



## CATERING AGREEMENT

**THIS AGREEMENT FOR CATERING SERVICES (this "Agreement")**  
dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009

**BETWEEN**

\_\_\_\_\_ of \_\_\_\_\_,  
\_\_\_\_\_, Pennsylvania, \_\_\_\_\_  
(the "Customer")

**OF THE FIRST PART**

**- AND -**

Faunbrook Catering, Inc. of 10 West Rosedale Ave, West Chester, Pennsylvania, 19382  
(the "Caterer")

**OF THE SECOND PART**

### **BACKGROUND:**

- A. The Customer is of the opinion that the Caterer has the necessary qualifications, licenses, experience and abilities to provide services to the Customer.
- B. The Caterer is agreeable to providing such services to the Customer on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

### **Services Provided**

1. The Customer hereby agrees to engage the Caterer to provide the Customer with services (the "Services") consisting of Cooking and Serving the agreed Menu, Delivering of Food, Providing the Staff, Flowers, Balloons, Linens, Providing the tables and Chairs, Providing the tent, Removal of all trash, Delivery Charges/ Fuel Charges. The Services will also include any other tasks which the parties may agree on. The Caterer hereby agrees to provide such Services to the Customer.

### **Term of Agreement**

2. The term of this Agreement will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement, with the said term being capable of extension by mutual written agreement of the parties.
3. In the event that either party wishes to terminate this Agreement, that party will be required to provide a notice period of **2 weeks**.
4. Except as otherwise provided in this Agreement, the obligations of the Caterer will terminate upon the earlier of the Caterer ceasing to be engaged by the Customer or the termination of this Agreement by the Customer or the Caterer.

### **Performance**

5. The parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

### **Compensation**

6. For the services rendered by the Caterer as required by this Agreement, the Customer will pay to the Caterer compensation on the following basis: Payment can be made by the number or type of menu items, number of guests, per plate, number or servers required for event, or any other formula the parties pay agree to. (e.g. \$20.00 per plate).
7. This compensation will be payable upon completion of the agreed to services.
8. The Customer is entitled to deduct from the Caterer's compensation any applicable deductions and remittances as required by law.

### **Menu and Guest Guarantees**

9. The agreed deadline to make changes to the menu is as follows: The Customer may notify the Caterer of desired changes to the menu up until 3 business days before the event).
10. The agreed deadline to confirm the number of guests is as follows: The Customer is required to confirm the number of guests expected 3 days before the event).

### **Deposit**

11. Matters relating to the agreed amount and use of the deposit are as follows: The Customer will pay a deposit in the amount of 25% of the approximate amount to be applied as a down payment against the total cost of catering the event. The Caterer reserves the right to retain 50% of deposit for any cancellation, or the full deposit if cancellation takes place after the cancellation deadline).

### **Cancellation**

12. The agreed deadline for cancellation is as follows: The Customer may cancel the event with the Caterer up until 2 weeks before the date of the event. After this time the Customer is liable for a cancellation penalty upon cancellation). Any cancellation of the event after the cancellation deadline will result in the following: If the Customer cancels past the cancellation deadline, the Customer is required to pay half the expected total costs of catering the event or the full deposit, whichever may be higher).

### **Confidentiality**

13. The Caterer agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any confidential information with respect to the business of the Customer, which the Caterer has obtained, except as may be necessary or desirable to further the business interests of the Customer. The Caterer further agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any personal information of the Customer, without the prior written consent of the Customer. This obligation will survive indefinitely upon termination of this Agreement.

### **Ownership of Materials**

14. All materials developed, produced, or in the process of being so under this Agreement, will be the property of the Customer. The use of the mentioned materials by the Customer will not be restricted in any manner.
15. The Caterer may retain use of the said materials and will not be responsible for damages resulting from their use for work other than services contracted for in this Agreement.

### **Return of Property**

16. Upon the expiry or termination of this Agreement, the Caterer will return to the Customer any property, documentation, records, or confidential information which is the property of the Customer.

**Assignment**

17. The Caterer will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Customer.

**Capacity/Independent Contractor**

18. It is expressly agreed that the Caterer is acting as an independent contractor and not as an employee in providing the Services under this Agreement. The Caterer and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

**Modification of Agreement**

19. Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

**Notice**

20. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the parties of this Agreement as follows:

- a. \_\_\_\_\_,  
\_\_\_\_\_, \_\_\_\_\_, Pennsylvania,  
\_\_\_\_\_
- b. Faunbrook Catering, Inc.  
10 West Rosedale Ave, West Chester, Pennsylvania, 19382  
Email: chef@faunbrookcatering.com

or to such other address as to which any Party may from time to time notify the other.

**Costs and Legal Expenses**

21. In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

**Time of the Essence**

22. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

**Entire Agreement**

23. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

**Limitation of Liability**

24. It is understood and agreed that the Caterer will have no liability to the Customer or any other party for any loss or damage (whether direct, indirect, or consequential) which may arise from the provision of the Services.

**Indemnification**

25. The Caterer will indemnify and hold the Customer harmless from any claims against the Customer by any other party, arising directly or indirectly out of the provision of the Services by the Caterer.

**Enurement**

26. This Agreement will enure to the benefit of and be binding on the parties and their respective heirs, executors, administrators, successors and permitted assigns.

**Currency**

27. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in United States dollars

**Titles/Headings**

28. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement.

**Gender**

29. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

**Governing Law**

30. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Commonwealth of Pennsylvania, without regard to the jurisdiction in which any action or special proceeding may be instituted.

**Severability**

31. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**Waiver**

32. The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**IN WITNESS WHEREOF** the parties have duly executed this Catering Agreement this 17th day of October, 2009.

**SIGNED, SEALED AND DELIVERED**  
in the presence of

Faunbrook Catering, Inc.

Per: \_\_\_\_\_

\_\_\_\_\_

Per: \_\_\_\_\_

\_\_\_\_\_  
Witness