**CATERING AGREEMENT**

**PARTIES**

* This Catering Agreement (hereinafter referred to as the **“Agreement”**) is entered into on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the **“Effective Date”**), by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with an address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the **“Client”**) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, with an address of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the **“Caterer”**) (collectively referred to as the **“Parties”**).

**SERVICES PROVIDED**

* Hereby, the Caterer agrees to provide the services enlisted below (hereinafter referred to as the “**Services**”):

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
3. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
4. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
5. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
6. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
7. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
8. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

* The Parties agree that the Services must be completed by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**EVENT DATE**

* The event will occur on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, starting at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, and will end at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
* It will be located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**CONTACT INFORMATION**

* The Client’s telephone number is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
* The Client’s email address is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
* Other necessary and relevant phone numbers and email addresses are \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**CANCELLATION**

* The Parties agree that in case the Client cancels this Agreement prior to the event, he/she will be entitled to a refund of the monies paid except for the non-refundable deposit made.
* The Parties agree that in case the Caterer cancels this Agreement, he/she will be required to provide a suitable replacement photographer that the Client consents to.

**PAYMENT**

* Hereby, the Parties agree that the payment of the Services will be made on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and that the total fee for the Services is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .
* The Parties agree that a non-refundable deposit amounting to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ will be made upon the execution of this Agreement.
* The Parties agree that the means of payment will be via \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**INDEMNITY AND INSURANCE**

* The Parties hereby agree to hold one another harmless as well as defend, indemnify and hold their officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or resulting from the acts, errors or omissions in performance of this Agreement, except for injuries and damages caused by the sole negligence of one of the Parties.
* The section will remain in force even upon the termination of this Agreement.

**DISPUTE RESOLUTION**

* Any dispute or difference whatsoever arising out of or in connection with this Agreement shall be submitted to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Arbitration/mediation/negotiation) in accordance with, and subject to the laws of, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**GOVERNING LAW**

* [This Agreement](https://www.lawinsider.com/clause/governing-law) shall be governed by and construed in accordance with the laws of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**SEVERABILITY**

* In an event where any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain to be enforced in accordance with the Parties’ intention.

**ENTIRE AGREEMENT**

* [This Agreement](https://www.lawinsider.com/clause/entire-agreement) contains the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

**AMENDMENTS**

* The Parties agree that any amendments made to this Agreement must be in writing where they must be signed by both Parties to this Agreement.
* As such, any amendments made by the Parties will be applied to this Agreement.

**SIGNATURE AND DATE**

* The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated throughout by their signatures below:

|  |  |
| --- | --- |
| CLIENT  Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | CATERER  Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |