

Gina's Café and Catering Contract

674 Main Street
Cosby, MO 64436
1-816-378-2475

Customer's Name: _____

MENU:

Full Address: _____

Time and date of Function: _____

Location(s) of Function: _____

Guaranteed Total # of Guests _____

Quote pp/total _____ Initial _____

Guaranteed Min.Charge:\$300.00(Unless otherwise specified)
Retainer Fee: 10% of total bill (unless otherwise specified)

General Information and Policies

Our professional resources in culinary and service skills afford you complete assurance that all commitments will be carried out to your satisfaction. In order to ensure you and your guests of a well-organized function, we must ask that we both adhere to the following catering policies:

Payments and Retainer Fee

Billing arrangements for all events must be made in accordance with catering policies. There is a 50% retainer fee on all events, unless prior arrangements have been made. We accept cash, checks, money orders, visa, master card, American express or discover. Checks should be made out to Gina's Café and Catering. If we receive a payment for services via check and that payment bounces with our bank you will be responsible for a \$50.00 fee.

Guarantees

The coordinator must be notified of the exact number for which you wish to guarantee services for not later than 7 working days before the event. In the event a guarantee service number is not received, the original estimated attendance count will be prepared and charged. The charge for each additional person set up at patron's request will be made and patron agrees to pay at Caterer's established rate of quoted price per person.

Taxes

All applicable state and local taxes will be imposed and paid by the client. If the client's organization is tax exempt, the caterer must receive a certificate reflecting the client's exemption status not later than five working days before the event. If the caterer does not receive this certificate, the client agrees to pay all taxes associated with the event.

Cancellations

If the client cancels a contracted food and beverage event, and/or facility, the caterer can retain all or a portion of the retainer fee as liquidated damages.

Portion Sizes

Most of our menu items are sold on a per guest basis, with portion sizes having been determined by our experienced catering staff. If you would like information regarding exact quantities, please do not hesitate to ask our catering coordinator.

Leftover Food

When we are on location to serve food, we usually carry more than we expect to serve. When offsite for a long period of time, we have extended food temperatures and holding conditions to a point that we will not release leftover food to you or your guests. This policy is required by the Missouri Department of Health. We trust you will co-operate.

Catering Contract

1. I, Patron, agree, to pay for all guests attending but not less than for the number of guests guaranteed. Caterer may limit services to the number of guests guaranteed or the number of guests Caterer deems to be the maximum for the facility. Arrangement for additional guests and menu changes must be made at least five (5) days prior to the functions and such final guarantee, whether oral or written, shall be binding on patron as if originally guaranteed. In no event shall guarantee be less than originally agreed upon.
2. The change of each additional person set up at patron's request after the five (5) day period prior to event will be made and patron agrees to pay at Caterer's established rate of quoted price per person.
3. No event will be permitted to run over the time agreed upon without Caterer's approval. Caterer reserves the right to make reasonable additional charges for events running beyond the time agreed upon. The agreed charge is \$50.00 per hour.
4. In the event patron cancels or otherwise breaches this agreement, Caterer shall retain \$100.00 and/or any reasonable out-of-pocket expenses incurred by Caterer of deposit for damages. A schedule of cancellation charges follows:
5. Any balance due will be paid in cash, money order, check or credit card within seven (7) days of the start time of function.
6. Delinquent Accounts - we reserve the right to assess finance charges on any amount unpaid when due at an interest rate of 1 ½% per month or the maximum rate permitted by law.
7. In the event that the caterer must seek legal remedies to complete execution of this contract, the client agrees to pay all reasonable attorney fees.
8. When patron wants to supply any food to be brought on the premises, patron must secure written approval and endorsement of Caterer before such food will be allowed on the premises.
9. Caterer reserves the right to substitute items that become unavailable in the open market or that exceeds reasonable market costs. Caterer will notify patron for approval if time allows.
10. Caterer and/or its agents will be liable for any damage to property entrusted to its employees, for the loss of any property by theft or

otherwise. Patron assumes responsibility for any damages to any property rented to patron that may be caused by patrons, members, guests or invitees.

11. Caterer shall have no responsibility or liability for failure to supply any services when prevented from doing so by strikes, accidents or any cause beyond Caterer's control, or by orders of any governmental authority, except to return said retainer fee within sixty (60) days.

This agreement constitutes the entire agreement between the parties. No modifications or cancellations thereof shall be valid nor of any force effect unless in writing signed by the Caterer. The undersigned acknowledges that (s)he has read and accepted all the terms of CATERING AGREEMENT and had executed the Agreement on the:

(Date) _____ by returning it within ten (10) working days.

Failure to comply will risk securing the aforementioned contracted day of function.

The agreement coincides with the CATERING ORDER WORKSHEET which outlines the exact type of food, times and equipment to be provided by caterer for patron. A copy of the CATERING ORDER WORKSHEET must accompany this agreement to make it whole.

_____ DATE _____
PATRON

_____ DATE _____
CATERER

ALCOHOL POLICIES:

- ♣ Bartender service fee is \$25.00 per hour, per server.
- ♣ Due to liability issues and state liquor laws, GINA'S CAFÉ AND CATERING must supply and serve all alcohol at events where GINA'S CAFÉ AND CATERING is the main licensed alcohol server.
- ♣ Missouri Department of Alcohol and Tobacco Control prohibits serving alcohol to guests under the age of 21 or to anyone visibly intoxicated. GINA'S CAFÉ AND CATERING strictly adheres to all laws and regulations pertaining to the sale and service of alcohol beverages. We ask your understanding and cooperation in preventing sales to minors and intoxicated individuals, a valid photo ID is required.
- ♣ All kegs ordered are paid in full. No refund on partial or unused kegs. We are not permitted to give or sell unused alcohol

♣ Bar set up options: Additional Fees: _____
 Beer: _____ Wine: _____ Liquor: _____
 Notes: _____

- ♣ A maximum of four (4) hours of alcohol service is available at each event. Additional service is available at the discretion of GINA'S CAFÉ AND CATERING and may incur an additional hourly rate.
- ♣ No alcohol service after _____ PM.
- ♣ No outside alcoholic beverages allowed at events, where GINA'S CAFÉ AND CATERING is the main licensed alcohol server, without prior written permission.
- ♣ We try to accommodate special wine, beer, and champagne requests, at an additional cost.

Alcohol Waiver:

GINA'S CAFÉ AND CATERING will be providing food and non-alcoholic beverages for this event. Client understands that by contracting another vendor for service of alcoholic beverages, GINA'S CAFÉ AND CATERING, is released from bearing responsibility for the serving of alcohol and the control of alcohol consumption at this event. In this case GINA'S CAFÉ AND CATERING will not be responsible for providing, collecting, or cleaning glassware used for alcoholic beverages. The Client will also be responsible for informing the venue of the event of the alcohol arrangements.

Vendor responsible for alcohol service and phone number

If applicable, Client has read and understands the alcohol waiver _____ (Client's initials)

Catering Contract Accepted by:

_____ Client

_____ Caterer

