

# ANNA LEE CATERING CONTRACT

Healthy Meals By Anna LLC is a registered corporation in the state of Pennsylvania, hereinafter referred to as ANNA LEE CATERING

## Initial

\_\_\_\_\_ **DEPOSIT** - A 50% estimated deposit is due at time of booking. Unless other arrangements have been made.

\_\_\_\_\_ **FINAL PAYMENT** - Final Payment for your event is due 3 days prior to your event date for all events \$2,000.00 and above. Final Payment for your event is due the day of your event date for all events under \$2,000.00. Payment plans and or terms are available upon request.

\_\_\_\_\_ **FINAL GUEST COUNT** - Final Guest Count, not subject to reduction, is due 5 days prior to your event date(s). If you need to increase your guest count, within 5 days of your event date, we will make every effort to accommodate your request. Additional fees and charges MAY apply beyond the normal agreed upon expenses outlined within your catering workbook.

\_\_\_\_\_ **PAYMENT METHODS** - All prices quoted are based on a cash/check purchase.

\_\_\_\_\_ **SERVICE CHARGE** - Event Times & Staffing: Events are based on a five - hour maximum, requiring 2 hours for set-up , 2 hours of food service, and one hour of clean-up. At the client's discretion, any extra tip/ or gratuity will go directly to the service staff.

\_\_\_\_\_ **Minimum Orders** – Weekdays/Night events require a \$300 food minimum. Saturdays & Sundays require a \$1000 food minimum.

\_\_\_\_\_ **TIMELINE** - You MAY be billed for additional staff hours if your event does not reasonably adhere to the agreed upon timeline contained within your Catering Workbook.

## CANCELLATION BY CLIENT / VENUE / ACTS OF GOD

\_\_\_\_\_ All prepayments and deposits are returned in full (less \$ 200.00) if your event is cancelled by you, your venue or by act of god, 180 days or more, from your event date.

\_\_\_\_\_ If the event is cancelled, between 90 days and 179 days from your event date, all prepayments and deposits are returned to you in full (less 50% of your deposit amount up to but no more than \$1,000.00) .

\_\_\_\_\_ If the event is cancelled, within 89 days of your event date, all deposits and prepayments are forfeited in full.

\_\_\_\_\_ If ALC is able to re-book your date with a similar event, all prepayments and deposits are returned in full ( less \$ 200.00)

\_\_\_\_\_ **CANCELLATION BY ANNA LEE CATERING** - ALC reserves the right to terminate this contract for any reason. IF ALC terminates this contract over 30 days prior to your event date, all deposits and prepayments will be returned in full within 10 days. IF ALC terminates this contract within 30 days prior to your event date, all deposits and prepayments will be returned in full within 10 days as well as an additional \$500.00 penalty.

\_\_\_\_\_ **CHANGE OF EVENT DATE or VENUE** - ALC will apply the entire balance of your deposits and prepayments ( less \$100.00), towards another event. Subject to our availability. All costs are subject to change.

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\_\_\_\_\_ **DAMAGE** - ALC assumes no responsibility for ANY damage or loss of any merchandise, alcohol, equipment, furniture, clothing or other valuables prior to, during or after the event. We will do everything possible to ensure that all of your supplies, rentals and equipment are cared for and maintained in good working order and without any damage.

\_\_\_\_\_ I, the client, understand that by using/ providing items I own or are providing or by hosting an event in my home/ office, that accidents/ breakage and damage may occur. I will NOT bill, charge or sue ALC for any loss unless the damage or loss was caused by the willful negligent actions or conduct of ALC or it's employees.

\_\_\_\_\_ **ALC LIABILITY** - ALC's only liability, for third party claims, will be for actions caused by ALC and/ or the negligent conduct of it's employees.

\_\_\_\_\_ **Providing Food From Other Sources** - Due to our liability insurance no food items prepared by anyone other than ALC or another contracted vendor are permitted to serve their food at our catered events. Cakes are not included in this policy.

\_\_\_\_\_ **THIRD PARTY LIABILITY** - ALC assumes NO responsibility for the conduct of guests, members and third parties hired to provide services.

