



High Tide Catering
1728 Virginia Beach Blvd. 109
Virginia Beach, 23454
757-773-6458
hightidecatering@ymail.com

Catering Agreement

In consideration of the services to be performed by High Tide Catering for the benefit of _____ (client) at the event scheduled for _____]
2013 (event) as set forth on the attached invoice, client agrees to the following terms and conditions:

1. To reserve the date of the event, client must provide signed copy of this agreement to cater along with a deposit or payment as follows:
 - a. If the agreement is signed more than seven (7) days prior to the event, client shall deliver to caterer, along with the agreement, a deposit equal to 50% of the invoice amount. The balance is due and payable no later than the 7th day prior to the event.
 - b. If the signed agreement is delivered to caterer seven (7) or fewer days prior to the event, client shall pay the entire invoice amount when the agreement is signed plus a surcharge equal to 15% of the invoice amount (the invoice plus the surcharge being hereinafter referred to as the "adjusted invoice amount").
2. At least seven (7) days prior to the event, client agrees to inform caterer of the number of persons expected to attend the event and to pay for the amount confirmed or the actual number in attendance, whichever is greater. If the actual number in attendance is greater than the amount confirmed, caterer cannot guarantee that adequate food will be available for all persons in attendance. If the actual number in attendance is more than 20% less than the number confirmed, caterer reserves the right to increase the price per person.
3. If client fails to pay any payments when due prior to the date of the event, this agreement may be rejected by caterer. Client agrees that caterer shall not thereafter be obligated to provide any services hereunder. In such case, or if client shall, for any reason whatsoever, cancel this agreement client acknowledges that it would be impossible to fix the actual damages resulting from such cancellation, and client therefore agrees that caterer may retain (a) 100% of the deposit (if this agreement

was delivered more than seven days before the event) or (b) 50% of the adjusted invoice amount (if this agreement was signed seven or fewer days prior to the event), in each case as liquidated damages and not as a penalty which represents a reasonable estimation of fair compensation for damages incurred by caterer resulting from such a failure to pay, or cancellation, by client.

4. Client agrees to indemnify and hold harmless caterer for any damage, theft, or loss of caterers property (including, without limitation, equipment, plates, utensils, and motor vehicles) occurring at the event that is caused by persons attending the event.
5. In the event attorneys' fees or other costs are incurred to High Tide Catering to secure the performance of any of the obligations herein provided for, to obtain damages for breach thereof, or to obtain any other appropriate relief, whether by way of prosecution or defense, the client will cover the cost of reasonable attorneys' fees and costs incurred herein. This agreement contains all the terms and conditions agreed upon by the parties hereto with reference to this event, and no other agreements not specifically referred to herein, oral or otherwise, shall be deemed to exist or to bind either of the parties hereto.

Agreed and Accepted:

Client

High Tide Catering

Signature

Signature

Printed Name

Printed Name

Date

Date
