

CATHY'S CORNER CAFÉ

**929 Avery Ave
Syracuse, N.Y. 13204
479-6990 FAX 479-6940**

CATERING CONTRACT

DEPOSIT

A 30% estimated deposit is due at time of booking

FINAL PAYMENT

Final payment is due 2 days prior to your event date

FINAL GUEST COUNT

Final guest count, not subject to reduction, is due 7 days prior to your event date. If you need to increase your guest count within 5 days of your event date, we will make every effort to accommodate your request. Additional fees and charges MAY apply beyond the normal agreed upon expenses.

PAYMENT METHODS

Cathy's Corner Café accepts cash, check, Visa, Mastercard or American Express

NEW YORK STATE TAX

Cathy's Corner Café charges 8% sales tax.

SERVICE CHARGE

Cathy's Corner Café charges 18% service charge on every event, unless otherwise indicated. At the client's discretion, any extra tip/gratuity will go directly to the service staff.

TIMELINE

You may be billed for additional hours if your event does not adhere to the agreed upon timeline

CANCELLATION BY CLIENT

All prepayments and deposits are forfeited if you, the client, cancel the event at any time. Cathy's Corner Café will apply the entire balance of your deposits and prepayments, less \$500.00, towards another event occurring within 90 days of the original event date, subject to our availability. All costs are subject to change.

CANCELLATION BY VENUE OR ACTS OF GOD

All prepayments and deposits are forfeited if the event is cancelled by your venue or if acts of God (i.e. fire, flood, terrorist activity) prevent Cathy's Corner Café from performing your event as agreed. Cathy's Corner Café will apply the entire balance of your deposits and prepayments, less \$500.00, towards another event occurring within 90 days of the original event date subject to our availability. All costs are subject to change.

DAMAGE

Cathy's Corner Café assumes no responsibility for ANY damage or loss of any merchandise, alcohol, equipment, furniture, clothing or other valuables prior to, during or after the event. We will do everything possible to ensure that all of your supplies, rental and equipment are cared for and maintained in good working order and without any damage.

I, the client, understand that using/providing items I own or are providing or by hosting an event in my home/office, that accidents/breakage and damage may occur. I will NOT bill, charge or sue Cathy's Corner Café for any loss unless the damage or loss was caused by the willful negligent actions or conduct of Cathy's Corner Café or its employees.

CATHY'S CORNER CAFÉ LIABILITY

Cathy's Corner Café's only liability, for third party claim, will be actions caused by Cathy's Corner Café and /or the negligent conduct of its employees.

THIRD PARTY LIABILITY

Cathy's Corner Café assumes no responsibility for the conduct of guests, members and third parties hired to provide services.

INSURANCE

Cathy's Corner Café maintains General, Automobile and Alcohol/Liquor Liability Insurance.

ASSIGNABILITY

This contract is not assignable without the written consent of Cathy's Corner Café.

UNLAWFUL ACTIVITIES

The client will comply with all the laws of the United States and the State of New York, all municipal ordinances and all lawful order 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 Cathy's Corner Cafe, to client.

BAR/BEVERAGES

Client assumes the right to provide all or part of their bar/beverage supplies as needed. Or Cathy's Corner Café may provide beverage service or Bar Support as indicated within one of the following manners:

- A) Client will provide all alcoholic beverages and/or non-alcoholic beverages. Cathy's Corner Café may supply mixers, juice, soda, ice, glassware/plastic ware, garnishes, bar service personnel.
- B) Cathy's Corner Café will provide all alcoholic beverages, and or non-alcoholic beverages, mixtures, juice, soda, ice, glassware/plastic ware, garnishes, bar service personnel and permit
- C) Cathy's Corner Café will also provide a cash bar.

MENU/FOOD QUANTITIES

Cathy's Corner Café will prepare between 5%-10% overage based on the final number of guests we receive from you. Part of this overage is to include feeding of the staff and/or vendor. You are not charged for this service. No overage will be provided for bag/box lunches, unless specified.

KIDS/CHILDREN

Children under the age of 5 are not charged for catering unless client wishes to provide service/seating for them. Kids 6-10 are charged "Half Price" on the agreed upon menu or a children's menu is provided.

MENU COST

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

If a drastic change in an ingredient within your menu is established you have two options.

1. A new cost (maintaining your present menu) will be assessed based on current market prices and you may agree to the new price.
2. Substitute menu items will be presented to you in order for you to maintain the agreed upon (per person/platter) menu price.

GUEST COUNT OVERAGE

You will only be charged for the guaranteed number of guests served unless you have more attendees than the guarantee and Cathy's Corner Café was required to purchase more food and/or beverages to accommodate your event.

FUNCTION SHEET

You will be provided with a detailed Function Sheet that lists all foods, desserts, beverages, linens, dishes, glasses, silverwares, equipment. This function sheet will detail times and services Cathy's Corner Café is providing.

NAME _____ DATE _____

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