IN-HOUSE CATERING CONTRACT

Customer Name ____________________________________________________________

Organization __________________________________________________________________________________________

Telephone Number (                      ) __________________________________________________________________

Email Address _________________________________________________________________

Type of Event _______________________________________________________________________________________

Date of Function ______________________________________________________________________________________

Arrival Time_________________ Dinner/Lunch Time____________________Departure Time_____________________

Estimated Number of Guests______________________________________________

General Information & Policies Our professional resources in culinary and service skills afford you complete assurance that all of our commitments will be carried out to your absolute satisfaction. In order to ensure you and your guests of a well-organized function, we must ask that we both adhere to the following catering policies:

Guarantee Policy Please keep us aware of any changes in the event attendance, whether it means attrition or increase in numbers. The final guarantee is given 48 hours prior to the event and will be the minimum number you will be charged for.

Payment & Retainer Fees Billing arrangements for all events must be made in accordance with catering policies. There is a 20% retainer fee on all events, unless prior arrangements have been agreed to in writing by owner Wayne Mahaffey. Payment in full is due, no later than 48 hours prior to the event. If payment is not received by this time, contractual obligations are nullified and no refunds are due. Payment may be made by cash, check or charge card.

Cancellations If a client cancels a contracted food and beverage event, and/or facility, the Caterer will retain the retainer fee as liquidated damages. If the date can be rescheduled by another client, refund may be permitted. The deposit may also be applied to future events if scheduled within one calendar year from the original contract date.
**Leftover Food** Leftover foods will be released to designated persons, ONLY if a signed liability release form is on file 48 hours prior to event with instructions for release. There are NO exceptions to this rule. We apologize in advance for and inconvenience the policy affords, but our insurance company demands that we adhere to this policy strictly.

**Service & Gratuity** Labor is based on a minimum of 4 hours shift, per staff member. This accounts for set-up, serving & break down. The number of servers required depends on the size and nature of the function but will not exceed 1 server per 20 guests. The hourly rate per wait staff or bartender is $25.00. We require a minimum of 15% gratuity for excellent service and we thank you for your generosity.

**Substitutions** Due to market availability, we may need to make substitutions. If time allows, the caterer will notify the client for approval. Any allergy or dietary concerns should be made known to the caterer, at the time of contract signing. We will always do our best to comply with your requests.

**Restaurant Buy-Out & Rental Fees** There is a minimum occupancy or food & beverage guarantee (fees are calculated before the service charge & tax). If the group fails to meet the F&B guarantee, a rental charge will be implemented.

**Alcohol Policies** We have a full beer, wine & liquor to offer. You may choose a hosted bar at a per/person cost of alcohol + a bartender hourly fee of $25.00/hour, (minimum 4 hours) or a cash bar.

**Children** We will not charge for children under the age of 10 (not to exceed 10% of the total guest count).

**Delinquent Accounts** We reserve the right to assess finance charges on any unpaid amount when due at an interest rate of the maximum permitted by law. In the event that the caterer must seek legal remedies to complete execution of this contract, the client agrees to pay all reasonable attorney fees. The caterer shall have no responsibility or liability for failure to supply any services when prevented by any cause beyond the caterer’s control (strike, act of nature, government order, etc.)

**Taxes** Taxes for all clients are included in the per person charge.

Kindly review and sign acknowledging consent within 10 days of event.

Thank you for choosing Bistro Rx for your event!

X______________________________________________________________________________________________
Client  
______________________________________________________________________________________________  Date

X______________________________________________________________________________________________
Caterer  
______________________________________________________________________________________________  Date