



## On Site Catering Policies & Agreement

The Following policies are essential terms to this catering agreement between the Client and City Moose Catering, LLC.

### **Time Table:**

City Moose Catering, LLC requires a Day of Event Schedule/Timeline, no later than one week prior to the event, including the preferred start/end times for the following: Event/Ceremony Begins (guests arrive), Appetizers/Cocktail Hour, Meal Served, Meal End/Clean Up Starts.

### **Event Site Evaluation:**

Client will schedule a Site Evaluation with City Moose Catering, LLC prior to the event date to plan out location for buffet tables, canopy, grilling, parking, etc. The Client is responsible for providing necessary tables, linens and paper goods, canopy, equipment, dinnerware, non-alcoholic beverages, parking, etcetera, unless such equipment and supplies are expressly identified in the price quote above.

### **Date of Event:**

Upon arrival at event site City Moose Catering, LLC staff will be shown the following: where the food will be prepared/set up/dropped off, a source of fresh clean water/electrical supply if needed, and bathrooms staff may use.

### **Food Quantity/Leftovers:**

City Moose Catering, LLC prepares 5-10% overage based on the final number of guest count registered by the Client. Part of this overage is to include food for the staff and/or service providers. The Client will not be charged for this. If there are additional leftovers, and the leftovers have been safely handled and stored, the Client may keep the remaining food. In accordance with Health Codes and safe food handling/refrigeration procedures, City Moose Catering, LLC reserves the right to discard any leftover food items, after the agreed upon event time table, where there is a reasonable risk for food borne illness to occur. Leftovers must be stored directly and at a safe, cold temperature. Client must provide containers/bags for leftovers.

### **Food Allergies:**

Menu items may contain or come into contact with WHEAT, EGGS, PEANUTS, TREE NUTS, FISH, SHELLFISH, SOY, MILK and other common allergens. Please be aware that we use a single kitchen for the preparation of all dishes, and as a result, we are unable to guarantee that any menu item can be completely free of allergens. The Client assumes all risk of allergic reaction. Without limiting the foregoing, City Moose Catering, LLC will take reasonable steps to minimize the risk of known allergens that are disclosed to us in writing by the Client.

### **Food supplied by Client:**

City Moose Catering, LLC, will make every effort to accommodate Clients who wish to provide their own farm-raised or wild-caught food items for their menu. For your safety, we only accept Client-supplied perishable food if it has been farmed, raised, caught, harvested, packaged,



processed, slaughtered, chilled, frozen, stored and/or handled in a sanitary, food-safe manner. We may require proof of safe handling and processing, including but not limited to proof of slaughtering and processing in a USDA inspected facility, where applicable. We reserve the right to reject any Client-supplied food items, or to refuse to prepare Client-supplied food items for any reason, at our sole discretion. Notwithstanding the above, the Client assumes all liability without limitation, and agrees to indemnify and hold City Moose Catering, LLC, its employees, owners, agents, and representatives harmless from any injury, harm, illness, adverse consequence or damages to any person in any way associated with cooking or serving Client-supplied food. No refund will be provided to the Client if the event is adversely affected by Client-supplied food items, including adverse consequences resulting from our rejection of Client-supplied food items.

**Bartending Policies:**

When an insured bartender is on-site to serve alcohol, there can be no self-pouring or self-serving of alcohol by the Client or guests. Guests must receive all alcohol from the bar. Special arrangements for serving certain traditional, celebratory or commemorative beverages supplied by the client can be made with advanced notice. City Moose Catering, LLC and any contracted bartenders reserve the right to deny any guest service if we believe signs of intoxication are shown. We expect guests to enjoy themselves responsibly.

