

FULL SERVICE CATERING AGREEMENT*

A. *RESERVATIONS*

--PLEASE READ ALL THE INFORMATION ENCLOSED IN THIS PROPOSAL/CONTRACT. FOOD ITEMS, RENTAL ITEMS, EVENT DATES, ARRIVAL TIMES, PERSONNEL, TELEPHONE NUMBER & EVENT ADDRESS ARE ALL VITAL INFORMATION THAT NEEDS TO BE CAREFULLY EXAMINED.

--PAELLA PARTY WILL BE RESPONSIBLE FOR THE DELIVERY OF THE ITEMS SPECIFIED AND LISTED IN THE FINAL SIGNED CONTRACT/PROPOSAL. NO EXCEPTIONS.

--EACH AND EVERY TIME THERE ARE ANY CHANGES MADE TO THE PROPOSAL WE REQUIRE YOUR INITIALED COPY OF THE NEW PROPOSAL SENT TO US IN ORDER TO CONFIRM ALL CHANGES,

--RECEIPT OF AN ESTIMATE DOES NOT BIND OUR SERVICES. IF OUR PROPOSAL/CONTRACT IS ACCEPTABLE, SIGN THIS CATERING AGREEMENT, INITIAL EACH PAGE OF THE PROPOSAL, AND RETURN TO US WITHIN 3 BUSINESS DAYS BY FAX, MAIL, OR EMAIL (SCANNED). IF WE DO NOT HEAR FROM YOU DURING THIS TIME PERIOD WE WILL ASSUME YOU ARE NO LONGER INTERESTED AND WILL PROCEED TO MARKET YOUR DATE TO OTHER CLIENTS.

--IN ORDER TO COMPLETE THE RESERVATION CONFIRMATION WE REQUIRE A 50% DEPOSIT PAYABLE BY CREDIT CARD, CHECK, OR CASH.

--DELIVERY & PICK-UP SERVICES MUST BE PREPAID FOR CONFIRMATION.

B. *FINAL COUNT GUARANTEE DEADLINE*

--FINAL CHARGES WILL BE BASED ON THE FINAL GUEST COUNT, OR THE ACTUAL HEAD COUNT AT THE EVENT, WHICH EVER IS GREATER. YOU MAY CHANGE THE FINAL COUNT FOR THE CONTRACTED EVENT NO LATER THAN 3 BUSINESS DAYS BEFORE THE EVENT DATE.

--IF NO ADJUSTED GUARANTEE IS RECEIVED, THE CATERING DIRECTOR WILL REFER TO THE LAST GUARANTEE THAT WAS SIGNED AND CONFIRMED

--LAST MINUTE CHANGES TO THE CONTRACT (WITHIN THE 3 DAYS) WILL INCUR ADDITIONAL FEES TO BE DETERMINED BY THE CATERING DIRECTOR.

--PAELLA PARTY WILL CHARGE ONE-HALF THE MENU PRICE PER PERSON FOR MUSICIANS, PHOTOGRAPHERS, AND ANY OTHER SERVICE PERSONS PARTICIPATING IN THE EVENT.

C. *CANCELLATIONS*

--PAELLA PARTY WILL FULLY REFUND ANY DEPOSIT GIVEN ON EVENTS CANCELLED 20 DAYS OR MORE FROM THE DATE OF THE EVENT. A \$45.00 ADMINISTRATIVE FEE WILL BE CHARGED FOR TIME AND COORDINATION INVESTED IN THE EVENT.

--IF CANCELLATION OCCURS 4 DAYS OR MORE, BUT LESS THAN 20 DAYS BEFORE THE EVENT, PAELLA PARTY WILL HOLD THE DEPOSIT TO RESCHEDULE WITHOUT ANY FEES. IF THE CLIENT CHOOSES NOT TO RESCHEDULE THEN 50% OF THE DEPOSIT PAID TO PAELLA PARTY WILL BE REFUNDED TO THE CLIENT AS A CANCELLATION FEE.

--FOR ANY CANCELLATIONS OCCURRING WITHIN 72 HOURS OF THE EVENT 100% OF DEPOSIT WILL BE FORFEITED.

D. *TRAVEL AND DELIVERY FEES*

--EQUIPMENT DELIVERY FEES ARE INCLUDED IN THE RENTAL CONTRACT IF DELIVERED TO THE EVENT LOCATION WITH OUR PERSONNEL WITHIN THE 2 HOURS OF THE ARRIVAL OF THE GUESTS TO THE EVENT, OR AT A TIME/DATE REQUESTED BY PAELLA PARTY.

--ANY CLIENT REQUESTS FOR PRE-DELIVERY, OR POST-EVENT EQUIPMENT DELIVERIES/PICK-UPS WILL INCUR AN ADDITIONAL FEE BASED ON MILEAGE/TIME TO BE DETERMINED BY THE CATERING DIRECTOR.

--THE MINIMUM FOOD DELIVERY FEE IS \$25.00 WITHIN A 15 MILE RADIUS OF OUR COMMISSARY. IF FURTHER TRAVEL IS NEEDED, THE FEE WILL BE BASED ON THE MILES/TIME RATIO DETERMINED BY THE DIRECTOR

--EVENTS THAT WILL TAKE PLACE ON A DIFFERENT LEVEL THAN STREET/GROUND LEVEL (IE. CONDOS, APPT. OFFICE BUILDINGS) WILL HAVE AN ADDITIONAL SETUP AND/OR DELIVERY CHARGE WHICH WILL BE DETAILED IN THE PROPOSAL.

E. *FINAL PAYMENT*

--IS TO BE COLLECTED BY THE CHEF/ COORDINATOR THE DAY OF THE EVENT AT ITS CONCLUSION.

--SALES TAX RATE IS 7.0% - THIS APPLIES TO ALL EVENTS UNLESS A SALES TAX EXEMPTION CERTIFICATE CAN BE PROVIDED WITH THE SIGNED CONTRACT A MINIMUM OF 72 HOURS PRIOR TO THE EVENT.

--DELINQUENT ACCOUNTS- WE RESERVE THE RIGHT TO ASSESS FINANCE CHARGES ON ANY AMOUNT UNPAID WHEN DUE AT AN INTEREST OF 1 ½ % PER MONTH OR THE MAXIMUM PERMITTED BY LAW, WHICHEVER IS LESS
--ALL RETURNED CHECKS WILL BE ASSESSED A \$50.00 FEE.

F. *PERSONNEL & OVERTIME*

--EVERY EVENT HAS DIFFERENT LABOR/TIME DEMANDS. THIS PROPOSAL SPECIFIES THE ARRIVAL TIME AND ENDING TIME OF YOUR PARTICULAR EVENT. THE CONTRACTED TIME WILL INCLUDE THE SETUP AND BREAKDOWN WHICH BEGIN PROMPTLY AT ARRIVAL AND CONCLUDE WITH THE DEPARTURE FROM THE EVENT'S SITE. THE CORRESPONDING OVERTIME CHARGES WILL BE ADDED TO THE EXISTING EVENT BALANCE. THE OVERTIME RATES ARE SPECIFIED IN THIS PROPOSAL.
--THE CLIENT AGREES TO PAY THE ADDITIONAL CHARGES EVEN IF THE EVENT HAS BEEN PREPAID.
--PLEASE UNDERSTAND THAT OUR STAFF CANNOT MOVE FURNITURE OR ANYTHING HEAVY IF IT IS NOT IN THE CONTEXT OF THEIR NORMAL DUTIES.

G. *ADDITIONAL FOOD/ EQUIPMENT FROM A SOURCE OTHER THAN PAELLA PARTY*

--WHEN THE CLIENT WISHES TO SUPPLY ANY FOOD OTHER THAN THAT PROVIDED BY PAELLA PARTY THEY MUST FIRST ACQUIRE THE APPROVAL OF THE CATERING DIRECTOR.
--WE WILL NOT ALLOW FOOD FROM "UNAPPROVED SOURCES" TO BE MIXED WITH OUR PRODUCTS (I.E. PROVIDING YOUR OWN SEAFOOD FOR THE PAELLA)

H. *SERVICE GRATUITY*

--A 15-18% GRATUITY IS THE CATERING INDUSTRY'S STANDARD.
--THIS GRATUITY WILL BE INCLUDED IN ALL CORPORATE EVENTS AND PREPAID WEDDING RECEPTIONS.
--THE GRATUITY IS USUALLY CALCULATED ON THE FOOD & BEVERAGE SERVICE TOTAL.
--PRIVATE EVENTS ARE ENCOURAGED TO USE THE SAME PERCENTAGE AS OUR CORPORATE CLIENTS.

I. *INGREDIENT SUBSTITUTION*

-- DUE TO OUR COMMITMENT TO QUALITY, PAELLA PARTY RESERVES THE RIGHT TO CHANGE/MODIFY ANY INGREDIENT THAT MAY BE REJECTED BY OUR QUALITY CONTROL MANAGER. THE CLIENT WILL BE INFORMED OF ANY SPECIFIC CHANGES BEFORE PROCEEDING WITH THE SUBSTITUTION.

J. **THIS PROPOSAL, UNLESS CONFIRMED WITH A DEPOSIT, AND THE SIGNED CONTRACT, WILL BE VOID IF THE CLIENT DOES NOT CONTACT PAELLA PARTY WITHIN A 3 BUSINESS DAYS OF ITS RECEIPT, BEGINNING ON THE DATE POSTED ON THIS PROPOSAL**