

# CATERING SERVICES AGREEMENT

THIS IS A SERVICES AGREEMENT ("Agreement") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **THE FOODSMITHS CATERING, LLC**, an Ohio Limited Liability Company located at 4200 MacDuff Way; Dublin Ohio 43016, hereinafter referred to as

"COMPANY," and \_\_\_\_\_ hereinafter referred to as "CLIENT."

## RECITALS

COMPANY is in the business of providing custom food services.

CLIENT desires to retain the COMPANY to provide and perform the selected goods and services detailed on the attached Schedules "A" and "B."

The parties hereto deem it desirable that the services contemplated by the CLIENT and defined by this agreement and further defined by the attached Schedules "A" and "B" be performed exclusively by COMPANY.

## DEFINITIONS

- **COMPANY.** – The FoodSmiths Catering, LLC. A Limited Liability Company organized under the laws of the State of Ohio.
- **THE CLIENT** – An individual, legal entity or any combination thereof that wish to retain COMPANY for the custom food services more specifically defined in the attached "Schedule A" including, if desired, the rental of equipment necessary to perform said services more specifically defined in the attached "Schedule B."

NOW THEREFORE, the parties hereby agree as follows:

**ENGAGEMENT OF COMPANY.** Upon the terms and subject to the conditions set forth herein, CLIENT hereby engages COMPANY, and COMPANY hereby accepts engagement by CLIENT.

**CLIENT'S CAPACITY.** The undersigned CLIENT represents and warrants to COMPANY that he/she/it has the capacity and right to enter into this agreement and perform the services, duties, or obligations placed upon CLIENT as required by this agreement without any limitation by any agreement, document, restrictive obligation, or other limitation.

**DATE.** The date COMPANY has been engaged to render the agreed services on behalf of CLIENT is:

\_\_\_\_\_.

**LOCATION.** The event shall be held at: \_\_\_\_\_; \_\_\_\_\_, OH.

**COMPENSATION OF COMPANY.** Client agrees to all prices as specified on the attached Schedules "A" and "B." The Total Amount due under this Agreement is \_\_\_\_\_ ("Grand Total"). Client further agrees to deliver to COMPANY or any authorized agent of COMPANY at the time of the signing of this agreement FIFTY PERCENT (50%) of the Grand Total for all services to be rendered by COMPANY. The FIFTY PERCENT (50%) due at the signing of this agreement is \_\_\_\_\_.

[THIS SPACE INTENTIONALLY LEFT BLANK]

Initials: COMPANY: _____ CLIENT: _____
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**NON-REFUNDABLE DEPOSIT. CLIENT AGREES AND ACKNOWLEDGES THAT THE INITIAL FIFTY PERCENT (50%) PAYMENT AS SPECIFIED IN THE ABOVE PARAGRAPH WHICH IS DUE AT THE TIME OF THE SIGNING OF THIS AGREEMENT IS FULLY EARNED AS OF THE DATE OF THE SIGNATURES APPEARING IMMEDIATELY BELOW THIS PARAGRAPH, AND NON-REFUNDABLE.**

\_\_\_\_\_  
Gretchen M. Smith Bonasera, Member,  
The FoodSmiths Catering, LLC

\_\_\_\_\_  
CLIENT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**TERMS OF PAYMENT.** CLIENT agrees to deliver to COMPANY or any authorized agent of COMPANY the remaining balance of the Grand Total, after payment of the above non-refundable deposit, as reflected by the attached Schedules "A" and "B," prior to the time the COMPANY has been engaged to render the agreed services. If CLIENT has not paid in full prior to the event COMPANY has been engaged to render the agreed services, all obligations of both parties shall automatically cease to be enforceable and CLIENT shall not be entitled to any kind of refund of any monies paid to COMPANY for any reason. CLIENT further agrees that, if any equipment is to be rented by CLIENT from COMPANY (as reflected in "Schedule B" attached hereto) that CLIENT shall provide COMPANY a valid credit card number and authorization on the attached Credit Card Addendum which COMPANY shall use only in the event of any damage to any of the equipment rented. CLIENT and COMPANY both acknowledge that said credit card will not be used for the payment of any fees detailed above but shall only be used to cover the cost of repair and/or replacement of any damaged equipment owned by COMPANY that was rented by CLIENT.