**Liability for Guests:**

The Client assumes all responsibility for any damage or loss of merchandise, alcohol, equipment, furniture, clothing or other valuables prior to, during and after the event. The Client also assumes all responsibility for accidents or injuries to guests resulting from any cause, including guest or Client misconduct or intoxication, unless the accident or injury results exclusively from the willful misconduct of City Moose Catering or its employees. City Moose Catering, LLC will use reasonable measures to care for and maintain all of the Client's supplies, rentals and equipment in good working order and without damage. The Client understands that accidents/breakage and/or damage may sometimes occur. City Moose Catering, LLC will not be liable for any damage or loss, unless specifically caused by willful or negligent actions or conduct of City Moose Catering, LLC employees.



### **Unlawful Activities:**

The Client will comply with all the laws of the United States of America and the State of New Hampshire/Massachusetts, all municipal ordinances and all lawful orders of police and fire departments, all rules imposed by the event/function premises, and will not do anything on the event/function premises in violation of any laws, ordinances, rules or orders. If unlawful activities should occur on the premises, and the event is cancelled or terminated prior to its planned conclusion, there will be no refund due from City Moose Catering, LLC to the Client.

### **Guarantees on Number of Guests:**

Charges for food, beverage and add-on items based on guest count will be based on the greater of the Client's final guaranteed number of guests or the actual number of guests present at the event. Final guest counts are due no later than one week before the date of the event. If no final guest count is received, we will use the number of guests used in the attached agreement. If there are more guests attending than the guaranteed guest count, City Moose Catering, LLC will charge the Client accordingly. City Moose Catering, LLC does not guarantee that it will have on hand or be able to provide food, beverage or add-on items in excess the amounts needed to serve the guaranteed number of guests.

### **Staffing:**

We provide the appropriate staff to cook and serve the food we have agreed to provide, and to clean up after the event. On site catering staff will be dressed in Chef Clothes or City Moose t-shirts and jeans unless you request something different. Our contract includes staffing beginning at the starting time through final cleanup of our area of the event. City Moose Catering, LLC begins clean-up approximately 2 hours after the main meal is served unless other arrangements are made by the Client for overtime.

### **Deposit & Cancellation Policy:**

A Deposit of \$500.00 is needed to confirm the booking of this event. City Moose Catering, LLC will send you an **invoice to be paid by email, phone or in person**. 50% of the remaining balance is due 1 month before the event. If the event is less than 1 month away, a 50% Deposit is required at the time of booking. Failure to pay deposits when due may result in cancellation of your event, and booking other Clients/events in your place. In order to cancel your event, you must notify City Moose Catering by e-mail as early as possible. Deposits will only be refunded if the event is cancelled by the Client at least 90 days prior to the event. Cancellations that occur later than 90 days prior to the event will not result in a refund of any amounts that have been paid.

### **Cancellation by Caterer:**

City Moose Catering, LLC reserves the right to terminate or cancel this contract at any time, for any reason. If City Moose Catering, LLC terminates this contract earlier than 30 days prior to the event date, all deposits and prepayments will be returned in full within 10 days. If City Moose Catering, LLC terminates this contract later than 30 days prior to the event date, all deposits and prepayments will be returned in full within 10 days as well as an additional \$100.00.



**Gratuity:**

A standard 18% gratuity is included in your invoice. At the Client's discretion, any extra gratuity will go directly to the service staff.

**Final Payment:**

Remaining balance is due before the start of the event. Due to the fluctuating cost of food items, menu prices are subject to change within 14 days of the event. When a drastic change in the menu ingredient cost occurs, the Client has two options:

- a.) The Client will pay the additional cost based on the current adjusted price, or
- b.) Substitute other menu items to maintain the agreed upon per person price.

**Agreement Signature:**

Upon review and acceptance of the proposal and our catering policies, please sign below and return this document via email (Word, PDF or photo of signature page are acceptable). This agreement becomes binding only upon receipt of your required deposit and signed document. We do not reserve dates or commit to provide catering service without receiving both the deposit and agreement.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
City Moose Catering, LLC  
Employee Signature

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

\_\_\_\_\_  
City Moose Catering LLC  
Employee Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\$ \_\_\_\_\_ Deposit Received on \_\_\_\_\_, 2018. \_\_\_\_\_ Initials of City Moose Catering, LLC employee.