

Home Bites Catering

Terms and Conditions

SERVICE INCLUSIONS:

Staff, food, non-alcoholic beverages, food holding, and serving-related equipment.

SERVICES NOT INCLUDED:

Photography, videography, florist, added décor, entertainment, additional lighting, sound or av needs, additional design needs or printing services. Please note that no other food or beverage may be brought into the event location without prior written notice and approval. If the client hires a 3rd party photographer, home bites requests copies for use of those photos for marketing purposes.

PAYMENT TERMS AND CANCELLATION FEES:

A deposit of 35% of the agreed-upon bid is due within seven days of signing this contract. Unless otherwise agreed, all payments are made via the link FURNISHED BY Home Bites. The balance of the contract is due 14 days before the event.

Cancellations made more than 30 days prior to the event will incur a 25% fee of the deposit amount. Cancellations within 20 to 30 days before the event will incur a 50% fee of the deposit amount. Cancellations less than 20 days before the event, the entire deposit will be forfeited.

GUEST COUNT

Fifteen (15) calendar days prior to the event, the Caterer will need to have the final number of guests to be served. This final number will be used to purchase fresh ingredients for our kitchen production and order equipment and appropriate staff for the event. After this date, the final guest count can only increase but not decrease. Any increases in guest count will be subject to additional costs. The Client will only be charged for the guaranteed number of guests served. If there are more guests attending

the event than the guaranteed guest count, the Caterer reserves the right to charge the Client accordingly.

PRICE ADJUSTMENT CLAUSE

Due to the fluctuating cost of food items, menu prices are subject to change within fourteen (14) days of the event. If a drastic change in the menu cost occurs, the Client has two (2) options:

- a. Client will pay the additional cost based on the current adjusted price, or
- b. The client can substitute another menu item (s) to maintain the agreed-upon per-person price.

MENU

Home Bites will provide menu items as outlined in Appendix A

Buffet Service - The amount of food provided will be adequate to feed the listed number of guests plus 20% to allow for second trips to the buffet.

Family Style - The amount of food provided will be adequate to feed the listed number of guests.

The client understands that all foods leftover from an event on display, cannot be packed for them without paying an additional fee for servers or culinary to handle. This must be discussed with the Home Bites representative before the event is executed.

EQUIPMENT

Home Bites will provide menu items as outlined in Appendix B

INDEMNIFICATION AND HOLD HARMLESS

(A) The Client agrees and by their signature(s) to indemnify and hold harmless the Caterer in the event more guests attend the event than guaranteed to the Caterer, or if not enough foods, beverages, or services are ordered to serve the attendees properly. Client further agrees to indemnify and hold harmless Caterer for any foods or beverages removed from the venue by any person or persons whatsoever and consumed or

transferred to another person, persons or organizations whatsoever, and consumed which causes sickness and any or all conditions leading up to and including death. The caterer may only be held liable in the event gross negligence is determined through adjudication.

SITE:

Home Bites reserves the right to pre-approve the location of the catering event and may require an inspection of the site. Due to the weight of the Home Bites Food Truck, it requires a firm, LEVEL surface for parking and adequate space (at least 31 feet long, 12 feet wide and 15 feet overhead) in which to operate. Home Bites retains the right to and will make every reasonable effort to relocate the truck if the site is unacceptable. If, however, for any reason, Home Bites is unable to park at the event site, all monies for the event, in full, will be retained by Home Bites and any balances will become due immediately.

DAMAGE TERMS

Home Bites (Caterer) upon return of rentals property (e.g. china, silverware, linens, napkins, chair ties, tables and chairs) will inventory and inspect each item to determine breakage, theft and condition. If any rental property is lost, burned, stained, candle waxed, or broken, you the Client, will be responsible for replacement costs.

CLIENT RESPONSIBILITIES:

The client is responsible for all city, county, or other permits or licenses required to use the Home Bites Food Truck for catering on your selected site. The client is also responsible for ensuring that there are sufficient trash collection bins at the site and that all trash is collected at the event unless otherwise agreed upon in this contract.

INSURANCE

Home Bites (Caterer) maintains general liability and automobile insurance at appropriate limits.

UNLAWFUL ACTIVITIES

The Client will comply with all the laws of the United States of America 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 violating any laws, ordinances, rules or orders. If unlawful activities are occurring on the premises and the event is canceled, there will be no refund of any kind from the Caterer to the Client.

MODIFICATION OF AGREEMENT

Any amendment or modification of this Agreement or any additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing (email with confirmation) by an authorized representative of each Party.

FORCE MAJEURE:

Home Bites will be excused from the performance of this Agreement in whole or in part if the performance by Home Bites of any of its material obligations under this Agreement is prevented by operation of law or any cause beyond the reasonable control of Home Bites, including without limitations fire, flood, weather, earthquake, public disaster, strike, labor dispute or unrest, riot, war, insurrection, civil unrest, act of God, any act of any legal or governmental authority, accident, breakdown of electrical or other equipment, (all of which causes are referred to as "events of force majeure"). If the event is canceled or curtailed because of the occurrence of any of the foregoing events of force majeure, and the event is not rescheduled, Home Bites shall remit the full portion of the deposit less any out-of-pocket costs incurred by Home Bites in connection with the canceled or curtailed event.

ATTORNEY FEES AND COSTS

In the event of default or breach of this contract leading to legal action, the prevailing party shall be entitled to recover all costs, including reasonable attorney's fees and miscellaneous costs incurred resulting from any legal proceeding whatsoever to protect their interests as stated herein.

PREVAILING JURISDICTION

In the unlikely event that this agreement requires adjudication for any reason whatsoever, the Caterer and Client hereby agree that the statutes and laws of the State of Washington shall govern this document.

This agreement expresses the entire understanding between Home Bites and the client concerning the subject matter hereof and may not be changed, modified, or terminated except in writing. If any provision of this agreement is adjudged to be void or enforceable, the same shall not affect the validity of this agreement or any other provision hereof. This agreement shall be governed by the state of Washington and the parties hereto agree to submit to jurisdiction in the state of Washington. The parties hereto agree to the foregoing as evidenced by their signatures below.

By signing this contract, the client understands and accepts the terms and agrees to the 35% deposit upon submission of this signed form, as well as the remaining balance charged to the client's recorded credit card 14 days before the event date.

The client further authorizes that the signature on this form acts as the signature on file for payment or non-payment of the balance due or any overages on the event.