**CANCELLATION POLICY.** All cancellations must be received by COMPANY in writing ten (10) calendar days prior to the date COMPANY has been engaged to render the agreed services. CLIENT is responsible to ensure receipt of any such cancellation notice whether sent via mail or facsimile.

If CLIENT desires to cancel event inside of ten (10) calendar days prior to the date the COMPANY has been engaged to render the agreed services, CLIENT shall be responsible for any cost incurred by COMPANY up to the date that COMPANY becomes actually aware of client's desire to cancel. This cost can include, but is not limited to, those costs incurred by COMPANY for the retention of any products or services necessary to facilitate COMPANY's performance.

**INDEMNIFICATION.** CLIENT shall indemnify and hold harmless COMPANY and its affiliates, agents, partners, successors and assigns from and against any and all claims, losses, damages, expenses, demands, suits, judgments, penalties, and costs of any kind including reasonable attorney's fees and expenses, arising out of any act or omission of CLIENT or anyone else on the premises at the event where COMPANY'S services will be performed.

**COMPANY'S FORCE MAJEURE.** COMPANY shall not be liable in damages or otherwise for any delay or full or partial failure of performance under this agreement and herein retains the right to terminate this Agreement if such failure or delay in performance is caused by conditions or events beyond COMPANY'S reasonable control and occurring without its fault or negligence such as Acts of God, Government restrictions, wars, insurrections, labor strife, and including without limitation, failure of suppliers, subcontractors, and carriers, the location of the event and/or any other causes beyond the reasonable control of COMPANY.

**NOTICES.** Any notices permitted or required by this Agreement shall be in writing and shall be sent by regular mail or by hand delivery to the following or to such other address(es) as a party by notice shall direct:

If to COMPANY:  
GRETCHEN M. SMITH BONASERA  
The FoodSmiths Catering, LLC.  
4200 Macduff Way  
Dub;in, OH 43016

If to CLIENT  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**MODIFICATION OF AGREEMENT / ENTIRE AGREEMENT.** This Agreement shall not be changed, modified, terminated, canceled or amended except by a writing signed by each party to this Agreement or as otherwise provided herein.

This Agreement, or any instrument referred to herein or annexed hereto, sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements and undertakings of any kind and of any nature between them with respect to the subject matter hereof; and no party hereto shall be bound by any term, condition, definition, warranty or representation other than provided for in this Agreement.

**CONSIDERATION.** The parties acknowledge and agree that the consideration of COMPANY for entering into this agreement is the goods and services as specified in the attached Schedules "A" and "B" and consideration of CLIENT is CLIENT'S payment of the FIFTY PERCENT (50%) non-refundable down payment and the performance of the parties' respective obligations.

**EXECUTION.** This Agreement may be executed in any number of counterparts, all of which taken together shall constitute the same Agreement. Any party may execute this Agreement by signing any such counterpart.

**NO IMPLIED WAIVER.** No failure or delay in exercising any right or privilege under this Agreement shall operate as a waiver thereof on behalf of the COMPANY, nor shall any single or partial exercise of any right or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other right or privilege.

**SEVERABILITY.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or effecting the validity or enforceability of such provisions in any other jurisdiction.

**APPLICABLE LAW.** This Agreement was negotiated between the parties in the State of Ohio, accepted by both parties in the State of Ohio, and the promises evidenced herein are capable of being rendered and accepted in the State of Ohio. The parties agree that the State of Ohio has a substantial relationship to the transaction evidenced hereby and agree that this Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Ohio (without giving effect to principles of conflicts of law).

\_\_\_\_\_  
Gretchen M. Smith Bonasera, Member,  
The FoodSmiths Catering, LLC

\_\_\_\_\_  
CLIENT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE