

Catering Contract

This is a template, not legal advice

This document is a general-purpose template provided for information only. It is not legal advice, it does not create a lawyer-client relationship, and nobody has reviewed it against your situation.

Laws differ by country, state and province, and they change. A clause that is standard in one place can be unenforceable — or illegal — in another. Terms that are ordinary between two businesses can be void in a consumer or employment context.

Read every clause before you use it, fill in every blank, and delete anything that does not apply. For anything high-value, unusual, or that you could not afford to lose a dispute over, have a qualified lawyer in your jurisdiction review it before it is signed.

How to use this template

1. Read it end to end and delete any clause that does not apply to you. Blanks are shown as a grey label on a line.
2. Need the other party to sign too, with an audit trail and a tamper-evident seal? That is what the paid product does.

Catering Contract

This Catering Contract (this "Agreement") is made on [Date of this agreement] between [Client's full legal name] of [Client's address] (the "Client") and [Caterer's full legal name], trading as [Caterer's business name, if any], of [Caterer's address] (the "Caterer"). Each is a "Party" and together they are the "Parties".

The Client wishes to engage the Caterer to provide food and beverage service for [Description of event, e.g. a wedding reception, corporate lunch, birthday party] (the "Event") on [Event date] at [Event venue, with full address] (the "Venue"). This Agreement sets out the menu, staffing, pricing and the guest-count deadline that determines the Caterer's final commitment and invoice for the Event.

1. Parties and Engagement

The Client engages the Caterer, and the Caterer accepts the engagement, to provide the food, beverage and related service described in this Agreement for the Event. The Caterer is engaged as an independent contractor, not as an employee, partner or agent of the Client, and is responsible for the Caterer's own staff, equipment, taxes, licenses and insurance.

The Caterer holds, and shall maintain for the duration of this Agreement, all food-service permits, licenses and certifications required by law in the jurisdiction where the Event takes place, including any permit required to prepare or serve food off-premises and, where alcohol is served under clause 3, any license required to serve it.

Both Parties shall give each other a working telephone number and email address for the period leading up to and including the Event, and shall notify each other promptly of any change. The Client shall name an on-site point of contact reachable throughout the Event who is authorized to make day-of decisions on the Client's behalf.

2. Event Date, Time and Venue

The Caterer shall provide the service described in this Agreement at the Venue on the Event date stated above. The Caterer shall arrive to begin setup no later than [Setup arrival time], food and beverage service shall run from [Service start time] to [Service end time], and the Caterer shall complete breakdown and vacate the Venue no later than [Breakdown completion time].

The Client is responsible for securing the Caterer's access to the Venue, including any loading-dock, parking, elevator or kitchen access the Caterer needs, and for confirming

what kitchen facilities and equipment (ovens, refrigeration, running water, power outlets and their amperage) are available on site. The Caterer shall notify the Client in writing, no later than [Kitchen-needs confirmation deadline, e.g. two (2) weeks before the Event] , of any facility or equipment the Venue lacks that the Caterer will need to bring or that will change the menu or pricing.

The Client shall notify the Caterer of any change to the Event date, time or Venue in writing as soon as it is known. A change to the Event date itself is treated as a cancellation and rebooking under clause 10, subject to the Caterer's availability on the new date.

3. Menu and Food and Beverage Service

The Caterer shall prepare and serve the menu set out in [Menu attachment or description, e.g. "Exhibit A" or a description of courses and dishes] (the "Menu"), for the number of guests confirmed under clause 5, in [Service style, e.g. plated, buffet, family-style, food stations, passed hors d'oeuvres] format.

Where a tasting session is included, it shall take place on or before [Tasting date] at [Tasting location or "no additional charge"] . The Menu is finalized on [Menu finalization deadline, e.g. thirty (30) days before the Event] ; after that date, a Menu change requires the Caterer's written agreement and may change the price under clause 7.

Beverage service is

[Beverage service description, e.g. "non-alcoholic beverages and coffee/tea only" or "a hosted bar serving beer, wine and spirits"] .

Where the Caterer serves alcohol, the Caterer shall check guest identification as required by law, shall not serve a visibly intoxicated or underage guest, and may stop alcohol service at its own discretion for those reasons without liability to the Client.

The Caterer shall supply the following as part of the price in clause 7, unless listed as an extra:

[Included items, e.g. dinnerware, glassware, flatware, linens, chafing dishes, serving utensils] .

