

# CATERING SERVICE AGREEMENT

This Catering Service Agreement (the "Agreement") is made effective as of \_\_\_\_\_ [Date] by and between \_\_\_\_\_ [Service Provider Name], with its principal place of business at \_\_\_\_\_ [Address] (the "Caterer"), and \_\_\_\_\_ [Client Name], with its principal place of business at \_\_\_\_\_ [Address] (the "Client").

## 1. Services

The Caterer shall deliver the following catering services to the Client: \_\_\_\_\_ [Define the specific services to be delivered, e.g., preparation and delivery of food and beverages, provision of service staff, cleanup and waste disposal...].

## 2. Term and Termination

This Agreement starts on \_\_\_\_\_ [Start Date] and lasts for \_\_\_\_\_ [Number] \_\_\_\_\_ [Months/Years], unless ended earlier as specified here.

Either party may terminate this Agreement for cause with \_\_\_\_\_ [Number] days' written notice if the other party seriously breaks this Agreement and doesn't fix it within that time.

In case of cancellation by the Client within \_\_\_\_\_ [Number] days of the event, a cancellation fee of \_\_\_\_\_ [Amount]% of the total contract value shall apply.

## 3. Payment Terms

The Client agrees to pay the Caterer as follows:

- A deposit of \$\_\_\_\_\_ [Amount] upon signing this Agreement.
- Remaining balance of \$\_\_\_\_\_ [Amount] due \_\_\_\_\_ [Number] days prior to the event.
- Additional charges for extra services, overtime, or unexpected costs, as mutually agreed upon.

All invoices shall be issued \_\_\_\_\_ [Frequency] and payment is due within \_\_\_\_\_ [Number] days of invoice date.

#### **4. Intellectual Property**

All intellectual property rights, including but not limited to copyrights, patents, and trademarks, generated by the Service Provider in performing the Services shall be owned exclusively by the Service Provider.

#### **5. Food and Beverage Quality**

The Caterer guarantees that all food and beverages will be prepared in accordance with industry standards and that proper food safety and handling practices will be observed.

#### **6. Limitation of Liability**

The Caterer's total liability under this Agreement shall not exceed the total amount paid by the Client.

The Client acknowledges that the Caterer is not responsible for allergic reactions or food-related illnesses unless due to negligence or failure to adhere to agreed dietary restrictions.

#### **7. Indemnification.**

The Caterer agrees to indemnify and hold the Client harmless from any claims, damages, or expenses arising from the Caterer's negligence or non-compliance with health and safety regulations.

#### **8. Severability**

If any provision of this agreement shall, for any reason, be held violative of any applicable law, and so much of the Agreement is held to be unenforceable, then the invalidity of such a specific provision of this Agreement shall not be deemed to invalidate any other provisions of this Agreement, which other provisions shall remain in full force and effect unless the removal of the invalid provisions destroy the legitimate purposes of this Agreement, in which event this Agreement shall be cancelled.

#### **9. Governing Law**

This Agreement shall be governed under the laws in the State of \_\_\_\_\_.

#### **10. Additional Terms and Conditions**

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## 11. Entire Agreement

The Caterer is an independent contractor and not an employee of the Client.

This Agreement represents the entire agreement by and between the parties, except as otherwise provided in this Agreement, and it may not be changed except by written amendment duly executed by all parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

CATERER NAME

CLIENT NAME

By\_\_\_\_\_

By\_\_\_\_\_

Name:

Name:

Date:

Date: