

CHEF ZAIRILLA BACON CATERING AGREEMENT LETTER

Thank you for choosing Chef Zairilla Bacon as the Catering Company for your event. We are looking forward to hosting your event and providing a memorable experience for your guests.

In the section below, you will find the Agreement Letter that outlines details of the event arrangements: function set up, food and beverage, and accounting information.

All event reservations are made upon, and are subject to, the rules, regulations and conditions of this catering contract. This document, along with the Banquet Event Order (BEO) is a written agreement between Client/Account and Chef Zairilla Bacon.

The contract becomes a definite booking when the following are met:

- Chef Zairilla Bacon receives the Catering Contract signed by the client.
- Chef Zairilla Bacon receives the Banquet Event Order (BEO) signed by the client.
- When Chef Zairilla Bacon receives 50% deposit if more than 30 days from the event.

If less than 30 days from the event, the full amount is due upon contract signing.

The Agreement Letter along with the Banquet Event Order should be submitted via our website or email to: catering@zbacon.com

BANQUET EVENT ORDER

Chef Zairilla Bacon will provide the client with the Banquet Event Order (BEO) that details and outlines the specific information for each event, final menu selections, pricing, room set up and décor that she is responsible for providing.

BASIC DETAIL

The person signing the agreement on behalf of Chef Zairilla Bacon and _____ *CLIENT NAME* each warrant that they are authorized to make agreement and to bind their principals to this agreement.

Client name: _____

Address: _____

Phone: _____ Email: _____

Method of Payment: _____

Event Name: _____

Event Date: _____ Start / End Time: _____ / _____

Event Location: _____

Set Up: _____



GUARANTEE COUNTS

The approximate, expected number of attendees is to be submitted at the time of signing a contract. The final, guaranteed attendance count must be received by Chef Zairilla Bacon at least 5 business days prior to scheduled event date.

The guarantee number is not subject to reduction, and charges will be made accordingly (if less people show up to the event, client is responsible to cover all charges as reflected by the last guaranteed number. If more people than agreed to show up to the event, final bill will reflect additional charges for consumption of goods and/ or services, according to the number over the last guarantee).

National Holidays and weekends (Saturday/ Sunday) are not considered business days and should be taken into consideration when submitting guarantees. Notice of 5 business days prior, allows Chef Zairilla Bacon proper staffing and logistics, along with appropriate Food order/Delivery.

DEPOSIT

Upon signing this catering contract and the Banquet Event Order (BEO), a required, non-refundable deposit of 50% (Initials) of the anticipated event charges, (minimum revenue commitment) will be required to confirm your reservation and your event will be considered a definite booking.

The remaining 50% balance is due 30 days before the date of the event. Deposit can be submitted via Wire transfer, Check, Cash, Cashier check and major credit/debit card- or combinations of all listed.

DEPOSIT SCHEDULE SUMMARY:

	DATE	DEPOSIT AMOUNT
Initial, non-refundable deposit (50%)	Time of booking	_____
Final Payment due 30 days before event	_____	_____

TAXES AND SERVICE CHARGES

All prices for goods and services are subject to 18% service charge and applicable % sales tax, unless otherwise noted.

THE SERVICE FEE IS NOT CONSIDERED A GRATUITY OR TIP FOR SERVICE STAFF.



MISCELLANEOUS CHARGES

Chef Zairilla Bacon reserves the right to apply additional charges to cover expenses outside of regular operating schedule. These consist of but are not limited to:

TRAVEL FEE

All Travel and Lodging and additional personnel if required.

RUSH FEE

\$200 fee applies for all rush orders. A rush is defined as less than 15 day's notice.

FOOD AND BEVERAGE POLICIES

In accordance with licensing requirements, health department regulations and quality control, all food and beverage served on premises must be provided and prepared by Chef Zairilla Bacon and her staff. During off premise events, Chef Zairilla Bacon is not responsible for the items not supplied and prepared by Chef Zairilla Bacon. Additional rules and regulations that apply for catering events:

Outside food or beverage

For an onsite event, there will be no outside food or beverage allowed.

