agreement shall be governed by and construed in accordance with the laws of the USA and the State of Ohio.

IN WITNESS THEREOF the parties hereto have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the date first set forth above.

_____   _____
PC Events Catering, LLC   Date

_____   _____
Client   Date

_____   _____
Client   Date