



CATERING TERMS AND CONDITIONS

CATERING CONTRACT

This Catering Contract is entered into between Sweet Dreamz Catering Co. ("Caterer") and the Purchaser / Partner / Employer / Family / or Organizer ("Client") (together, "Parties") and sets forth the agreement between the Parties relating to catering services to be provided by the Caterer for Client for the event identified in this Contract.

1. EVENT DETAILS

Client is hiring Caterer to provide food and beverages, and related services, for the ("Event"):

2. MENU TO BE SERVED *(Only Serve & Cater Non-Alcohol Beverages)*

The Parties have agreed to the menu that was invoiced to the Client. Caterer reserves the right to make small changes to the menu if key ingredients are unable to be sourced due to reasons beyond the control of the Parties. Any changes that would change an agreed upon dish beyond a reasonably recognizable flavor or presentation, will be discussed with the Client to obtain approval before sourcing, preparing or serving.

3. COORDINATION WITH VENUE

Caterer will need to have access to the Venue no later than 2 hours in advance of the Start Time for the Event, and 2 hours after the End Time for clean up. Client will make all necessary arrangements, at Client's expense, to get this access arranged.

4. PAYMENT TERMS

In exchange for the services of Caterer as specified in this Catering Contract, Client will pay to Caterer according to the following schedule.

Payment will be made to the Caterer as follows: 50% deposit is due on the date the invoice is sent to the Client.

If the total cost including the deposit is \$0-999, full payment of remaining balance is due at least 14 days in advance of the date. If date the Client requests for services rendered is within 7 days, balance is due within 24 hours of invoicing.

If the total cost including the deposit is \$1000-\$2499, full payment of remaining balance is due at least 30 days in advance of the date. If date the Client requests for services rendered is within 21 days, balance is due within 24 hours of invoicing. If date the Client requests for services rendered is within 7 days, balance is due immediately.

If the total cost including the deposit is more than \$2500, full payment of remaining balance is due at least 60 days in advance of the date. If date the Client requests for services rendered is within 31 days, balance is due within 24 hours of invoicing. If date the Client requests for services rendered is within 7 days, balance is due immediately.

5. CANCELLATION

If the Client needs to cancel the event, Client must provide written notice to Caterer along with any required cancellation fee described in this Catering Contract, to effect cancellation.

Client understands that upon entering into this Contract, 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.

In the instance that the date of the event was booked by the Client, and the Caterer or any party working with or for the Caterer, rejected another event for the date booked by Client, due to staffing restraints, time & travel or any other reason not stated here but directly related to the booking for the Client, The Caterer may within reason and without prejudice use their judgement to not refund all or part of the total amount paid, in an effort to recoup any potential lost or rejected revenue ("Lost Revenue").

The Client's deposit will be credited against the cancellation fees owed. Any balance will be payable upon the notice of cancellation.

6. RESPONSIBILITIES FOR RELATED COSTS

Client is solely responsible for all costs and/or deposits relating to use of the Venue, and for obtaining any necessary permissions, authorizations, or other requirement of Caterer providing services at the Venue.

7. INSURANCE AND INDEMNIFICATION

Caterer has, or will obtain, general liability insurance relating to Caterer's services at the Event. However, Client will indemnify and hold harmless Caterer for any damage, theft, or loss of Caterer's property occurring at the event, caused by any of Client's guests.

8. LEGAL COMPLIANCE

Caterer will work in compliance with all applicable local health department rules and regulations relating to food preparation and food service.

9. ASSIGNMENT

This Contract cannot be assigned by either Party without the other's written consent, with the exception set forth in paragraph 10, below.

10. LIMITATION OF REMEDIES

If Caterer cannot fulfill its obligations under this Contract for reasons outside of its control, Caterer may locate and retain a replacement catering company at no additional cost to Client, or refund Client's money in full. Caterer will not be responsible for any additional damages or compensation under these circumstances.

11. RESOLUTION OF DISPUTES

The Parties agree to not post any negative information about the other arising out of this Contract or 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.

12. JURISDICTION AND VENUE

This Contract will be interpreted according to the laws of the State of Massachusetts and any legal action must be filed in the County of Suffolk in the State of Massachusetts.

13. ENTIRE AGREEMENT

This document, along with its exhibits and attachments, constitutes the entire agreement between the Parties.