

Catering Agreement

This Agreement is made between Liberty Park Grill, LLC, herein referred to as "Caterer" a restaurant/catering business with its principal place of business at 125 Marina Way, Clarksville, Tennessee 37040 and _____ with an address of _____ referred to as "Client."

NOW, THEREFORE, for and in consideration of the mutual benefits to Client and Caterer, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following:

1. Caterer shall prepare and deliver the agreed upon menu outlined on the signed Event Summary, at the time specified and the location specified. The menu will be fixed, and no changes may be made 7 days prior to the event.
2. Caterer will apply a 20% service/gratuity charge and a 9.50% food tax on all food and beverages and all other applicable sales and use taxes.
3. Client agrees to inform the Caterer at least 7 days in advance of the event with a "Guaranteed Attendance". If the Client does not provide the "Guaranteed Attendance", in writing, 7 days in advance of the event, the Guest Count from the Event Proposal will be used as the "Guaranteed Attendance" for that event. Should the actual attendance be less than the "Guaranteed Attendance", the number guaranteed will be charged on the final invoice. If the actual attendance is more than the "Guaranteed Attendance", an additional per person charge will be added to the final invoice.
4. Should an event have a low Guaranteed Attendance but require more service staff than the allotted gratuity provides for, the Client agrees to paying a service fee to cover those expenses.
5. All monies owed to Caterer are to be received no later than one business day prior to the event. The Client's preferred form of payment must be on file for the event date to be secured.
6. Should an event be cancelled within 48 hours of the event date, a fee equal to 5% of the total invoice due or a fee of \$125 will be retained by Caterer in order to cover expenses associated with the event. Whichever fee is greater will be the fee retained by Caterer.
7. The Caterer will prepare 10% more food more than the "Guaranteed Attendance" but not to exceed 10 guests. Foods served in a buffet style are limited to one appropriately portioned plate per guest. Said food portions are to be determined before the Client books the event. In the event that the guests take portions larger than their allotted amount, incurring a shortage of food, the Caterer will not be held responsible. The client has the option of using a buffet attendant to ensure portion control at an additional charge.
8. Children under the age of 3 are free. Children 3 to 12 may dine at a discounted price relative to the price option selected for the adults. Client agrees to provide a breakdown of guests by age if this discounted price is desired.
9. Client also agrees to provide any food allergies, special dietary requests and all other restrictions or special needs of any guests.
10. The Caterer's price includes melamine dinner plates and a standard roll of silverware. Buffet service includes black linens for the buffet tables and serving utensils. China plateware and glass water goblets are available at an additional charge. Regular disposables plates, cups and utensils are available at no extra charge.

11. The duration of service for all events is 4 hours and begins at Event Start Time or when the first guest arrives at the event, whichever comes first. For events exceeding the four hour service period, Client will be charged any additional expenses incurred by Caterer and additional labor charges at the rate of \$25.00 per server, bartender, attendant or chef.
12. Caterer reserves the right to make reasonable substitutions if market conditions result in significant price increases or a menu item is unavailable on a commercially reasonable basis from when the Event Proposal was accepted.
13. Due to our policies and strict health department regulations, other than wedding cake, no food or alcohol may be removed by Client or it's attendees from the event site. Also, all servers and bartenders will be observing all Tennessee State Laws regarding alcohol service. Caterer and staff members reserve the right to refuse alcohol service at their discretion.
14. The Caterer will be awarded the exclusive right to be the sole provider of all catered food and beverages under this Agreement. No outside food or beverages can be brought by guests, customers or attendees at the event facility unless previously agreed upon by Caterer and Client in writing. This excludes the wedding cake; the client is free to bring their own.
15. Client assumes responsibility for any and all damages caused by or to any guest, invitee, or other person attending the event as well as any property damage resulting from or related to any event in addition to lost or stolen property.
16. Neither Caterer or Client shall be liable for failure to perform its obligations under this Agreement in the event that such failure is caused by or due to the acts or regulations of public authorities, labor difficulties, civil tumult, inclement weather, strike, epidemic, interruption or delay of transportation service, or any other legitimate cause beyond the control of Caterer or Client.
17. It is understood that both parties will perform under this Agreement in a professional manner and in compliance with all applicable laws, ordinances, and regulations. This Agreement will be governed by and interpreted under the laws of the State of Tennessee, without reference to its conflicts of law's provisions.

Name: _____

Name: _____

Date: _____

Date: _____

Signature: _____

Signature: _____

Client

Authorized Representative of Liberty Park Grill