

Catering Terms and Conditions

This Agreement is made this ____ day of March, 20____ between FNK CATERING CORP. (herein after referred to as "Caterer") and _____
_____ (hereafter referred to as "Client").

Client Contact Information

Address: _____

Telephone: _____

Email: _____

Date of Event: _____ Time of Event: _____

Event Location: _____

The following outlines the food that will be provided to the client on the date of the event:

- 1
- 2
- 3
- 4
- 5

Fee Schedule

Number of Guests to be Served: _____

Price per person \$: _____

Total per person amount: _____

Sales tax: _____

Total amount due: _____

20% Deposit due on signing of Agreement: _____

Balance due on date of event: _____

This Agreement is subject to the terms as outlined on page 2 hereof. Client acknowledges that the 20% deposit is non-refundable except as permitted by the terms and condition of this agreement.

THESE TERMS AND CONDITIONS ARE INCORPORATED INTO AND MADE PART OF THIS AGREEMENT:

- Client's deposit is non-refundable. In consideration of this payment, the date for your event has been set aside and our services have been scheduled for your use. Caterer agrees to cater your event on the date and time specified and client agrees that the event will take place on that date and at that time in accordance with the provisions outlined in this agreement.

- According to the provisions of this agreement Caterer has agreed to defer part of the payment of the price agreed upon for your event and to accept the installment payments as outline in the agreement. Caterer must be paid via cash, check, or money order for both the initial non-refundable deposit as well as the balance due on the date of the event. The balance of the total amount due Caterer must be paid on site and prior to its employees delivering and setting up the food at the event location.

- Caterer will have no responsibility or liability for failure to supply any service or product when prevented by accident, natural disaster or any other cause

beyond its reasonable control nor shall any such failure constitute a breach of this agreement.

- Caterer reserves the right to make any such substitutions to the menu as reasonably necessary according to the open food market.

- Client agrees to pay all applicable taxes in addition to the agreed prices outlined in the agreement.

- If this agreement is not signed by the party having the affair (corporation, LLC, etc.), the person or person executing this agreement expressly represent that he or she is authorized to execute this agreement and they also agree to be personally responsible for payment as provided in this agreement. This agreement shall be binding on both the person executing the agreement on behalf of an entity as well as upon the entity itself.

- Client may not assign or transfer this agreement to another person or entity without the express written consent of Caterer. Modifications to this agreement may not be made unless agreed to by both the Caterer and the Client and said modifications must be in writing and signed by both the Caterer and the Client.

- Any controversy, claim or dispute arising out of or relating to this agreement, or any alleged breach of this agreement shall be submitted to arbitration in the state of New York. The arbitration shall take place at the location and/or arbitration company designated by the Caterer. Any and all fees and expenses of such arbitration, inclusive of reasonable attorney's fees shall be born solely by the party against whom such an award is rendered, and the parties to the agreement herein consent to the inclusion of same within the award. An award may also be entered against any party failing to submit to or defaulting in appearing for an arbitration hearing after receiving thirty (30) days written notice of such hearing.

- This agreement can ONLY be cancelled ten (10) days prior to the event. Cancellation must be put in writing by the individual who executed this Agreement. If the event is canceled this agreement is terminated and no refund shall be paid by Caterer to Client unless the canceled event date is rebooked for an amount equal to or greater than the canceled event. If the event is rebooked a refund of the initial deposit will be processed and paid to client within thirty (30) days of the event date less the sum of \$150.00.

- In the event Client cancels, repudiates, or otherwise breaches this agreement for any alleged cause or reason whatsoever including but not limited to the postponement or cancellation of the event Client shall be liable for all actual damages sustained by the Caterer including but not limited to Caterer's loss of profit.

By signing this document you acknowledge receipt and understanding of all the terms and conditions outlined herein.

Client: _____ Date: _____