



TACO TREAT

Taco Truck

CATERING AGREEMENT

Event Date: _____

Customer Name: _____

Deposit Required By (14 Days Prior to Event): _____

1. EVENT CATERING TERMS:

A. PRICES: The total cost of the catering event will be determined by the amount of food and beverages ordered, plus applicable charges described below, or the "Minimum Charge" described below, whichever is higher. Appendix A sets forth the current food and beverage menu available for the event and corresponding prices.

B. MINIMUM CHARGE & GUARANTEE: The "Minimum Charge" or "Guarantee" is \$1,500.00. Based on the items ordered as indicated on Appendix A, the estimated total cost of your catering event is \$_____.

C. SERVICE TIME: The "Minimum Charge" of \$1,500.00 entitles you to 3 hours of service time (in addition to set up/breakdown time) for an event ending at or prior to 9pm. If more than 3 hours of service time is needed, or if your event will end after 9pm, prior arrangements must be made, and we may assess a surcharge of \$100.00 per hour. As service time is based on your total minimum order, any changes to your order quantities may also affect your service time.

D. MILEAGE SURCHARGE: The price of your order includes gas and mileage of the Taco Truck up to a total of 120 miles round trip. If your catering event is located more than 60 miles (one-way) from the Taco Treat corporate office location at 2517 10th Avenue South, Great Falls, MT, a mileage surcharge of \$50.00 per additional hour of travel time will be assessed and added to the cost of your catering event.

E. SITE: Taco Treat may require an inspection of the location of the catering event and reserves the right to pre-approve the designated parking site for the Taco Truck. Due to the weight of the Taco Truck, it requires a firm, level surface for parking and adequate space (at least 33 feet long, 14 feet wide and 12 feet overhead) in which to operate. Taco Treat retains the right to relocate the Taco Truck parking site if this site is not acceptable.

F. YOUR OTHER RESPONSIBILITIES: You are responsible for all city, county and other permits or licenses required to use the Taco Truck for the catering event at your site. This responsibility will include your obligation to abide by all of the rules, regulations and orders of any public authorities required by these permits or licenses. You shall be responsible for ensuring that there are sufficient trash collection bins at the site and that all trash is collected at the end of the event. In addition, it will be your responsibility and obligation to monitor and supervise the event and all participants/invitees with your own staff/employees.

G. CHANGES: You may request changes to the date, time and/or location of the catering event or to the menu items ordered, provided that your request is made at least 7 days in advance of the originally scheduled date. Due to Taco Treat's commitments to personnel, suppliers and other customers of the Taco Truck, no changes may be made less than 7 days prior to the originally scheduled event date.

H. UNAVAILABILITY OF TACO TRUCK: If the Taco Truck is unavailable for the event due to damage, accident, equipment failure, emergency maintenance, lease termination or similar cause, Taco Treat will use commercially reasonable efforts to service the event using temporary cooking equipment, tables and other mobile catering facilities.

2. TERMS OF PAYMENT:

A. DEPOSIT: A deposit equal to 25% of your total estimated charges for the event are required to confirm the reservation for your event. Deposits are non-refundable if event is canceled less than 14 days from the scheduled event date. The full amount of the deposit will be credited against the total charges for the catering event. MasterCard, VISA, American Express and Discover credit cards are accepted.

B. BALANCE DUE: Final payment must be made on the day of your event, by check, by VISA, MasterCard, and Discover or American Express credit card. Cash will not be accepted. The Taco Truck crew will deliver a final itemized billing indicating the amount of food and beverages ordered and the amount of total charges to be billed for services, less any deposits or prior payments. If your total order is less than the Minimum Charge indicated above, you will be billed the Minimum Charge.

3. TACO TREAT LOGO

Any use of the Taco Treat name, logos, or graphics in connection with your catering event, whether in the form of printed materials, signs at the event, or electronic, digital or other media, is subject to review and prior written approval of Taco Treat. Taco Treat reserves all rights to its name, logos, and graphics, and you are not given any license to use any of the foregoing by entering into this Agreement.

4. INSURANCE AND INDEMNIFICATION REQUIREMENTS:

A. Prior to the event, you are required to provide a Certificate of Insurance, naming "Taco Treat of Great Falls, Inc." as an additional insured under your homeowners and/or commercial insurance policy, stating that liability insurance covering bodily injury and property damage (minimum limits must be agreed to by Taco Treat) is in place covering the event and the property where the event is to be held.

B. Except to the extent such actions or claims arise out of the negligence of Taco Treat or its personnel, you shall indemnify, defend and hold harmless Taco Treat and its officers, directors, employees, owners and agents against any and all losses, liabilities, damages and expenses (including attorneys' fees) incurred in connection with any claims, demands, lawsuits or other legal actions that in any way relate to or arise out of the event. The carrying of insurance required hereunder shall not relieve you of the duty to indemnify in the event that such insurance shall be inadequate for any reason to protect Taco Treat in full.

C. You agree that Taco Treat shall not be liable for any claims, losses, liabilities, or expenses relating to the event for any amount in excess of the fees paid by you to Taco Treat pursuant to this Agreement, except to the extent finally judicially determined to have resulted from the gross negligence, bad faith, or intentional misconduct of Taco Treat.

