

Catering Contract
Pyramid Catering & Events LLC

The following terms and conditions have been established by Pyramid Catering & Events LLC (PC) to ensure absolute quality and guest satisfaction. We thank you for your adherence to these terms and conditions.

Initial

1. DEPOSIT:

A deposit of 1/3rd of your estimated proposal is due at time of booking unless other arrangements have been made. A portion of the deposit is non-refundable under Sec. 8.

2. FINAL PAYMENT:

Final Payment for your event is due:

- 3 days prior to your event date for events \$2,000.00 and above; or
- the day of your event date for events under \$2,000.00.

Payment plans and or terms are available upon request.

3. FINAL GUEST COUNT:

Final guest count is due 10 days prior to your event date(s). This final guest count is not subject to reduction. After this day, you may contact us to increase your guest count up to 5 days prior to your event date, and we will make every effort to accommodate your request. Additional fees and charges MAY apply beyond the normal agreed upon expenses outlined within your Catering Workbook.

4. PAYMENT METHODS:

All prices quoted are based on a cash/check purchase. All payments made via MasterCard or Visa will be assessed a convenience fee of 4% on the total amount of transaction.

5. WASHINGTON STATE TAX:

PC charges the current rate on all listed services within your Catering Workbook.

6. ADMINISTRATION FEE:

A 20% administration fee applies to every event, unless otherwise indicated within your Catering Workbook. The administration fee covers the cost of scheduling event service staff and organizing your menu, as well as general administrative and overhead costs. The administration fee is not distributed to staff. You may provide additional tips or a gratuity to the event service staff by notifying us in advance or providing it after the event.

7. TIMELINE:

You MAY be billed for additional event service staff hours if your event does not reasonably adhere to the agreed upon timeline contained within your Catering Workbook.

8. CANCELLATION BY YOU OR YOUR VENUE:

If your event is cancelled by you or your venue:

- 180 days or more from your event date, PC will return all prepayments and deposits, except _____ (\$200.00 if not filled in) is nonrefundable.
- Between 90 and 179 days from your event date, PC will return all prepayments and deposits, except _____ (50% of your deposit up to a maximum of \$1,000.00 if not filled in) is nonrefundable.
- Within 89 days of your event date, all prepayments and deposits are nonrefundable.

All cancellations require verbal notice (by telephone or in person) and written notice (sent by mail or email). Your written notice must include the first and last name of the PC representative to whom you provided verbal notice.

9. CANCELLATION BY PYRAMID CATERING

PC reserves the right to terminate this contract for any reason 180 days or more prior to your event and if so terminated, will return all deposits and prepayments in full within 10 days of cancellation. Provided, however, PC reserves the right to terminate this contract at any time because of unlawful activities conducted by you or your failure to comply with the terms of this contract, and if so terminated, all prepayments and deposits are NONREFUNDABLE.

10. **CANCELLATION FOR ACTS OUTSIDE OF YOUR AND PC'S CONTROL:**

If your event cannot occur due to an act outside of your and PC's control (defined below), PC may: (a) cancel this contract, in which case 25% of all deposits and prepayments will be returned within 3 months ONLY after regular business activities resume and 50% of all deposits and prepayments will be returned within 12 months ONLY after regular business activities resume. (PC will be entitled to keep the remaining 25% of all deposits or prepayments); or (b) reschedule (or agree to reschedule) the event date with you in writing.

Acts outside of your and PC's control are not limited to: labor disputes, strikes, or picketing; government (federal, state, local) restrictions or regulations prohibiting or effectively prohibiting the event; government (federal, state, local) restrictions on travel; transportation shortages; food, beverage, or other supply shortages; and public emergencies or public catastrophes.

11. **CHANGE OF EVENT DATE OR VENUE:**

If you change the event date or venue, which is subject to PC availability and approval, PC will apply the entire balance of your deposits and prepayments, except for a \$100.00 change fee, towards the new event. Such change fee does not apply for changes under Sec. 10. All costs in your Catering Workbook are also subject to change.

12. **DAMAGE:**

PC assumes no responsibility for ANY damage or loss of any merchandise, alcohol, equipment, furniture, clothing or other personal property prior to, during or after the event. PC and its event service staff will exercise reasonable care in handling your facilities, supplies, rentals and equipment. However, you acknowledge that accidents, breakage or damage may occur and that you will NOT bill, charge or assert a claim against PC for any such loss, unless such loss was caused by the willful misconduct of PC or its employees.

13. **PC LIABILITY:**

Except for injury, damage or harm cause by the willful misconduct of PC or its employees, and to the greatest extent permissible by applicable law, PC's liability shall be limited to moneys paid to PC under the terms of this Agreement. PC shall not be liable for any consequential damages caused by any breach of this Agreement.

