



Special Events Agreement

Customers Name _____
Organization _____
Telephone Number (_____) _____ - _____
Email Address _____@_____
Type of Event _____
Appetizer Time _____ Dinner Time _____ Dessert Service _____
Location of Function _____
Facility Contact Name & Phone _____
Date and Time of Function _____
Estimated Number of Guests _____
Estimated Cost for Event _____ Additional Per Plate Fee _____

General Information and Policies Our professional resources in culinary and service skills afford you complete assurance that all of our commitments will be carried out to your satisfaction. In order to ensure you and your guests of a well-organized function, we must ask that we both adhere to the following catering policies:

Payment and Retainer Fees Billing arrangements for all events must be made in accordance with catering policies. There is a 50% retainer fee on all events, unless prior arrangements have been agreed to by 357 Food Wagon. We accept Money Orders, Check or Cash. If you pay by Credit or Debit Card a 4.5% fee will be added to cover processing costs. Payment in full is due, not later than (14) fourteen days prior to event. If payment is not received by this date, contractual obligations can be nullified and no refunds are due. A late penalty of \$50/day may be charged, especially without notice or communication of payment.

Guarantees The owner of 357 Food Wagon must be notified of the exact number for which you wish to guarantee services for, not later than TWENTY-ONE (21) days before your event. In the event a guarantee service number is not received, the original estimated attendance count will be prepared and charged.

Cancellations If client cancels a contracted food and beverage event, and/or facility, 357 Food Wagon will retain all of the retainer fee as liquidated damages. If the date can be rescheduled by another client, refund may be permitted.

Portion Sizes Most of our menu items are sold on a per guest basis, with generous portion sizes having been determined by our experienced staff. If you would like information regarding the exact quantities, please do not hesitate to ask for this in advance of your event.

Leftover Food Leftover foods will be released to designated persons, ONLY if a signed liability release form is on file 30 days prior to event with instructions for release There are NO exceptions to this rule. I apologize in advance for any inconvenience this policy affords, but our insurance company demands that we adhere to this policy strictly.

Service and Gratuity Service charges are included in your price. Normally this is depending on the package chosen and priced per person. This may include uniformed servers for up to two hours. Gratuity is **NOT** included in your pricing; we recommend a minimum of 20% for service and we thank you for your generosity but it is not required.

CATERING CONTRACT Kindly review this portion of the contract, carefully, and ask any questions you may have PRIOR to signing it, as the following policies are strictly adhered to and NO exceptions are valid under any circumstances.

_____ I agree to pay for not less than the number of guests estimated and/or guaranteed three weeks prior to the event. Arrangements for additional guests and menu changes must be made at least two weeks prior to the function and such final guarantee shall be binding on client as if originally agreed upon.

_____ Delinquent Accounts: we reserve the right to assess finance charges on any unpaid amount when due at an interest rate of the maximum permitted by law.

_____ In the event that 357 Food Wagon must seek legal remedies to complete execution of this contract, the client agrees to pay all reasonable attorney fees.

_____ 357 Food Wagon reserves the right to substitute items that become unavailable in the open market or that exceeds estimated market costs when originally quoted. 357 Food Wagon will notify client for approval if time allows.

_____ 357 Food Wagon 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. Client assumes responsibility for all damages to any property rented to client that may be caused by facility, clients, members or guests.

_____ 357 Food Wagon shall have no responsibility or liability for failure to supply any services when prevented from doing so by strikes, acts of nature, documented vehicular or personal accident, or any cause beyond 357 Food Wagon's control or by orders of any governmental authority.

_____ Final count guarantee and payment in full is due to 357 Food Wagon twenty-one (21) days prior to event. If final payment is not received by 357 Food Wagon on or before this date, no services will be provided and no refunds are due. In the event that an extension is granted, there will be a \$50 per day fee to compensate for the additional charges incurred.

_____ Included in 357 Food Wagon's contract may be uniformed servers, a minimum of 2 per 50 guests, as agreed upon between caterer and client. Notification will be offered to client, if time permits. Full Meal (Entrée, Sides, Beverage, Dessert and/or Specialty Beverage), Sales Tax, Delivery, Set-up and Removal are included in per person cost.

_____ Client will provide 357 Food Wagon with appropriate facilities to provide for proper food service preparation, maintenance and environmental control as required by Oklahoma State Health Department. This includes running water, electricity, refrigeration and warming facilities in some instances.

_____ We require one hour per every 35 guests for service. 357 Food Wagon will be set-up completely a minimum of 30 minutes prior to food service times.

_____ 357 Food Wagon reserves the right to make any reasonable adjustments to this agreement which allow for fluctuations in market availability, time constraints, or a necessity to comply with fire and safety hazards. Every possible attempt will be made to communicate any adjustments to client, however caterer shall be authorized to make any reasonable, immediate adjustments to agreement, as to best accommodate unexpected situations that could arise. The undersigned acknowledges that (s)he has read and accepted all the terms of CATERING AGREEMENT and has executed the Agreement on the: (Date) _____ by returning it within ten (10) working days. Event date will NOT be reserved until payment of retainer has been received in full. Payment of remaining balance is due FOURTEEN (14) days prior to event. All retainers and payments are NON-REFUNDABLE.

X _____
357 Food Wagon Signature

Printed Name

X _____
Client Signature

Printed Name