



Catering Contract

Initial

DEPOSIT

A 50% estimated deposit is due at time of booking. Unless other arrangements have been made with management.

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 invoice.

PAYMENT METHODS

d'lish catering accepts cash, check and all major credit cards.

DELIVERY/ SERVICE CHARGE

Delivery/gratuity charge is subject to location & set-up requirements. An 18% gratuity will be added to all invoices with servers/bartenders.

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 Invoice.

CANCELLATION BY CLIENT / VENUE / 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 d'lish catering is able to re-book your date with a similar event, all prepayments and deposits are returned in full (less \$ 200.00).

CANCELLATION BY d'lish catering

d'lish catering reserves the right to terminate this contract for any reason.

If d'lish catering terminates this contract over 30 days prior to your event date, all deposits and prepayments will be returned in full within 10 days. If d'lish catering 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.



CHANGE OF EVENT DATE or VENUE

d'lish catering 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

d'lish catering 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 d'lish catering for any loss unless the damage or loss was caused by the willful negligent actions or conduct of d'lish catering or it's employees.

d'lish catering LIABILITY:

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

THIRD PARTY LIABILITY:

d'lish catering assumes no responsibility for the conduct of guests, members and third parties hired to provide services.

INSURANCE:

d'lish catering Maintains General, Automobile and Alcohol/ Liquor Liability Insurance.

ASSIGNABILITY:

This contract is not assignable without the written consent of d'lish catering, inc.

UNLAWFUL ACTIVITIES:

The client will comply with all the laws of the United States and the State of Texas, 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, there will be no refund of any kind from d'lish catering to client.

STORAGE:

Prior approval from d'lish catering management is required for any items stored before or after an event.

BAR/ BEVERAGES

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

A) Client will provide all alcoholic beverages and / or non - alcoholic beverages. d'lish catering may supply soft drinks, juices, glassware, ice, mixers, garnishes and /or bar service



personnel.

B) Client or d'lish catering will arrange a hosted bar service using d'lish catering staff.

C) Client or d'lish catering 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.

D) Client or d'lish catering will arrange for a no-host (cash) bar 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.

RENTALS

You may provide all or part of your own rental items for your event. d'lish catering 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 d'lish catering is coordinating rentals, on your behalf, through a rental company (i.e Aztec), you will be required to pay the rental company directly. Certain rentals may be provided by d'lish catering as listed in your Catering Invoice. Any loss or damage to ANY rentals will be billed to you after your event.

MENU/ FOOD QUANTITIES

All entrees require a 10 person minimum. Orders must be placed 24 hours in advance to ensure menu availability. Special requests are accommodated, given advance prep time. d'lish catering 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 Invoice.

STAFFING

Our staff will be dressed appropriate for events, unless you request something different. Our invoice will include staffing for at least 4 hours beginning at the starting time throughout the final cleanup of the event. Overtime is billed at the rate of \$25 an hour. No overtime will be incurred if the event ends on schedule. We reserve the right to increase or decrease the number of staff if the guaranteed guest count is 10% higher or lower than the number in invoice.

LEFTOVERS

d'lish catering (or you and or your guests) may package up all leftovers that are not able to be reused by d'lish catering. 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 TX Health Codes, d'lish catering 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 within your menu is established 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 Invoice.

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 d'lish catering 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 d'lish catering. Remember to keep a copy for your records.

d'lish catering, inc - Representative: Mandy Bennett

Printed Name: Mandy Bennett (d'lish catering, inc.), OWNER

Authorized Client Signature: _____ Today's Date _____

Client's Printed Name: _____ Client's Title: _____

Business Name or Function

Name: _____

Function Date: _____ Function Venue: _____

Deposit Amount _____

1200 McKinney St # 479 – Houston, TX 77010 – 281.953.5474 (phone) – 281.953.5475 (fax)



CATERING INFORMATION

- Orders must be placed 24 hours in advance to ensure menu availability.
* Cancellations must be made 24 hours in advance *
- All items are served in buffet style lunch portions and are a 10 person minimum per entrée or dish unless otherwise stated.
- All food items are served in disposable containers, unless more formal presentation or chafers/warmers are required.
- We can provide all disposable plates, cups, napkins & eating utensils for an additional charge.
- Chaffing dishes, china, glassware, silverware & servers are available at additional charge.
- For your evening event or dinner, we have bartenders and servers available for an additional charge. Please ask, and allow us to help you customize your menu, and the style of your event.
- Special requests are accommodated, given advance prep time.
- Delivery/gratuuity charge is subject to location & set-up requirements.