

Kiss the Chef Catering Contract

THIS CONTRACT is made and entered into on May 02, 2013, by and between the School District of Harrisburg, 2101 North Front Street, Building #2, Harrisburg, Pennsylvania 17110, hereinafter referred to as "Client", AND Kiss the Chef Catering, 7 Allison Court, Harrisburg, Pennsylvania 17104, hereinafter referred to as "Caterer".

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto, intending to be legally bound, agree as follows:

1. Term

Client and Caterer agree that this Catering Contract between the parties is for catering service that shall commence on May 02, 2013 at 6:00pm and the catering service shall continue until May 02, 2013 at 8:00pm. Said contract may be extended and or renewed by contract of all parties in writing thereafter.

2. Services Provided

Client hereby agrees to engage the Caterer to provide Client with the following services:

Cooking and serving the agreed menu items for the event, including delivery of menu items to the event location.

3. Event Details

- a. The event will take place on May 02, 2013
- b. The event will be located at the Pennsylvania State Museum 300 North Street Harrisburg, PA 17120
- c. The prices quoted in this Contract and the amount of food prepared and any other necessary preparations are made based on an estimate of 70 people in attendance at the event. It is the anticipation of both parties that all food items prepared will be adequate to satisfy 70 guest numbers of people.
- d. All Flatware will be provided by Client, as agreed upon by the parties, including, plates, bowls, forks, knives, spoons, cups and napkins.
- e. Client has agreed to pay an additional \$50.00 dollars for fruit display if original budget of 500.00 isn't adequate.

4. Menu to be served

Caterer reserves the right to make small changes to the menu if key ingredients are unable to be sourced due to reasons beyond the control of both parties. Caterer agrees to replace those key ingredients with ones substantially similar in kind, quality and number and will notify Client in advance of doing so, if such advance notice is possible.

5. Consideration and Payment Terms

In exchange for specified service, the Client shall pay Caterer \$500.00 by check. Client agrees to pay Caterer half of the total due under this contract as an advance upon signing this agreement and the remaining proceeds the day of the day. The Client will not withhold any amount toward tax from the payment due to the Caterer.

6. Cancellation

Client may cancel this contract at any time prior to the event. If Client cancels this contract more than 5 days prior to the event, then the 50% advance will be returned to Client. If Caterer cancels this contract for any reason then Caterer will return to Client all advances paid by Client.

7. Insurance

Approved: _____

Caterer shall maintain a general liability insurance policy during the term of this contract with coverages and limits reasonably acceptable to Client. Caterer shall name Client as an additional insured under such policy.

8. Indemnification

Caterer shall indemnify and hold Client, its employees, agents, officers and directors, harmless from and against any and all loss, cost, expense, liability or damage, including, without limitation, all reasonable attorneys' fees and costs, resulting from a breach by Caterer of any of Caterer's obligations under this contract or otherwise arising out of or relating to any actions or activities of Caterer in connection with this contract, whether or not in breach of this contract, except to the extent that such claims result from the gross negligence or willful misconduct by Client.

9. Validity.

It is understood that any provision of this contract which is found to be invalid or otherwise unenforceable is severable and shall not affect the validity of any of the other provisions contained in this contract. If any provision of this contract is found by a court of competent jurisdiction to be contrary to any applicable statute, rule, law or regulation or to be for any reason unenforceable, such court may modify this contract as needed so as to permit enforcement hereof as modified.

10. Modification.

No provision of the contract shall be amended, waived or modified except by an instrument in writing signed by the parties hereto.

11. Limitation of Liability.

No individual official, employee, or agent of Client shall have any direct or indirect personal liability under or in connection with this contract. Client is a local agency and at all times retains its statutory immunity defense as provided by the laws of the Commonwealth of Pennsylvania. 42 Pa. C.S.A. §§ 8501, 8541.

12. Assignment.

This contract is for the personal services of Caterer, and Caterer shall not assign or delegate any of its rights, duties, or obligations under this contract.

13. Entire Agreement.

This contract contains the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements or understandings between the parties with respect to the subject matter hereof.

14. Applicable Law.

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its principles of conflict of laws. Jurisdiction in connection with any dispute or controversy that is unresolved shall be only with the Court of Common Pleas of Dauphin County, Pennsylvania. Any action related in any manner to this contract may only be filed in that court.

15. Headings.

The headings in this contract are solely for convenience of reference and are not to be given any effect in the construction or interpretation of this contract.

Approved: _____

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16. Approval of governing body.

The contractual understanding set forth in this contract is valid only if the contract is approved by the governing body of Client.

SCHOOL DISTRICT OF HARRISBURG

By: _____
Jennifer Smallwood, Board President

Date

Attest:

By: _____
Carol Kaufmann, Board Secretary

Date

KISS THE CHEF

By: _____
Name:

Date