

THE BAY BAR AND GRILLE
CATERING AGREEMENT

This Catering Agreement is made on the ____ day of _____, 20__, by and between Livery Stable and Old Saloon, Inc., also known as The Bay Bar and Grille, (“Caterer”) and _____ (“Customer”).

1. EVENT DETAILS.

- 1.1. **Event Date:** _____
- 1.2. **Event Venue and Location:** _____
- 1.3. **Event Start Time:** _____
- 1.4. **Event End Time:** _____
- 1.5. **Estimated Guest Count:** _____
- 1.6. **Event Cost Estimate*:** _____

*The **Event Cost Estimate** is just an estimate. It is not a guarantee of the actual cost that will be charged by Caterer and incurred by Customer. The Event Cost Estimate is subject to change and the Total Cost and Additional Compensation Owed will not be known until the conclusion of the Event.

2. CONTACTS. All communications between the Parties, and any notices required under the terms of this Agreement, shall be between the following representatives for each Party:

Caterer Contact Name	_____	Customer Contact Name	_____
Work Phone	_____	Work Phone	_____
Cell Phone	_____	Cell Phone	_____
Email	_____	Email	_____

3. SERVICES PROVIDED. Customer agrees to engage Caterer, and Caterer agrees to provide Customer with the following services:

- 3.1. **Bar Service:** The Parties have agreed to the bar service attached to this Catering Agreement as Exhibit A.
- 3.2. **Other Services:** The Parties have agreed to such other services attached to this Catering Agreement as Exhibit B.

4. VENUE.

- 4.1. **Coordination with Venue.** Caterer will need to have contact with a representative for the Venue, as well as access to the Venue no later than ____ hours in advance of the Event Start Time, and ____ hours after the Event End Time for clean-up. Customer will make all necessary arrangements to ensure this

access is arranged. The contact information for the Venue representative is as follows:

Venue Rep Name _____
Work Phone _____
Cell Phone _____
Email _____

4.2. Responsibilities and Related Costs. Customer is solely responsible for all costs and/or deposits related to use of the Venue, and for obtaining any necessary permissions, authorizations, or other requirements of Caterer provided services at the Venue.

5. COMPENSATION. In exchange for Caterer’s services as specified in this Agreement, Customer will compensate Caterer as follows:

5.1. Estimated Cost of Event. The “**Total Cost**” of catering the Event will be determined by the amount of Bar Service and/or Other Services provided at the Event. In no event shall the Total Cost be less than the “**Minimum Charge**” of \$500.00 for 150 or fewer guests or \$750.00 for more than 150 people.

5.2. Additional Compensation. In addition to the above cost, Caterer will be entitled to the following:

5.2.1. Any additional labor charges and bartending fees (each additional bartender is \$12.00 per hour per bartender; other desired staff may be less per hour), or any breakage, damage, loss to equipment or inventory caused by Customer or its guests, invitees, or other persons attending the Event.

5.2.2. Reimbursement of Caterer’s reasonable and necessary expenses incurred by the Caterer in connection with providing the services hereunder. Upon Customer’s request, Caterer will provide statements and vouchers to Customer for all such expenses.

5.3 Guaranteed Guest Count.

5.3.1 Guaranteed Guest Count. Customer shall notify Caterer at least 7 days before the Event of the Guaranteed Guest Count.

5.3.2 Additional Staff. Caterer reserves the right to increase or decrease the number of staff if the Guaranteed Guest Count is 10% higher or lower than the Estimated Guest Count.

5.4 Payment Times and Amounts. Payment will be made to Caterer as follows:

5.4.1 A _____ Deposit is due on the date this Catering Agreement is signed. The deposit includes the cost of Caterer's licensing, insurance, labor cost for one bartender, plastic cups, napkins, set up fees and one 80 pound bag of ice. The full deposit will be credited against the Total Cost for the Event.

5.4.2 Final payment on the remaining balance of the Total Cost and any Additional Compensation owed shall be paid within 10 days after Customer receives the final invoice from Caterer. The final invoice will be emailed or mailed to Customer at the email/address provided in this Agreement.

5.5 Penalties. In the event Customer does not timely comply with **Section 5** of this Catering Agreement, Customer shall pay interest at the rate of 10% per annum.

6. CANCELLATION. If Customer needs to cancel the Event, then to effect cancellation Customer must provide written notice to Caterer along with any required cancellation fees described in this Catering Agreement.

Customer understands that upon entering this Catering Agreement, Caterer is committing time and resources to this Event and thus cancellation would result in lost income and lost business opportunities in an amount hard to precisely calculate. Therefore, the following cancellation limitations will apply:

- If 8-30 days before the Event, Caterer shall be entitled to keep the Deposit;
- If 0-7 days before the Event, Caterer shall be entitled to keep the Deposit and Customer shall pay Caterer 50% of the Estimated Total Cost.

The amount owed by Customer, if any, is due within 10 days after the notice of cancellation. The balance owed by Caterer, if any, is due within 10 days after Caterer's receipt of the written notice of cancellation.

