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| **General Information and Policies**    **Payments and Retainer Fee**   Billing arrangements for all events must be made in accordance with catering policies. There is a $150.00 non-refundable retainer fee on all events, unless prior arrangements have been made with our catering coordinator. We accept cash, checks credit cards, and money orders. Checks should be made out to Creative Moments Catering. If we receive a payment for services via check and that payment bounces with our bank you will be responsible for a $35.00 fee. All credit cards are subject to a 3% processing fee.  **Guarantees**   Creative Moments Catering must be notified of the exact number for which you wish to guarantee services for no 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.  **Taxes**   All applicable state and local taxes will be imposed and paid by the client.  **Gratuity**  An 18% gratuity will be added to all events.  **Cancellations**   If the client cancels a contracted event, the caterer can retain all of retainer fee as liquidated damages. Cancellations within 90 days or failure to notify the caterer of the cancellation will require full contract amount to be paid in full. In the event patron cancels or otherwise breaches this agreement outside of the 90 day cancellation period, Caterer shall retain all payments paid. However, payments be made may be transferred as future credit.  **Portion Sizes**  Most of 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 us.   **Leftover Food**   When we are on location to serve food, we usually carry more than we expect to serve. Any prepared food that is leftover from event will be given to the client. We do not offer disposable containers to guest.  **Unpaid Guest**  In the case that you have more guest than expected at your event. You will receive a bill at the end of the event for your price per guest plus an additional $5.00, $\_\_\_\_\_\_\_\_\_\_\_\_. Plus taxes and gratuities.  **Dinnerware**  All food prices include table linens, disposable plates, forks, cups, and napkins for all food tables provided by Creative Moments Catering. For weddings, cake plates are not provided. We do offer china to rent for an extra $3.00 per person.  **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. 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 time agreed upon. The agreed charge is $50.00 per hour.   3. Any balance due will be paid in cash, money order, credit card, or check within thirty (30) days of the start time of function.   4. 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. You may only bring in food that we do not offer.  5. Caterer and/or its agents will be liable for any damage to property entrusted to its employees, for the loss of any property by theft or otherwise. **Therefore, no one except employees of Creative Moments Catering will be allowed in the kitchen areas.** Patron assumes responsibility for any damages to any property rented to patron that may be caused by patrons, members, guests or invitees.    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 CATERING AGREEMENT and had executed the Agreement on the:    The agreement coincides with the CATERING ORDER WORKSHEET which outlines the exact type of food, times and equipment to be provided by caterer for patron.  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE \_\_\_\_\_\_\_\_\_\_  PATRON   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE \_\_\_\_\_\_\_\_\_\_  CATERER | |