

# Agreement

In consideration of services to be performed by La Pear Catering ("Caterer") for the benefit of \_\_\_\_\_ ("Client") at the event scheduled for \_\_\_\_\_, 20\_\_ ("Event") as set forth on the attached invoice ("invoice"). Client agrees to the following terms and conditions:

- 1) In order to reserve the date of the Event, Client must deliver a signed copy of this Agreement to Caterer along with a Deposit ("Deposit") or payment as follows:
  - a) Agreement must be delivered to Caterer more than seven (7) days prior to the Event with a deposit equal to 50% of the invoice amount OR the agreed upon deposit. The balance is due three (3) days prior to event date.
  - b) If Agreement is delivered to Caterer seven (7) or fewer days prior to the Event, Client shall pay the entire invoice amount when the signed Agreement is returned, plus a surcharge equal to 10% of the Invoice amount (the Invoice amount plus such surcharge being hereinafter referred to as the "Adjusted Invoice Amount")
- 2) Client agrees to inform Caterer of the confirmed number of persons expected to attend the Event at least seven (7) days prior to Event, and to pay the amount confirmed or the actual number in attendance, whichever is **greater**. If the *actual* number in attendance is *greater* than the amount confirmed, Caterer cannot guarantee that adequate food will be available for all the persons in attendance. If the actual number in attendance is 20% or more less than the number confirmed, Caterer reserves the right to increase the price per person.
- 3) If Client fails to pay any payments when due prior to the date of the Event, this Agreement may be cancelled or rejected by Caterer. Client agrees that Caterer shall not thereafter be obligated to provide any services hereunder. In such case, or if Client shall, for any reason whatsoever, cancel the Agreement, Client acknowledges that it would be impossible to fix the actual damages resulting from such cancellation, and client therefore agrees that the Caterer may retain (a) 75% of the Deposit (if this agreement was delivered to Caterer more than seven (7) days prior to the Event or (b) 100% of the Adjusted Invoice Amount (if this Agreement was delivered to Caterer seven (7) or fewer days prior to the Event), in each case as liquidated damages and not as a penalty, which represents a reasonable estimation of fair compensation to Caterer for damages incurred by Caterer resulting from such failure to pay, or cancellation, by Client.
- 4) All food, beverages, rentals, linens, staff and any other charges are subject to all applicable taxes. Prices are subject to change without notice. 15% gratuity will be applied to ALL food and beverages provided.

- 5) A transportation fee is charged for any catering function beyond Winnipeg's perimeter highways – prices vary according to the destination and kilometres. Please note that staff hours are charged from the time they leave the city until they return.
- 6) Client agrees to indemnify and hold harmless Caterer for any damage, theft, or loss of Caterer's property (including, without limitation, equipment, plates, utensils, and motor vehicles) occurring at the Event that is caused by persons attending the Event.
- 7) Caterer shall not be responsible for inability to provide food or other services due to inclement weather or acts of God (including, without limitation, fire, blizzard or earthquake).
- 8) In the event attorneys' fees or other costs are incurred to secure performance of any of the obligations herein provided for, to obtain damages for breach thereof, or to obtain any other appropriate relief, whether by way of prosecution or defence, the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees and costs incurred herein. This Agreement contains all the terms and conditions agreed upon by the parties hereto with references to the Event, and no other agreement not specifically referred to herein, oral or otherwise, shall be deemed to exist or to bind either of the parties hereto.

AGREED AND ACCEPTED:

Client

Caterer

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

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