



The Peached Tortilla Catering Contract

THIS AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____ 20____, by and between The Peached Tortilla Mobile, LLC (“Caterer”) and _____ (“Customer”).

WHEREAS, Customer desires to contract for an experienced caterer for an upcoming event (“Event”) in the amount of _____;

WHEREAS, Caterer seeks to provide food catering services built around its concept and brand;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

I. EVENT TERMS.

1.1. Payment Terms. An executed copy of the Agreement must be returned with a 50% deposit in order to secure a reservation for the event catered by Caterer. This deposit is only refundable if the Event is cancelled within the terms of the Agreement. Final payment of the remainder balance is due ten (10) days prior to the Event. Caterer may cancel the Agreement at anytime if Customer does not adhere to the payment schedule. If cancelled by Caterer for untimely payment, Customer forfeits all deposits paid. Caterer will accept cash, checks and credit cards (Visa and Mastercard) as forms of payment. Customer checks must be received ten (10) business days prior to the event for clearance, payable to: The Peached Tortilla Mobile, LLC. There will be a charge of \$75 for any bounced/returned checks. A 3% transaction fee will apply to all credit card transactions.

1.2. Private Parking. Customer agrees to provide private parking for the Event. The parking area must allow for clearance of the following dimensions: 28 FT long X 10 FT wide X 12 FT high. The private parking space must have room for the following dimensions: 21 FT long X 13 FT wide X 16 FT high. Customer acknowledges that in the event Caterer is unable to park in the provided private parking space, all monies for the event will be retained in full by Caterer.

1.3. Mileage Fee. If Event involves use of Caterer's food truck, a mileage fee of \$3/mile for all caterings will be assessed. Total mileage will be determined by calculating the round trip miles from Caterer's commissary location in Pflugerville, Texas to Event location. If Event does not involve use of Caterer's food truck, a set-up/delivery fee of \$35 for all caterings within fifteen (15) miles of Caterer's kitchen commissary will be assessed. For Events outside of the fifteen (15) mile limit, a mileage fee of \$1.50/mile (outside of the fifteen (15) miles), in addition to the \$35 set-up/delivery fee, will be assessed.

1.4. Service Times. Unless otherwise noted, Caterer's service time for the Event will last two (2) hours.

1.5. Verification and Number of Attendees. Final menu selection and minimum meal guarantees are due fourteen (14) business days prior to the Event. Caterer requires the final guaranteed attendance ("Final Attendance") at this time as well. Should Caterer not receive the Final Attendance by this time, Caterer will prepare for the original estimated attendance amount ("Estimated Attendance") and charge for the Estimated Attendance or the number actually in attendance, whichever is greater. The Final Attendance is not subject to reduction. If additional food is required after the Final Attendance is given, Customer agrees to contact Caterer immediately.

1.6. Final Attendance. Caterer requires the Final Attendance fourteen (14) days in advance of an event. Customer agrees to pay for number of attendees listed on the invoice. This includes those individuals accounted for in the Final Attendance that do not attend. No adjustment will be made for guests accounted for in the final head counts that do not attend.

1.7. Menu. Customer may submit menu selections in conjunction with the execution of this Agreement. Customer may change its menu selections up to fourteen (14) days prior to the Event, subject to the availability of products and any necessary pricing adjustments.

1.8. Menu costs. All menu prices are subject to change within fourteen (14) days of the Event. If a drastic change in an ingredient's price within Customer's menu is established, Customer has two options: (i) a new cost (maintaining Customer's present menu) will be assessed based on current market prices to which Customer may agree to; or (ii) substitute menu item(s) will be presented to Customer in order for Customer to maintain the agreed upon menu price.

1.9. Change of Event Date or Venue. Caterer will apply the entire balance of Customer's deposit towards another Event, subject to availability. All costs are subject to change.

II. MISCELLANEOUS PROVISIONS.

2.1. Service Fee. An eighteen percent (18%) Service Fee will be added to the Event to cover all event coordination regarding logistical details between Customer and Caterer and also between Caterer and DNA Events (“DNA”) (the “Service Fee”). The Service Fee does not constitute gratuity.

2.2. Cancellations. 50% of the deposit amount - 25% of the total amount - constitutes a reservation fee to secure the event date (“Reservation Fee”). The Reservation Fee is non-refundable. If the Event is canceled with in 30 days prior to the Event date, Caterer will retain the full deposit. If the Event is canceled fourteen (14) days or less prior to the Event date, the full amount of the event will be retained and/or owed to Caterer.

2.3. Attorney Fees. Customer agrees to pay all costs and attorney fees realized by Caterer for the purposes of collecting any amounts due hereunder, including, but not limited to, reasonable attorneys’ fees, court costs and expenses.

2.4. Liability. Customer agrees to indemnify and hold Caterer harmless against all claims for injury or damage to persons or property arising out of any act, omission, negligence or misconduct on the part of said Customer or any of its agents, guests, patrons or invitees.

2.5. Personal Property. Caterer cannot assume responsibility for personal property and equipment brought into Customer’s private property during the event.

Authorized Customer Signature

Date

The Peached Tortilla

Date



**The Peached Tortilla
Catering Contract Order**

***please return this contract signed when placing your deposit

Event Date: _____ Estimated Guest Count: _____

Estimated Cost: _____

Company Name (if applicable):

Company or Home Address: _____

Event Location: _____

Contact Person: _____

Phone: _____ Alternate Phone: _____

Fax: _____ E-mail: _____

Arrival Time: _____ Food Service Time: _____

