CATERING AGREEMENT

This is a catering agreement executed this **9th** day of **December**, **2017**,

BETWEEN

{Name}
{Address}
{Address Continued}
{Other Contact Info}

Known for the purposes of this Agreement as "Client,"

AND

Sea Witch Café and Tiki Bar
227 Carolina Beach Avenue North, Carolina Beach, NC, 28428
(910) 707-0533

known for the purposes of this Agreement as "Caterer."

Client and Caterer agree to the following:

1. Services

1.1 Caterer agrees to provide services to the Client for _____**,** known as the "Event," taking place on the ___ day of _____**, 2018**.

1.2 For this Event, Caterer agrees to provide the following:
Venue Space (Dining Room and L-Shaped Porch) from 11:00 am – Midnight
Tablecloths for Buffet Table
Food and Beverage as selected by Client
Waitstaff

1.3 Client agrees to provide the following:
Décor (if desired)
DJ (if desired)
Tent (if needed for a rain plan)
Additional Tablecloths (if desired)
Wedding Cake (if desired)

2. Deposit

2.1   Client is required to pay a **$200.00 non refundable security deposit** to secure the date. The caterer will not allow anyone else to look at the date after the security deposit is paid.

2.2 Client is required to pay a deposit of **50% of the total catering cost** upon finalizing Menu selection. The initial $200 security deposit is deducted from this payment. 50% Deposit needs to be paid no later than two weeks before the Event date. This deposit is used to make order Client's menu items from our vendors.

2.3 **50% Deposit is non-refundable if Client cancels within 10 days of Event Date.**

3. Payment

3.1   For the above services, Client will pay Caterer **the initial 50% of the total catering cost due no later than two weeks before Event and the remaining 50% of total catering cost no later than the day of the Event, before the Event begins.**

3.2   Client may request additional services, with the knowledge that these services will add to the total cost agreed upon by this contract, and must be agreed to in writing, either as an addendum to this Agreement, or in a separate document.

3.3. The remaining 50% balance on the total cost for the Event is due **on the day of your Event, before the Event begins**.

3.4   If Client is starting a bar tab for guests, bar tab must be started with a credit card before the Event begins.

3.5   Security Deposit, Initial 50% Payment, and Remaining 50% Payment can be paid with Cash, Credit Card, or Check.

4. Guests

4.1 Client agrees to provide Caterer with the total number of guests no later than **10** days before Event.

4.2 Client agrees to include any food allergies or special dietary requests, if applicable.

5. Menu

5.1 Client will **choose from Caterer's available options by selecting options from the Catering Menu**.

5.2 Menu must be confirmed by **10 days before the Event**

5.3 Menu will be fixed, and no changes may be made, **10 days before Event**.

6. Cancellation Policy

6.1 Client may cancel this Agreement **at anytime if necessary.**

6.2 Cancellation occurring anytime **after non refundable security deposit is paid** will result in **full loss of $200.00 security deposit**, as outlined in Section 2.

6.3   Cancellation of this agreement after the 50% deposit is paid, but **before 14 days** before your event, will result in a **full refund minus the non refundable $200.00 security deposit**, as outlined in Section 2.

6.4   Cancellation of this agreement after the 50% deposit is paid, but **after 14 days** before your event, is **nonrefundable**, as outlined in Section 2.

7. Arbitration

7.1 Should either party failure to provide or breach this Agreement in anyway, the offending party will be liable for any damages.

7.2 Both parties agree to seek a third-party mediator or arbitrator for any disputes that arise as a result of this Agreement.

8. Jurisdiction

This Agreement falls under the jurisdiction of the state of **North Carolina**, and is therefore subject to all of **North Carolina's** laws and regulations.

Signed:

_____   _____
Client Name   Client Signature

_____   _____
Caterer Name   Caterer Signature

Date:_____