7. INSURANCE AND INDEMNIFICATION.

8.1 Caterer has, or will obtain, general liability insurance relating to Caterer's services at the Event.

8.2 However, to the fullest extent permitted by law, Livery Stable and Old Saloon, Inc., The Bay Bar & Grille, and Shull Enterprises, Inc., are not responsible for any loss or injury or damage to Customer, Customer's guests, invitees, or other persons attending the Event, or to the property of Customer or Customer's guests, invitees, or other persons attending the Event.

- 8.3** To the fullest extent permitted by law, Customer agrees to protect, indemnify, defend, and hold harmless Livery Stable and Old Saloon, Inc., The Bay Bar & Grille, and Shull Enterprises, Inc., and any of their owners, shareholders, partners, directors, members, employees, independent contractors, successors, assigns, attorneys, and agents and representatives against all claims, losses, or damages to persons or property, government charges or fines, and costs (including reasonable attorney fees incurred before or during any proceeding), arising out of or connected with your Event, except those claims arising out of the sole negligence or willful misconduct of Caterer.
- 8. CAPACITY/INDEPENDENT CONTRACTOR.** It is expressly agreed that Caterer is acting as an independent contractor and not as an employee in providing services under this Catering Agreement. Caterer and Customer acknowledge that this Catering Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.
- 9. CONDUCT AT EVENT.** Customer agrees to comply with all applicable federal, state, and local laws including liquor laws and health and safety codes. Customer agrees to cooperate with Caterer and its staff and any relevant government authority to ensure compliance with such laws. **No outside alcohol is to be present or consumed at the Event or on the Venue's premises. Caterer reserves the right to vacate the Event if outside alcohol is present or consumed, and Customer shall be responsible for paying the balance of the Minimum Charge.** INITIAL _____
- 10. RESOLUTION OF DISPUTES.** The Parties agree to not post any negative information about the other arising out of this Catering Agreement or the Event on any online forum or website without providing advance written notice of the intended content thereof, and providing the other Party with an opportunity to resolve any issues between the Parties amicably.
- 11. JURISDICTION AND VENUE.** This Catering Agreement will be interpreted according to the laws of the State of Montana, and any legal action must be filed in the Eighteenth Judicial District Court in Gallatin County, Montana.
- 12. ENTIRE AGREEMENT.** This document, along with its Exhibits, supercedes all prior oral and written negotiations between the parties and is intended to fully and finally set forth the entire agreement between the Parties.
- 13. MODIFICATION OF AGREEMENT.** Any amendment or modification of this Catering Agreement, or additional obligation assumed by either Party in connection with this Agreement, will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party. It shall be presumed that an email originating from the email account listed in this Agreement is a writing signed by the Party from whose email account it originated.

14. **SEVERABILITY.** In the event that any provision of this Catering Agreement is held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of the Catering Agreement.
15. **COLLECTION/ATTORNEY FEES.** The Parties agree that in the event that any dispute arises in any way relating to or arising out of this document, the prevailing party will be entitled to recover an award of its reasonable attorney fees and costs, plus pre and post judgment interest. In addition, and notwithstanding anything stated herein, if Caterer retains the services of a collection agency or attorney to assist in the collection of any amounts due under this Catering Agreement, Customer will pay all attorney fees and expenses incurred by Caterer in such collection efforts, regardless of whether a lawsuit is filed.

EXECUTED THIS ____ day of _____, 20__.

**Livery Stable and Old Saloon, Inc.,
also known as Bay Bar & Grille**

Customer

By: _____
 Its: _____
 Title
 _____ (address)
 _____ (city, st, zip)
 _____ (phone)
 _____ (fax)
 _____ (email)

By: _____
 Its: _____
 Title
 _____ (address)
 _____ (city, st, zip)
 _____ (phone)
 _____ (fax)
 _____ (email)

EXHIBIT A
BAR SERVICE

Customer is contracting with Caterer to provide Bar Service at the Event.

Please select one:

- The Event will be a cash bar service.
- The Event will be a hosted bar service.
- The Event will be a hosted bar service up to _____, and then it will be a cash bar service.

As set forth in the Agreement, the Deposit includes the cost of Caterer’s licensing, insurance, labor cost for one bartender, plastic cups, napkins, set up fees and one 80 pound bag of ice. Additional charges may be incurred as follows:

<u>“Y” or “N”</u>	<u>Description</u>	<u>Amount</u>
	Bartender(s)- \$12.00 per hour each ¹	
	Other Staff- Up to \$12.00 per hour each	
	Security personnel- \$_____ per hour each	
	Travel expenses	
	Break down fee	
	Additional non-alcoholic beverages: <input type="checkbox"/> Sodas <input type="checkbox"/> Coffee <input type="checkbox"/> Tea <input type="checkbox"/> _____	
	Additional alcoholic beverages: <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____	
	Additional 80 pounds bag(s) of ice- \$3.00 per bag	
	Additional mixers and garnishes	
	Other	
	SUB TOTAL BAR SERVICE	

¹ Caterer reserves the right to use and charge Customer for as many bartenders or staff that Caterer deems necessary based on the Guaranteed Guest Count. If the Event has over 150 guests, Caterer will require at least 2 bartenders.

