

GOOD FOOD CATERING

BOOKING AGREEMENT

Caterer: The Good Food Company, LLC d/b/a Good Food Catering ("GFC")

Client:

Event Day & Date:

Estimated Number of Guests:

Client Mailing Address:

**GFC may give any required or permitted notices to Client at this Mailing Address and/or Phone Number.*

Venue or Location: Cottages on Charleston Harbor

mailing address: or **fax to:**

Good Food Catering
PO Box 21506
Charleston, SC 29413

843.723.7954
attn:

TERMS OF AGREEMENT

1. DEPOSITS

An "Initial Deposit", equal to twenty five percent (25%) of Estimated Event Value is due one hundred eighty (180) days prior to the event. The "Second Deposit", equal to fifty percent (50%) of Estimated Event Value is due sixty (60) days prior to the Event Date (no later than_). All deposits are non-refundable.

2. GUEST COUNT GUARANTEE

Client must guarantee a guest count within 20% of the final guest count **Sixty (60) days** prior when your second deposit is due. Client must guarantee the final number of guests who will attend the Event (the "Guest Count Guarantee") at least **TEN (10) business days** prior to the Event. If GFC does not receive notice of a change in the number of guests at least ten (10) days prior to the Event, the Estimated Number of Guests listed in this Booking Agreement will be considered the Guest Count Guarantee and food will be prepared accordingly. If there is an increase in guest count (greater than 5% of guest count) after the guarantee is given, there will be a 20% surcharge on all food and beverage for the increased number.

3. PAYMENT

Payment in full based upon the final Guest Count Guarantee ("Guarantee Payment") is required ten (10) business days prior to event date. Payment can be made by cash, personal or company check, or major credit card (MasterCard, Visa and AMEX). In our experience, you will likely incur additional charges for added items after the Guarantee Payment has been made, including but not limited to charges based on actual beverage consumption if the Consumption Bar option is chosen ("Bar Charges"). GFC encourages the Client to visually inspect the beverage bottles retained to calculate actual beverage consumption before leaving the Event, as all additional charges, including the Bar Charges, shall be considered final at the conclusion of the Event. **Client hereby agrees that GFC shall charge any additional charges to Client's credit card unless other arrangements are agreed upon. All menu selections shall be finalized no later than thirty (30) days prior to the event date.**

Due to seasonality and fluctuation of commodity prices, menu prices are not guaranteed until 60 days prior to an event. If a product becomes unavailable or cost prohibitive, GFC will make alternate menu suggestions to be mutually agreed upon.

4. SERVICE CHARGE, TAX AND GRATUITY

A twenty percent (20%) service charge is applied to food and beverage. Additional service charges may apply based on the needs of the event. Applicable state and local taxes will be added to all totals. Gratuity is not included in our service charge and is optional at the client's discretion.

5. CREDIT CARD INFORMATION

Client must provide a Credit Card Authorization form to secure full and punctual payment of Client's obligations under the Booking Agreement. **The credit card provided will be charged if alternative payment arrangements are not made prior to the payment deadlines.**

6. EVENT CANCELLATION (_____ initial here)

a. Cancellation by GFC

GFC shall not be liable for its failure to perform any obligation to Client by reason of fire, flood, casualty, lockout, strike, labor conditions, unavoidable accident, national calamity, acts of God, or by any enactment of law, or by order of any legally constituted authority, or by any similar cause. Should an event be cancelled, we will evaluate our time and expense incurred and accommodate you in a fair and reasonable manner.

b. Cancellation by Client

GFC shall be entitled to charge and Client agrees to pay liquidated damages as a "Cancellation Fee" in the event the Client cancels its Event for any reason after it is booked. This Cancellation Fee will be based upon the Estimated Event Value in effect at the time GFC receives written notification of cancellation from Client. Cancellation Fees are in accordance with the sliding scale outlined below:

Notification Date	Cancellation Fee (Percentage of Estimated Event Value)
0-30 days prior to event	75%
31-60 days	50%
61-90 days	35%
91 or more days	25%

7. HOLD HARMLESS

Client shall be solely responsible for, and shall indemnify GFC, including its members, officers, managers, employees, and agents, against, and will hold GFC harmless from any and all claims, losses, damages, liabilities, costs and expenses (including reasonable attorney's fees) and other costs of defending any action which parties may sustain or incur as a result of or arising out of or connected with the actions of Client's guests, vendors, and/or other persons Client invites or brings or causes to come onto the Event premises.

GFC does not recommend taking leftover food from an Event. If food is taken from an Event, it shall be presumed that all necessary and applicable food safety and sanitation practices, including those set forth by the South Carolina Department of Environmental Control were satisfied in full by GFC. If any leftover food is taken from the Event, Client shall be solely responsible for, and shall indemnify GFC from any and all claims, liabilities, costs and expenses (including reasonable attorney's fees) associated with leftover Event food.

8. CONDUCT OF EVENT (_____ initial here)

Client agrees to conduct the event in an orderly manner in full compliance with applicable laws, regulations and guidelines. Client assumes full responsibility for the conduct of all persons in attendance at your event. Should a guest's behavior be deemed inappropriate by the event manager (i.e. underage drinking, excessive intoxication, damage to property, verbal or physical abuse, etc.), the host will be given a warning to rectify the situation. If the problem persists, police will be called and the event shut down. The host will forfeit any and all payments made.

9. COUNTERPARTS

This Booking Agreement may be signed in any number of counterparts each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Additionally, the parties hereto acknowledge and agree that any party may execute facsimile copies and said facsimile copies will have the same binding effect as executed original counterparts.

10. ENTIRE AGREEMENT

This Booking Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. There are no other agreements or understandings, written or oral, between the parties regarding this Booking Agreement. This Booking Agreement shall supersede any other agreements and

understandings (written or oral) between GFC and Client on or prior to the date of this Booking Agreement with respect to the matters set forth herein

Please sign and return this Booking Agreement to secure booking.

I accept the conditions of the terms stated in this Booking Agreement.

Caterer:
The Good Food Company, LLC
D/b/a
Good Food Catering

Client:

print name

signature

signature

Date

Date