

ASE Service Contract

ATTAGIRL'S SPECIAL EVENTS, LLC

PLEASE NOTE: This contract must be electronically signed and/or initialed and returned to Attagirl's Special Events, LLC, along with your \$500.00 'secure the date' deposit.

TERMS OF AGREEMENT, between Attagirl's Special Events, LLC (ASE) Caterer & _____/
Patron(s)

DEFINITIONS: As used herein, the following terms shall have the following meaning: "Event" is the banquet, reception, meeting, or other private function to be held at the designated venue location. "Caterer" is Attagirl's Special Events, LLC (ASE); "Patron" is the person(s), corporation, entity, organization, or association contracting with the Caterer for the Event.

RESERVATIONS: An event date will be reserved once a \$500.00 NON-REFUNDABLE DEPOSIT has been received. This must be payable to Deborah B. Threet (of Attagirl's Special Events, LLC) All major bank credit cards are accepted. The deposit will be applied towards your final bill upon completion of the event. Please see *Cancellations* clause below.

PAYMENTS: A payment of 50% of remaining total invoice balance due, is required and due no later than 14 days prior to the date of the Event. This payment is NON-REFUNDABLE, however, it is applied to the total invoice due balance when the event is completed in full. All Major Credit Cards, Checks (business or, personal) are acceptable forms of payment - LOCAL BANKS ONLY. NO Cashier's Checks or Prepaid cards accepted.

Balance of total payment in full for the Event is payable and due 24 hours prior to the onset of said Event. Client will be invoiced at that time.

FOOD: All food for the Event that is supplied, prepared and served by the Caterer, are prepared in a commercial facility where peanuts, tree nuts, soy, eggs, fish, shellfish and wheat products are present. Foods may also be prepared onsite at the Patron's chosen/contracted venue.

BEVERAGES: Caterer, can provide TIPS Certified Bartender(s) to serve beverages of an alcoholic nature. All alcoholic beverages and supplies will be provided by the Patron. Patron must get approval from venue owner(s) to bring alcoholic beverages onto the property. Patron may not provide the TABC bartenders. ASE will not be liable for any damages as a result of Patron's guests and their libations or alcohol usages. Patron(s) Initial here please. _____/ _____

GUARANTEES: There is a minimum requirement of 30 guests per catering contract. It is required that the Caterer is to be notified of additional guests at least 7 days prior to the Event. If after that time, the guest list decreases and/or fewer guests are served, there will not be a decrease in the food or beverage price from the original invoiced price quote. If the guest list increases after the "7 day guarantee", every attempt will be made to serve the same menu. However, if time will not allow for the same food or beverage to be prepared, the Caterer will provide a comparable substitute for the additional guests and final Invoice will reflect all additional costs. Caterer reserves the right to make menu changes as needed, based on inflationary market prices and availability of products in the marketplaces.

TIMING: Under no circumstances will the beginning or ending time of the Event, or time for serving food or beverages, be changed the day of the Event without the prior approval of the Caterer. If applicable, the Caterer MAY OR MAY NOT require access to the client's chosen facility prior to the beginning scheduled time of Patron's event.

CANCELLATIONS: All cancellations must be made in written form and mailed registered mail. If Caterer receives written notice from Patron, informing Caterer that they wish to cancel their Event, Caterer will attempt to re-book the date and time slot of the canceled Event with a new Patron. If caterer is successful in re-booking the slot, Caterer will refund to Patron, all deposits paid, less any food and beverage purchased for the Event if any, and a \$300.00 cancellation fee. If the Event slot can not be re-booked all deposits will be forfeited.

SERVICE CHARGE AND TAX: All events are subject to a 25% service charge. For most events there is a Floor Captain (s) at a rate per man hour and a per man hour rate is required for Catering Staff. The number of catering staff needed is based on the final guest count and the Menu. Master Chef(s) and other staff members are paid a flat rate based on a combination of the number of guests served and the Menu requested. These rates are outlined on your Proposal/Invoice and are included in your overall total. In addition, all charges are subject to Texas State Sales taxes.

EXCUSED NON-PERFORMANCE: If for any reason beyond its control, (including but not limited to: strikes, labor disputes, accidents, government requisitions, restrictions or regulations on travel, weather, commodities or supplies, acts of war, or acts of God), the Caterer is not able to perform its obligations under this agreement, such non-performance is excused and the Caterer may terminate this agreement without further liability of any nature upon return of the deposit(s) to the Patron, less a \$200.00 administrative fee. The Caterer shall not be liable for any consequential damages for any reason whatsoever.

MISCELLANEOUS: Attagirl's Special Events, LLC, will not be responsible for any items belonging to Patron, Patron's agents, invitees, employees, or independent contractors.

Return of Property: At the expiration or termination of this agreement, or at the other party's request, each party shall return all of the other party's property it has in its possession or control.

Dispute Resolution

Arbitration: Any dispute or controversy arising out of this agreement and [SUBJECT MATTER OF THE AGREEMENT] will be settled by arbitration in [TEXAS], according to the rules of the American Arbitration Association then in effect, and by [Two (2)] arbitrators.

Judgment: Judgment may be entered on the arbitrator's award in any court having jurisdiction.

Arbitrator's Authority: The arbitrator will not have the power to award any punitive [or consequential] damages.

Attorney Fees: If either party brings an Action to enforce its rights under this agreement, the prevailing party may recover its expenses (including reasonable attorneys' fees) incurred in connection with the Action and any appeal from the losing party.

Amendment: This agreement can be amended only by a writing signed by both parties.

Governing Law: This agreement, and any dispute arising out of the [SUBJECT MATTER OF THE AGREEMENT], shall be governed by laws of the State of [TEXAS, USA].

BASIC EVENT AND PATRON INFORMATION
NAME & MAILING ADDRESS OF PATRON:

Date of Event: _____ / _____ / _____
Timing of Event: From _____ To _____ am/pm
Number of Guests: _____
Guests (Initial Estimate): _____
Patron's Email address: _____
PATRON:

X-----

CATERER: ATTAGIRL'S SPECIAL EVENTS, LLC

X-----

(Caterer)
Date Signed: _____ / _____ /2022
DEPOSITS RECEIVED:
Date _____ Date _____ Date _____
Check # _____ Check # _____ Check # _____
Amt: _____ Amt: _____ Amt: _____
ATTAGIRL'S SPECIAL EVENTS, LLC, P.O. BOX 170094, AUSTIN, TEXAS 78717 ~
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