

Martha's Catering Office 1122 Michigan Street NE Grand Rapids, MI 49503 catering@mvwines.com 616-459-0116

Martha's Catering Event Contract

| Event Name: | Event Date: |
|-----------------------------|--|
| Type of Event: | Catering Rep: |
| The contractual obligations | s for food and beverage catering are as follows: |
| • | rent, Martha's Catering requires a valid Credit card to be on file for all events. ard unless otherwise specified by client or final payments are not made to billing |
| Credit Card on File: | |
| Name on Card: | |
| Card Type: | |
| Card Number: | |
| Expiration Date: | Security Code: |

PAYMENT METHODS:

Martha's Catering accepts cash, check, and major credit cards. Payments by credit card may be called into Martha's Catering Billing Department at **616.459.0116**. If paying by check, please make payable to: **Catering by Martha's** for *Food Catering or* **Martha's** Vineyard for *Beverage Catering*. All payments may be mailed to our Billing Department (address above).

PAYMENT

FOOD CATERING

A 50% estimated deposit is due for food catering at signing of the event contract. The remaining balance is due 14 days prior to the event.

BEVERAGE CATERING

A 25% estimated deposit is due for beverage catering at the signing of the event contract. A second payment amounting 75% of the remaining balance is due 14 days prior to the event.

POST EVENT

Within one week post event, Martha's Catering Billing Department will contact the client to confirm the final payment arrangement. Martha's Catering will only run the card on file (above) with permission from the client or if payment has not been received 30 days post event. Martha's Catering will remove the credit card information from our system after the final balance has been paid.

FINAL PAYMENT ARRANGEMENT

At signing of the contract, the client will make final payment arrangements with the Catering Rep (above). Final payment must be made within 30 days post event. The remaining invoice(s) balance post event will be paid by (payor and method of payment):

MICHIGAN STATE TAX/TAX EXEMPT FORM

Martha's Catering charges the current tax rate on all services unless provided with a tax exempt form. A "Michigan Sales and Use Tax Certificate of Exemption Form" is due with the signed contract for eligible organizations.

FINAL GUEST COUNT AND MENU

A set menu and final guest count must be confirmed 14 days prior to the scheduled event. If you need to increase your guest count within 14 days of your event date, we will make every effort to accommodate your request. Additional charges may apply. Reductions to the guest count are not accepted after the 14 day deadline and will not result in a refund.

EVENT TIMELINE

For specialized events and groups over 100 people, the client is to provide a timeline of events to include, but not limited to; the time of guest arrival, toasts/speakers, dinner service, breaks, etc. Please include additional contacts and outside vendor information (i.e.: Venue, DJ, Floral etc.).

CANCELLATION POLICY

BY CLIENT / VENUE

If a cancellation occurs within 14 days' of an event, the client is responsible for 100% of the quoted invoice(s). If a cancellation occurs with at least 90 days' notice of the event, a full refund is available. Between 90 days and 15 days of the event a cancellation may result in a 10% cancelation fee. Please note upon cancellation the client is responsible for 100% of any specialty order item on the quoted invoice(s).

BY MARTHA'S CATERING

Martha's Catering reserves the right to terminate this contract if any of the original ideas agreed upon when booking the event are drastically changed, or if Martha's Catering disagrees with the apparent intents in ethical and social responsibility in conjunction with the catered event.

CHANGE OF EVENT DATE

With at 15 days' notice Martha's Catering will make every effort to accommodate a request to change an event date. Date changes are subject to our availability. All costs are subject to change.

FOOD POLICY

Martha's Catering reserves the right to adjust menu prices relative to increased cost from suppliers up to 90 days prior to the event. Menu prices are not subject to change within 90 days of the event date.

Martha's Catering will not be responsible for boxing up leftover food and does not recommend that clients take leftover food home. Martha's Catering is not responsible for any illness that might occur from leftover food. If the client would like to take home leftover food, a request is to be made prior to the event date with arrangement of who will be taking the food. Boxed food must be removed from the kitchen immediately following dinner service.

The **FDA** states: **Watch the clock with leftovers!** Whether you're sending "doggie bags" home with guests or are saving them for yourself, leftovers should be refrigerated as soon as guests arrive home and/or within two hours! Remember the 2-Hour Rule: Discard any perishables left out at room temperature for more than two hours.

BAR AND BEVERAGES

Martha's Catering reserves the right to adjust product prices relative to increase cost from suppliers up to 90 days prior to the event. Product prices are not subject to change within 90 days of the event date.

Any persons who appear younger than 30 will be asked for identification by the servers and bartenders, and only those persons who are 21 years or older will be served. Our bartenders have the authority to refuse beverage service at any time to event attendees. Martha's Catering adheres to a no-shot policy. Martha's Vineyard reserves the right to terminate the beverage service at any time if the policies are being abused, or the State or Federal liquor laws are being broken.

SERVICE CHARGE AND STAFF HOURS

FOOD CATERING

All staffed food events are subject to a service charge of up to 22% for server hourly compensation and other fees, based on the location of the event. If for some reason server hours exceed the 22% service charge, additional staff hours will be added to the event. Additional staff hours are \$25 per additional server hour. All food events under \$500 will be charged \$25 per hour, per service staff member.

BEVERAGE CATERING

All catered beverage events are subject to a service charge of up to 22%. The fee is based on the location of the event and does not apply to residential events.

All staffed beverage events will be charged \$25 per hour, per bartender. Bartender hours are estimated on customers beverage quote. This is an estimate, and bartender hours may increase or decrease according to the rigor of event.

* At the client's discretion, any additional gratuities will go directly to the service staff.

DELIVERY CHARGES

A delivery, pick-up and set-up fee will be charged to all events. Additional travel fees may apply based on mileage to location. The client will be responsible for additional delivery charges if Martha's must deliver additional items that were not originally requested by the client.

INSURANCE

Martha's Catering maintains General, Automobile and Alcohol/ Liquor Liability Insurance.

RENTALS

Martha's Catering is responsible for the setup and removal of all items. Any loss or damage to rentals by event attendees will be billed to the client after the event.

DAMAGE

Martha's 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 our supplies, rentals and equipment are cared for and maintained in good working order and without any damage. Martha's Catering is responsible for damages to rental equipment incurred by Martha's Catering staff. Damaged, lost and/or broken rental equipment incurred by the event attendees will result in a fee for equipment replacement.

THIRD PARTY LIABILITY

Martha's Catering assumes no responsibility for the conduct of guests, members and third parties hired to provide services.

SITE VISIT

A site visit may be required prior to a staffed catering event. The site visit is an opportunity to discuss the details of the space and the orchestration of the event.

Please sign below confirming that contractual obligations and catering policies are understood and agreed upon.

| Client Signature | | Date |
|-----------------------|---------------|-------|
| | | |
| | | |
| | | |
| Client Name (Printed) | Phone Number | Email |
| | | |
| | | |
| | | |
| Martha's Catering Rep | Rep Signature | Date |