Food and beverage preparation

Client can expect 3% above confirmed menu items production. Final menu selections along with pricing will be listed on the BEO.

MENU

Client can use existing, a la carte menu, or request custom food and beverage items, after consultation with Chef Zairilla Bacon's catering staff. With the signature of the BEO the client confirms final menu selection, time of service and length of the event, along with the other details of the event. All prices are subject to 18% service fee and applicable % sales tax, that will be collected by Chef Zairilla Bacon to cover administrative and non-itemized operating costs.

SPECIALTY NEEDS MEALS

Any modifications and/or special requests should be provided in writing to Chef Zairilla Bacon's catering staff as soon as possible. Chef Zairilla Bacon reserves the right to refuse last minute requests, due to their complexity and/ or availability of items.

TAKING LEFTOVERS

Food and beverage items produced for the function will be allowed to be taken out with responsibility of food safety from the host.



CANCELLATION POLICY

Client, by providing written notice, may cancel this contract under the following billing restrictions. If cancellation notice happens more than 7 business days prior to the scheduled function, client will be responsible for 50% of full charges, covered at the point by the initial deposit. If cancellation happens less than 7 days the client will be responsible for 100% of the estimated charges for the function, plus all applicable service charges and taxes.

SECURITY

Chef Zairilla Bacon does not provide security in the event space and all personal property left in the event space is at the sole risk of the owner.

DECORATION AND ENTERTAINMENT

All banners, displays, exhibits, decorations, equipment, musicians/entertainers, audiovisual are the responsibility of the client. Special arrangements of set up and or entertainment should not conflict with the normal operations of the event set up.

FORCE MAJEURE

No damages shall be due to either party for failure of performance occurring due to Acts of God, war, acts of terrorism, government regulation, accidents, disaster, strikes, lockouts or other restraints of labor, embargoes, fire, flood, explosion, sale of site, necessary and essential construction, an arrest or seizure under legal process, casualties, curtailment of transportation facilities, national emergency, or by any other emergency which a party could not reasonably control or circumventor, any one of which make performance impossible.

LIABILITY, LAW AND POLICIES

Chef Zairilla Bacon does not assume or accept any responsibility for damage to or loss of any merchandise or articles left in the venue prior to, during or following the customer's function.



This Letter of Agreement is to be governed by and constructed in accordance with Nevada State Law. By executing this contract (Client name) consents to the exercise of personal jurisdiction over it by the courts of the state of Nevada. The parties agree that any dispute arising out of or relating to this contract shall be resolved by arbitration in Denver, Colorado. The parties agree that any arbitration proceeding they will make disclosure and may conduct reasonable discovery as allowed by the Nevada Rules of Civil Procedure, during an expedited period to be determined by the arbitrator. The parties superseding all prior proposals both oral and written, negotiations, representations, commitments and other communication between the parties, may only be supplemented or changed in writing, signed by representative of both parties. No representative of Chef Zairilla Bacon has been or is authorized to make any representation, which varies from the express terms of this agreement, though this agreement may be supplemented or amended in writing. In the event of litigation (including arbitration) arising from or associated with this contract, the parties agree that the prevailing party therein shall recover its attorneys' fees and cost incurred therein. Any legal action in connection with this agreement shall be brought or maintained only in Nevada.

AGREEMENT

This agreement dated _____ supersedes all earlier written and oral communications on the subject matter of _____ *CLIENT NAME* _____. All parties agree to all terms contained in this agreement. Any Modifications or supplementations of this agreement must be in writing and signed by the parties concerned and returned by _____,

AUTHORIZED CLIENT

Groups Name/ Event Name: _____

Signature: _____ Date: _____

AUTHORIZED CATERING REPRESENTATIVE FOR CHEF ZAIRILLA BACON

Name: _____

Signature: _____ Date: _____