Any item not listed is an extra, quoted in advance and added to the invoice under clause 7.

4. Dietary Restrictions and Allergen Disclosure

The Client shall provide the Caterer, in writing, a full list of every guest's known food allergies, intolerances and dietary restrictions (including but not limited to nut, shellfish, dairy, gluten and egg allergies, and vegetarian, vegan, halal or kosher requirements) no later than [Dietary disclosure deadline, e.g. fourteen (14) days before the Event] . The Client shall update that list promptly if new information becomes known before the Event.

On receiving that disclosure, the Caterer shall: prepare a suitable substitute or accommodation for each disclosed restriction; label each dish served at the Event that contains, or may contain, a major allergen listed in the disclosure; and take reasonable precautions against cross-contamination between an allergen-containing dish and its substitute during preparation, plating and service.

The Caterer is not responsible for a reaction caused by a restriction or allergy the Client did not disclose by the deadline in this clause, or for a guest who consumes a dish inconsistent with a restriction the Client disclosed on that guest's behalf. This clause does not limit the Caterer's responsibility under clause 11 for its own negligence in handling a restriction that was properly and timely disclosed.

5. Guest Count and Final Count Deadline

The Client's estimated guest count at signing is [Estimated guest count] . The Client shall provide the Caterer with a final, guaranteed guest count in writing no later than [Final count deadline, e.g. seven (7) days before the Event] (the "Final Count Deadline"). The number given by the Final Count Deadline (the "Guaranteed Count") is the minimum number the Caterer will prepare for and the minimum number the Client will be billed for under clause 7, regardless of how many guests actually attend.

The Client may increase the Guaranteed Count after the Final Count Deadline only with the Caterer's written agreement, which the Caterer may decline or accept subject to food, staffing and equipment availability and an adjusted price. The Client may not reduce the Guaranteed Count after the Final Count Deadline.

If more guests attend the Event than the Guaranteed Count, the Caterer shall make reasonable efforts to accommodate [Overage cushion, e.g. up to five percent (5%) above the Guaranteed Count] from on-hand supplies, billed at the per-head rate in clause 7 that applies to the actual attendance. The Caterer is not obliged to feed, and is not liable for not feeding, attendance above that cushion, and the Client acknowledges that food is prepared to the Guaranteed Count plus that cushion only.

6. Staffing, Equipment and Setup and Breakdown

The Caterer shall provide

[Staffing description, e.g. one (1) event captain, two (2) servers and one (1) bartender] for the duration of service stated in clause 2. Staff shall arrive with the Caterer at the setup arrival time and remain through breakdown.

The Caterer is responsible for transporting, setting up and operating its own cooking, holding and serving equipment, and for cleaning and removing that equipment, all food waste generated by its service, and its own trash at the end of the Event. The Client is responsible for tables, chairs, linens and dinnerware only where clause 3 does not list them as included, and for general venue trash and cleaning that is not related to the Caterer's service.

If setup or breakdown runs beyond the times stated in clause 2 for a reason within the Caterer's control, the Caterer bears the added labor cost. If it runs beyond those times because the Venue was not ready, access was delayed, or for another reason within the Client's or Venue's control, the Client shall pay the Caterer's standard hourly rate of [Additional labor rate per hour] for the added staff time.

7. Fees and Per-Head Pricing

The price for food and beverage service is charged per guest, based on the Guaranteed Count (or actual attendance under clause 5, if higher), at the following tiers:

- (a) [Tier 1 range, e.g. up to 49 guests] : [Tier 1 price per head] per guest;
- (b) [Tier 2 range, e.g. 50-99 guests] : [Tier 2 price per head] per guest;
- (c) [Tier 3 range, e.g. 100-149 guests] : [Tier 3 price per head] per guest;
- (d) [Tier 4 range, e.g. 150 guests or more] : [Tier 4 price per head] per guest.

8. Minimum Guest Count and Additional Charges

The Caterer requires a minimum of [Minimum guest count] guests or a minimum spend of [Minimum spend amount] , whichever the Caterer states applies; if the Guaranteed Count falls below that minimum, the Client shall still pay for the minimum. The per-head price includes

[What per-head price includes, e.g. the Menu, included items under clause 3, and standard staffing under clause 6]

and excludes

[What is excluded, e.g. a hosted bar package, cake-cutting fee, delivery outside the standard radius, rental upgrades] ,

which are quoted separately and added to the invoice.

