

# TERMS OF AGREEMENT

## DEPOSIT / ACCEPTANCE OF TERMS

A 25% deposit is required at the time of booking for all events. An event is not considered booked until we have received your deposit. The deposit will apply towards the amount due and is refundable when we are given a minimum of 30 days written notice of cancellation. 50% is refundable with 15 days written notice. By paying the deposit, the client agrees to the following terms and conditions.

## FINAL PAYMENT:

Final payment is required Fourteen (7) days prior to event. If additional charges incur during the event, The Celtic Caterer will bill the client on the following business day. Payment for additional charges must be paid within three (3) days of receiving the invoice.

## MENU:

Menus and other details pertinent to the event should be submitted to the catering department at least one (1) week prior to the event date. Changes may be accepted, if necessary, with management approval.

## MINIMUM GAURANTEE:

The Celtic Caterer will assume the minimum guarantee listed on the contract. Any increases to the count must be submitted in writing at least 3 days prior to the event and will be considered as an addendum to the contract. *(A minimum of 7 days is needed for the Spiced beef menu Item)* You may increase the minimum guarantee, but not decrease it.

## CONTRACTED TIME:

There will be additional charge for any function running over the contracted time limit, requiring the staff of The Celtic Caterer to remain after the contracted time. The minimum contracted time is two hours unless otherwise noted.

## SUBSTITUTION:

The Celtic Caterer reserves the right to substitute items that become unavailable in the market or that exceed reasonable market cost. The Celtic Caterer will notify client if time allows.

## GRATUITY /TAXES

Our establishment feels that the many chefs, cooks and cleaning staff who work long hours prior to your event should be equally appreciated as those service members who you see at your event. When a Gratuity is paid to us, it is passed on to every one of our service personnel whether they were present at the function or worked, unseen, equally as hard in the days prior to the event. Thus an 18% Gratuity is added to the end bill before the tax is added. Our Our on site staff and our behind the scenes staff gratefully appreciate your acknowledgment. All Taxes charges are determined by the location of the event. For all box meals a \$0.076 tax is added for the City of Denver. All Tax exempt organizations are responsible for providing appropriate documentation prior to the event.

## SUBCONTRACTORS:

The Celtic Caterer may require that separate check must be written to any subcontractor (Mondo Vino, etc) that are used in conjunction with our catering services. Management has the right to decide if separate payments, if any, are needed.

**UNUSED FOOD:**

For your safety and of your guest, we do not allow potentially hazardous foods to remain in service beyond two (2) hours. We will take care of proper disposal. Note, all prepared foods not consumed are the property of the Client. However, The Celtic Caterer is not responsible for providing disposable containers for take home or carryout.

**LOCATION PERMITS, ETC.**

Location selection and compliance with all location permits, rules and /or regulations are the sole responsibility of the Client.

**CANCELLATION – POSTPONMENT – REFUNDS:**

A) this is a rain or shine event. Events canceled with three (3) business days or more notice can be rescheduled. Rescheduled events for future dates are subject to availability of the Caterer. If cancellation occurs within three (3) business days of the event, 100% of the contract will be charged. Cancellations must be received in writing and can be sent by confirmed email, fax or courier.

B) We reserve the right to cancel the Event if you fail to preform any obligation to us under this agreement. If we cancel the Event due to your nonperformance, we will retain the deposit and any other amounts paid to us. We will cancel the event and retain any money received from you if you fail to pay any amount owed to us when due. If we cancel the Event for any reason not related to your failure to perform, your Deposit and any other collected funds will be refunded to you in full.

**FORCE MAJEURE:**

A)The Celtic Caterer shall not be liable to the client, or deemed to be in breech of any contract with the client, by reason of any delay in performing, or any failure to perform, any of the Celtic Caterer's obligation in relation to the goods. If the delay or failure was due to force majeure or to any other cause beyond the Celtic Caterer's reasonable control.

B) The Celtic Caterer shall not be liable for the non-performance on this contract when such non-performances is attributed to labor troubles, disputes, strikes, government (Federal, State or Municipal) regulations of or restrictions on travel supplies, riots, or natural emergencies, acts of God and other causes whether enumerated herein or not, which are beyond the reasonable control, preventing or interfering with the Celtic Caterer's performance. In such event, the Celtic Caterer shall not be liable to the customer for any damages whether actual or consequentiality, which may result from such non-performance

**ADMENDMENTS:**

I have read the above contract and agree to the terms and conditions.

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Customer Signature / Date