14. **THIRD PARTY LIABILITY:**

There are no third party beneficiaries to this Agreement. PC is not responsible for the conduct of you, your guests or invitees, or third parties hired to provide services at the event.

15. **INSURANCE:**

PC typically maintains general, automobile and alcohol/liquor liability insurance. However, this Agreement does not require PC to maintain any form of insurance.

16. **ASSIGNABILITY:**

This contract is not assignable without the written consent of Pyramid Catering & Events LLC, which may be granted or withheld in its sole discretion.

17. **UNLAWFUL ACTIVITIES:**

You will comply with all the laws of the United States and the State of Washington, all municipal ordinances and all lawful orders of police and fire departments, and will not do anything on the premises in violation of any laws, ordinances, rules or orders. If unlawful activities are occurring on the premises, and event is cancelled, there will be no refund of any kind from PC to you.

18. **STORAGE:**

If you ask PC to accept delivery of, store, or transport, any of your personal property before, during, or after the event, then you assume all risk of loss of or damage to such personal property. Any your personal property left in PC's possession more than seven days after the event shall be deemed abandoned, after which PC may use or dispose of such personal property in its sole discretion.

19. **GARBAGE/ RECYCLING:**

You are responsible for all costs for garbage or recycling removal from your venue. If no garbage and recycling receptacles are on site for PC use, or if the available receptacles are inadequate, then PC will invoice you \$50.00 for removal of garbage or recycling from your venue and an ADDITIONAL \$100.00 if PC must dispose of the garbage at the transfer station near PC's facility.

20. **BAR/ BEVERAGES:**

You or PC may provide beverage service or bar support as outlined within your Catering Workbook in one of the following manners:

- You will provide all alcoholic and non-alcoholic beverages. PC may supply soft drinks, juices, glassware, ice, mixers, garnishes and bar service personnel.
- You or PC will arrange for either a hosted bar service or a no-host (cash) bar by another caterer. Minimum sales and/or labor charges are required for this type of service. You will pay the other caterer directly.

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21. **RENTALS:**

You may provide all or part of your own rental items for your event. Alternatively, PC may provide you with rentals in accordance with the estimated cost list as outlined in your Catering Workbook. You may change or cancel those items at any time prior to the event, but certain items may incur RESTOCKING & CANCELLATION fees, for which you will be solely responsible.

If PC is coordinating rentals on your behalf through a rental company (i.e Grand Event Rentals, CORT, Pedersen's), you may be required to pay the rental company directly. This information will be specified in your Catering Workbook.

Any loss or damage to ANY rentals will be billed to you after your event.

22. **MENU/ FOOD QUANTITIES:**

PC will prepare between 5%-10% overage based on your final guest count. Part of this overage includes feeding event service staff. You are not charged for this service. NO overage will be provided for bag/ box lunches, unless specified within your Catering Workbook.

23. **KIDS/ CHILDREN:**

Children under the age of 10 years old are charged \$ 10.00 per child unless specified differently within your Catering Workbook.

24. **LEFTOVERS:**

In accordance with applicable Health Codes, PC reserves the right to discard any food items where there is a reasonable risk for food borne illness to occur. PC (or you or your guests) may package up all leftover food items that are not discarded, provided that PC is not responsible for any injury or harm caused by consumption of such items.

You are responsible for providing appropriate containers to place leftovers into.

If you do not have appropriate containers, all food will be disposed of or taken back to PC's facilities for use, disposal or donation, at PC's sole discretion.

25. **MENU COST:**

All menu prices are subject to change within 14 days of your event.

If there is an increase of more than 10% in the cost for an ingredient(s) in your menu, you have two options.

- Maintain your present menu, subject to the increased cost; **OR**
- Select substitute menu item(s) offered by PC to maintain the agreed upon (per person/platter) menu price within your Catering Workbook.

26. **GUEST COUNT OVERAGE:**

You will be charged based on your final guest count unless the number of attendees exceeds such count **AND** PC was required to purchase more food or beverages to accommodate this increase.

27. **GUEST COUNT REDUCTION:**

If your guest count is reduced by 20% or more from the original guest count in your Catering Workbook, your menu cost **MAY** increase proportionally (based on our present prices).

I have read this contract and understand and agree to the rates and terms and conditions of this contract.

Authorized Client Signature: _____ Today's Date: _____

Client's Printed Name: _____ Client's Title: _____

Business Name or Event Name : _____

Event Date: _____ Event Venue: _____

Deposit amount: _____ Prepayment amount(s): _____

Please sign and return one copy to PC. Remember to keep a copy for your records.

Pyramid Catering (P.C.) Representative: Benjamin Jablonsky

(P.C.) Printed Name: Benjamin Jablonsky (P.C.) Title: Owner