A service charge of [Service charge percentage, e.g. twenty percent (20%)] and applicable sales tax are added to the total and are not gratuity unless this Agreement says

otherwise. Any additional gratuity is at the Client's discretion.

9. Payment Schedule and Deposit

To reserve the Event date, the Client shall pay a non-refundable deposit of [Deposit amount] by [Deposit due date]. The date is not reserved, and the Caterer is under no obligation to perform, until the deposit is received and this Agreement is signed by both Parties.

A second payment of [Second payment amount or percentage], based on the estimated guest count, is due by [Second payment due date]. The final balance, calculated from the Guaranteed Count and any extras under clauses 3, 6, 7 and 8, is due by [Final balance due date, e.g. three (3) days before the Event]. Payment may be made by [Accepted payment methods].

Sums unpaid after their due date carry interest at [Late payment charge, e.g. 1.5% per month], and the Caterer may suspend planning, cancel the booking, or decline to perform if the final balance is not received by the due date.

10. Cancellation Policy

Either Party may cancel this Agreement by written notice. If the Caterer cancels for any reason other than one covered by clause 12 (force majeure), the Caterer shall refund every sum the Client has paid, including the deposit, within [Refund period, e.g. fourteen (14) days].

If the Client cancels, the deposit is not refunded, and the following applies in addition, based on the date the written notice is received:

- (a) more than [First notice band, e.g. ninety (90) days] before the Event: the Client owes nothing beyond the deposit already paid;
- (b) between that period and [Second notice band, e.g. thirty (30) days] before the Event (inclusive): the Client owes [Percentage, e.g. fifty percent (50%)] of the estimated total price, less the deposit already paid;
- (c) fewer than that shorter period before the Event: the full estimated total price is due, less the deposit already paid; and
- (d) in every case, the cost of any perishable food already purchased or prepared, and any non-refundable rental or subcontractor cost the Caterer has already incurred, is payable in addition.

11. Liability, Insurance and Food Safety

The Caterer shall carry commercial general liability insurance of at least [General liability coverage amount] and, where alcohol is served under clause 3, liquor liability insurance of at least [Liquor liability coverage amount] , and shall provide the Client or the Venue with a certificate of insurance on request, naming the Venue as an additional insured where the Venue requires it.

The Caterer shall follow applicable food-safety law and standard commercial kitchen practice in the sourcing, storage, preparation, holding and serving of all food, including safe temperature control from preparation through service.

The Caterer's total aggregate liability under or in connection with this Agreement, whether in contract, tort, negligence or otherwise, shall not exceed the total sums the Client has actually paid to the Caterer under this Agreement. Neither Party is liable to the other for indirect, incidental, special or consequential loss, or for loss of profit, revenue, opportunity or goodwill, however it arises. Nothing in this Agreement limits or excludes either Party's liability for death or personal injury caused by negligence, for foodborne illness caused by the Caterer's failure to follow applicable food-safety law, for fraud, or for anything else that cannot lawfully be limited or excluded.

The Client shall indemnify the Caterer against any loss, damage or injury caused by a guest's conduct at the Event that is outside the Caterer's control, and the Caterer shall indemnify the Client against any loss, damage or injury caused by the Caterer's negligence or that of its staff.

12. Governing Law, Signatures and General

This Agreement and any dispute arising out of it are governed by the laws of [Governing law, e.g. the State of Illinois] , and the Parties submit to the exclusive jurisdiction of the courts of [Jurisdiction] . Neither Party is liable for a failure to perform caused by an event beyond its reasonable control, including natural disaster, epidemic, war, civil unrest, or an act or order of a public authority; where such an event prevents the Event from taking place, the Parties shall first seek to reschedule under clause 10 before either treats this Agreement as cancelled.

This Agreement is the entire agreement between the Parties about catering for the Event and replaces any earlier quote, proposal, message or understanding about it. It may only be amended in writing signed or confirmed by both Parties. Neither Party may assign it without the other's written consent. If any provision is held unenforceable, the rest continues in force, and a failure to enforce a provision is not a waiver of it. Clauses 9 and 11 and this clause survive the end of this Agreement.

This Agreement is not binding on either Party until it has been signed and dated by

both. It may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

In agreement with the terms above, the parties have signed below on the dates written beside their signatures.

Client

Signature: _____

Printed name: _____

Date: _____

Caterer

Signature: _____

Printed name: _____

Company: _____

Title: _____

Date: _____