5. LIMITATION OF LIABILITY

In no event shall Taco Treat or its officers, directors, employees, owners, agents, contractors or suppliers be liable to you or any third party for any punitive, special, exemplary, incidental, consequential or other indirect loss or damage (including but not limited to, loss of profits, loss of revenue, loss of opportunity and loss of use) that may arise out of or in connection with this Agreement, including but not limited to, damages or costs resulting from the failure to provide the food, beverages or related services, regardless of whether such damages or losses could reasonably have been foreseen or that Taco Treat was advised in advance of the possibility of such damages or losses.

6. RIGHT TO RESCIND

Taco Treat reserves the right, at any time, to unilaterally rescind this Agreement and, or to deny service, even after event has commenced, if any event is not conducted (or any guests or attendees of the event do not conduct themselves) in a manner consistent with the law and the safety standards of Taco Treat.

7. GOVERNING LAW AND VENUE

The laws of the State of Montana shall govern this Agreement. If a dispute arises in connection with or relating to this Agreement, it shall be subject to the exclusive jurisdiction and venue of the state and federal courts located in Cascade County, Montana, and the parties consent to the personal and exclusive jurisdiction and venue of these courts.

8. FORCE MAJEURE

Taco Treat will be excused from the performance of this Agreement, in whole, or in part, if the performance by Taco Treat of any of its material obligations under this Agreement is prevented by operation of law or any cause beyond the reasonable control of Taco Treat, including without limitation fire, flood, disruption of transportation (but not the failure of a party to reasonably anticipate possible transportation delays), earthquake, public disaster, strike, labor dispute or unrest, accident, breakdown of electrical or other equipment, riot, war, insurrection, civil unrest, Act of God, any act of any legal or governmental authority (all of which causes are referred to as "events of force majeure"). If the event is cancelled or curtailed because of the occurrence of any of the foregoing events of force majeure, and the event is not rescheduled, Taco Treat shall remit the full portion of the deposit less any out-of-pocket costs incurred by Taco Treat in connection with the cancelled or curtailed event.

9. INDEPENDENT CONTRACTOR STATUS

It is understood and agreed that the relationship of Taco Treat to you shall be that of an independent contractor. Nothing contained herein or inferable here from shall be deemed or construed to create any employee relationship, partnership, joint venture or other association between Taco Treat and you as relates to the event and the services being provided hereunder

10. MISCELLANEOUS

This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior offers, negotiations and agreements. Only a written agreement executed by the parties shall modify this Agreement. If any provision of this Agreement is declared invalid, the remaining provisions shall remain in full force and effect. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.



The undersigned has read this Taco Treat Taco Truck Catering Agreement and any Appendix or other attachment hereto and agrees to the terms and conditions thereof.

PRINT NAME OF CUSTOMER: _____

SIGNATURE OF CUSTOMER: _____

DATE: _____

EVENT INFORMATION
(PLEASE PRINT)

DATE OF EVENT: _____

TIME OF EVENT: From _____ Until _____

ADDRESS OF EVENT: _____

CUSTOMER'S PHONE NUMBER: _____

CUSTOMER'S EMAIL ADDRESS: _____

ESTIMATED COST OF EVENT: \$ _____

DEPOSIT AMOUNT: \$ _____

DEPOSIT DUE DATE: _____

TACO TREAT'S ACKNOWLEDGEMENT

TACO TREAT OF GREAT FALLS, INC.


Signature: _____

Print Name: _____

Title: _____

All Taco Treat Taco Truck catering event correspondence and payments should be sent to:
Taco Treat, Inc., 2517 10th Avenue South, Great Falls, MT 59405, Attn.: Taco Truck Coordinator.
Such correspondence may also be sent by email to jody.kralich@tacotreat.net or by fax to (406) 727-7583.
To reach a Taco Truck Coordinator by phone, please call (406) 727-7582.

MENU ITEMS AND PRICING

	<ul style="list-style-type: none"> • Choice of soft flour or deep fried corn/flour Taco with seasoned ground beef. • Cheese Crisp and Cheese Crisp with seasoned ground beef. • Cheese Fries or Tater Treats with Cheese
<h3>The Whole ENCHILADA</h3>	<ul style="list-style-type: none"> • Choice of soft flour or deep fried corn/flour Taco with seasoned ground beef. • Cheese Crisp and Cheese Crisp with seasoned ground beef. • Cheese Enchilada or Cheese Enchilada with seasoned ground beef.
<h3>Well Hello JOSÉ Salad</h3>	<ul style="list-style-type: none"> • Instead of Tacos, you will receive seasoned ground beef or tender all-white chicken on a bed of shredded lettuce topped with Taco Treat's special cheese blend. Served with Taco Treat Chips. • Cheese Crisp and Cheese Crisp with seasoned ground beef.
<h3>Kiddy Time</h3>	<ul style="list-style-type: none"> • Kid's meal with choice of corn taco, chicken dinosaurs, or taco dogs. • Kids order of fries and Tater Treats (cheese optional) • World Famous Sopapillas with honey butter

*Perhaps you crave The Amigo or Halftime Sports Bar Food, talk to our Taco Truck team about bringing these favorites to your next party.

*Groups of less than 100 can be arranged but the minimum amount is \$1,000.

*We will bring plenty of food for all your guests. Unfortunately there are times when we may run out of an item if the majority of your guests prefer one item over all others. If you know that your guests prefer cheese fries rather than Tater treats, for example, please let us know and we will adjust your menu.

Based on the items ordered above, the estimated total cost of your catering event is \$ _____. If the total cost of your catering event is less than \$1,500.00, you will be required to pay the "Minimum Charge" of \$1,500.00.

PRINT NAME OF CUSTOMER: _____

SIGNATURE OF CUSTOMER: _____

DATE: _____