



### **General Information and Policies**

Our professional resources in culinary and service skills afford you complete assurance that all commitments will be carried out to your satisfaction. The staff of Taste of the Town Catering will endeavor to make your event worry-free and enjoyable for client and all guests attending. In order to ensure you and your guests of a well-organized function, we must ask that we both adhere to the following catering policies:

#### **Payments and Retainer Fee**

Billing arrangements for all events must be made in accordance with catering policies. There is a flexible retainer fee on all events, unless prior arrangements have been made with our catering coordinator. We accept cash, checks and money orders and credit cards

. Checks should be made out to **Party Tacoma Inc** and mailed to 455 St Helens Ave, Tacoma, WA 98402 . If we receive a payment for services via check and that payment is returned for non payment with our bank you will be responsible for a \$30.00 fee.

#### **Guarantees**

The coordinator must be notified of the exact number for which you wish to guarantee services for not later than five working days before the event. In the event a guarantee service number is not received, the original estimated attendance count will be prepared and charged. The charge for each additional person set up at patron's request will be made and patron agrees to pay at Caterer's established rate of \$25.00 per person.

#### **Buffet Service time**

The buffet will be set up and the food will be ready to go between the agreed time frame. and an extra \$50/hour charge for service time going past the agreed time frame.

#### **Taxes**

All applicable state and local taxes will be imposed and paid by the client. If the client's organization is tax exempt, the caterer must receive a certificate reflecting the client's exemption status not later than five working days before the event. If the caterer does not receive this certificate, the client agrees to pay all taxes associated with the event.

#### **Portion Sizes**

Our menu items are sold on a per guest basis, with portion sizes having been determined by our experienced catering staff. If you would like information regarding exact quantities, please do not hesitate to ask our catering coordinator.

#### **Leftover Food**

When we are on location to serve food, we usually carry more than we expect to serve. Most of the time we have extended food temperatures and holding conditions to a point that we **will only** release leftover food on the buffet to you with a prior release signed. Please bring containers as we do not carry them. This policy is required by the Tacoma Pierce County Department of Health. And there may be rare occasions where we reserve the right to discard any food items where there is a reasonable risk for food borne illness to occur.

We trust you will co-operate.

#### **PERMITS/LICENSES**

In the event that the Customer's function requires a permit or license from any governing body, local, state or federal, the Customer is solely responsible for obtaining such license or permit at Customer's expense.



**CANCELLATION BY CLIENT / VENUE / ACTS OF GOD**

All prepayments and deposits are returned in full ( less \$ 200.00) if your event is cancelled by you, your venue or by act of god, 30 days or more, from your event date.

If the event is cancelled, within 30 days of your event date, all deposits and prepayments are forfeited in full.

**Cancellation by Taste of the Town Catering**

TOT reserves the right to terminate this contract for any reason.

IF TOT terminates this contract over 30 days prior to your event date, all deposits and prepayments will be returned in full within 10 days. IF TOT terminates this contract within 30 days prior to your event date, all deposits and prepayments will be returned in full within 10 days as well as an additional \$200.00 penalty.

**DAMAGE**

TOT 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, rentals and equipment are cared for and maintained in good working order and without any damage.

I, the client, understand that by 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 TOT for any loss unless the damage or loss was caused by the willful negligent actions or conduct of TOT or it's employees.

**Catering Contract \*\*\*\*\***

1. I, Patron, agree to pay for all guests attending but not less than for the number of guests guaranteed. Caterer may limit services to the number of guests guaranteed or the number of guests Caterer deems to be the maximum for the facility. Arrangement for additional guests and menu changes must be made at least five (5) days prior to the functions and such final guarantee, whether oral or written, shall be binding on patron as if originally guaranteed. In no event shall guarantee be less than originally agreed upon.
2. The change of each additional person set up at patron's request after the five (5) day period prior to event will be made and patron agrees to pay at Caterer's established rate of \$25.00 per person.
3. No event will be permitted to run over the time agreed upon without Caterer's approval. Caterer reserves the right to make reasonable additional charges for events running beyond the service time agreed upon. The agreed charge is \$50.00 per hour.
4. In the event patron cancels or otherwise breaches this agreement, Caterer shall retain 50% of the retainer fee and/or any reasonable out-of-pocket expenses incurred by Caterer up until one month prior to the event. If the time frame is less than one month from the event date Caterer can retain the entire retainer fee as liquidated damages.
5. Any balance due will be paid in cash, money order, check, or on-line credit card within five (5) days of the start time of function.
6. Delinquent Accounts - we reserve the right to assess finance charges on any amount unpaid when due at an interest rate of 1 ½% per month or the maximum rate permitted by law.
7. In the event that the caterer must seek legal remedies to complete execution of this contract, the client agrees to pay all reasonable attorney fees.
8. When patron wants to supply any food to be brought on the premises, patron must secure written approval and endorsement of Caterer before such food will be allowed on the premises.
9. Caterer reserves the right to substitute items that become unavailable in the open market or that exceeds reasonable market costs. Caterer will notify patron for approval if time allows.



**10.** Patron assumes responsibility for any damages to any property rented to patron that may be caused by patrons, members, guests or invitees.

**11.** Caterer shall have no responsibility or liability for failure to supply any services when prevented from doing so by strikes, accidents or any cause beyond Caterer's control, or by orders of any governmental authority, except to return said retainer fee within sixty (60) days.

**12.** Caterer can charge one-half the menu price per person for musicians and photographers participating in the function, unless prior arrangements have been made ahead of time.

This agreement constitutes the entire agreement between the parties. No modifications or cancellations thereof shall be valid nor of any force effect unless in writing signed by the Caterer. The undersigned acknowledges that (s)he has read and accepted all the terms of this CATERING AGREEMENT and has executed this Agreement on the:

(Date) \_\_\_\_\_ and by returning it within ten (10) working days. Failure to comply will risk securing the aforementioned contracted day of function.

The agreement coincides with the CATERING INVOICE which outlines the exact type of food, times and equipment to be provided by caterer for patron. A copy of the CATERING INVOICE must accompany this agreement to make it whole.

\_\_\_\_\_  
Patron

\_\_\_\_\_  
Patron

\_\_\_\_\_  
Caterer