

# AFFAIRS ATTENDED TO

THIS CATERING SERVICE AGREEMENT (the "Agreement") dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BY AND BETWEEN:

\_\_\_\_\_ of CITY: \_\_\_\_\_ STATE: \_\_\_\_\_

(the "Client")

-AND-

AFFAIRS ATTENDED TO of Lodi, New Jersey

(the "Caterer")

## BACKGROUND:

- A. The Client believes the Caterer has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Caterer is agreeable to providing such services to the client on the terms and conditions set forth in this Agreement.

**IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in the Agreement, the receipt and sufficiency of which consideration is hereby acknowledged. The Client and the Caterer (individually the "Party" and collectively the "Parties" to the Agreement) agree as follows:**

## SERVICES PROVIDED

1. The Client hereby agrees to engage the Caterer to provide the client with services (the "Services"):
  - a. Type of Event: \_\_\_\_\_ Order No.: \_\_\_\_\_
  - b. Date of Event: \_\_\_\_\_ Number of Guests: \_\_\_\_\_ Number of Staff: \_\_\_\_\_
  - c. Event Location: \_\_\_\_\_
  - d. Brief Menu Description: \_\_\_\_\_
  - e. Estimated Cost: \_\_\_\_\_
2. The services will also include any other tasks which the Parties may agree to and may be memorialized by the supporting order and proposal documents ("Supporting Documents"). The Supporting Documents will be made addendums to this Agreement and will be used in the interpreting this Agreement and the scope of the Services. The Caterer hereby agrees to provide such Services to the Client.

## TERM OF AGREEMENT

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in the Agreement. The Term of this Agreement may be extended with the written consent of the Parties.
4. In the event that either Party wishes to terminate this Agreement prior to the completion of the Services, that Party will be required to provide 5 days' written notice to the other Party.

## **PERFORMANCE**

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

## **COMPENSATION**

6. For the Services rendered by the Caterer as required by this Agreement, together with the Supporting Documents, the Client will provide compensation (the "Compensation") to the Caterer and all monetary amounts are in USD (US Dollars).
7. The Client will pay to the Caterer fifty percent (50%) of the Estimated Cost of the Services at the time of the execution of the Agreement.
8. On or before the day of the Event ("Event Date"), the Client will pay to the Caterer twenty percent (20%) of the Estimated Cost, with the Final Invoice, issued after the Event Date, representing the remainder Compensation for the Services with be due thirty (30) days of receipt.
9. The Client agrees that compensation for all the Caterer's employees will be invoiced by the Caterer and the Client may not pay compensation directly to the Caterer's employees, except for gratuity, if the Client so desires.
10. Invoice(s) submitted by the Caterer to the Client are due, in full, within thirty (30) days of receipt.
11. The Compensation as described in the Agreement and the invoice(s) will be subject to all sales tax or applicable duties as may be required by law.

## **CONFIDENTIALITY**

12. Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
13. The Caterer agrees they will not disclose, divulge, reveal, report or use, for any purpose any, Confidential Information which the Caterer has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of the Agreement and will survive indefinitely upon termination of this Agreement.

## **INDEMNIFICATION**

14. Except to the extent paid in settlement from any applicable insurance policies and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party and its respective affiliates, officers, agents, employees and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amounts whatsoever which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees and permitted successors and assigns that occurs in connection with this Agreement.

## **TIME IS OF THE ESSENCE**

15. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.
16. The Caterer will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

**ENTIRE AGREEMENT**

17. It is agreed there is no representation, warranty, collateral agreement, or condition affecting this Agreement except as expressly provided in this Agreement.

**TITLE/HEADINGS**

18. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

**GOVERNING LAW**

19. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of New Jersey, without regard to the jurisdiction in which any action or special proceeding may be instituted.

**SEVERABILITY**

20. In the event of any provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**AGREEMENT DUPLICATES**

21. Facsimile or pdf copies of this document and signatures shall be binding as originals. The Agreement may be executed in any number of counterparts, each of which shall be effective upon delivery and thereafter shall be deemed as original and all which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page.

**IN WITNESS, WHEREOF the Parties have duly affixed their signatures under hand and seal on:**

**This:** \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

**Client**

\_\_\_\_\_

**Representative Affairs Attended To**

\_\_\_\_\_

**ADDENDUMS:**

**Description of Document**

**Date of Document**

\_\_\_\_\_ | \_\_\_\_\_

\_\_\_\_\_ | \_\_\_\_\_

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