\_\_\_\_\_ **ASSIGNABILITY** - This contract is not assignable without the written consent of Anna Lee Catering

\_\_\_\_\_ **RENTALS** - You may provide all or part of your own rental items for your event. ALC will/ may give you an estimated cost/ list of rentals for your event. You may change/ cancel those items at anytime, However, certain items may incur RESTOCKING & CANCELLATION Fees. If ALC is coordinating rentals, on your behalf, through a rental company, you will be required to pay the rental company directly. Certain rentals may be provided by ALC as listed in your Catering Workbook. Any loss or damage to ANY rentals will be billed to you after your event.

\_\_\_\_\_ **LEFTOVERS** - We will leave or pack leftovers that are safe to consume, such as leftover cookies, brownies or canned beverages, if the client requests beforehand. We do not recommend serving leftovers after the event as we cannot anticipate how long leftover food has been held at unsafe temperatures, nor are we qualified to evaluate the condition of the leftover food. Under no circumstances can leftover food be given to guest. In order to ensure the food safety of all our customers, it is the policy of ALC that no leftovers be removed from the premises. In accordance with PA Health Codes, ALC reserves the right to discard any food items where there is a reasonable risk for food borne illness to occur. If leftover food is taken, the client will assume full responsibility for any liability as a result from consuming leftover food after the event.

\_\_\_\_\_ **MENU COST** - All menu prices are subject to change within 14 days of your event. If a drastic change in an ingredient's) within your menu is established you have two options.

1. A new cost (maintaining your present menu) will be assessed based on current market prices and you may agree to the new price. - OR -
2. Substitute menu item (s) will be presented to you in order for you to maintain the agreed upon ( per person/ platter) menu price within your Catering Workbook.

\_\_\_\_\_ **GUEST COUNT OVERAGE** - You will ONLY be charged for the guaranteed number of guests served unless you have more attendee's than the guarantee AND ALC was required to purchase more Food and or Beverages to accommodate you.

\_\_\_\_\_ **GUEST COUNT REDUCTION** - If the guest count drops in the final guest count as calculated on the proposal, this will affect stated cost estimates and the price per person is subject to a slight increase.

\_\_\_\_\_ **Photography** – ALC has permission to use any photographs taken at the event for future advertisement and marketing through print or internet.

**Special Dietary Needs at Catering Events** - ALC is committed to meeting the needs of guests who have special dietary needs such as vegan, made-without-gluten, food allergies or intolerances. At each Catered event our catering team labels each menu item and also labels the specific type of allergens that were included in the ingredients. With advance notice, our Catering team can provide almost any type of special food accommodations needed for guests. Please be aware however that our facility is only set up to make *made-without-gluten items* - Not gluten-free items. With this in mind, we encourage our guests with Celiac disease to talk to our Chef or Catering Manager before eating at our events to determine if our facilities can in fact serve you safe food.

**Disclaimer** - ALC makes every effort to mark specific food allergens and train staff appropriately; however, ingredients and nutritional content may vary. Manufacturers may change their product formulation or consistency of ingredients without our knowledge, and product availability may fluctuate. If you have any questions regarding ingredients, please consult with the chef that made that particular dish. Though we strive to keep allergen-free food separate, all foods are prepared in an facility cooking environment that could involve accidental cross-contamination with the foods to which you may be allergic or intolerant.

**I have read this contract and understand and agree to the rates and terms and conditions of this contract. Please sign and return one copy to PC. Remember to keep a copy for your records.**

**Healthy Meals By Anna LLC DBA Anna Lee Catering ( A.L.C.) Representative: Anna Lee of ( A.L.C.)  
Printed Name: Anna Lee ( A.L.C.), OWNER**

**Authorized Client Signature: \_\_\_\_\_ Today's Date \_\_\_\_\_**

**Client's Printed Name \_\_\_\_\_ Client's Title: \_\_\_\_\_**

**Business Name or Function Name: \_\_\_\_\_**

**Function Date: \_\_\_\_\_**

**Function Venue: \_\_\_\_\_**

**Deposit Amount \$ \_\_\_\_\_**