

Catering Contract for

With Thyme for Seasoning Catering & Events, LLC (TFS)

(Updated August 2023)
Please Initial
PAYMENT
DEPOSIT A deposit of 1/3 of your estimated proposal or \$500.00 (whichever is less) is due at the time of booking, unless other arrangements have been made.
FINAL PAYMENT

Final payment for your event is due 10 business days prior to your event date for all events quoted at \$1,000.00 and above. Payment plans are available upon request.

PAYMENT METHODS

All prices quoted are based on a cash/check purchase. All clients wanting to pay via MasterCard or Visa will be assessed an additional non-cash payment charge of 3% the amount of the transaction.

MISSOURI STATE TAX

TFS charges the current tax rate of 5.225% on all listed food services. Rental of event space, linens and service ware (non-food) is subject to a 7.85% MO tax rate.

GUEST COUNT

FINAL GUEST COUNT

Final guest count, not subject to reduction, is due 10 business days prior to your event date(s). If you need to increase your quest count within 10 business days of your event date, we will make every effort to accommodate your request. Additional fees and charges MAY apply, depending on how drastic the number are changed. You will ONLY be charged for the guaranteed number of guests served unless you have more attendees than the guarantee AND TFS was required to purchase more Food and or Beverages to accommodate you.



GUEST COUNT OVERAGE

If your guest count at the time of your event is MORE than what your final count was agreed on, you will be billed for the additional guests. (And hope we have plenty of food.)

GUEST COUNT REDUCTION

If your final guest count is lower than what your final count that you turned in, you are still required to pay for the amount of guest that you ordered for that event.

MENU

MENU COST

ALL menu prices are subject to change within 14 days of your event. If a drastic change in an ingredient cost within your menu occurs (e.g. seafood, which may fluctuate in season), you have two options:

- 1.) Maintain your present menu a new cost will be assessed based on current market prices and you may agree to the new price.
- 2.) Substitute menu items you will be presented to you in order for you to maintain the agreed upon (per person / platter) menu price.

KIDS/CHILDREN

Children under the age of 10 years old are charged \$10.00 per child for catering unless otherwise specified.

PLATED SERVICE

If plated service is requested, there will be an additional charge of \$5 per plate.

MENU/FOOD QUANTITIES

TFS will prepare 5%-10% overage based on the final number of guests we receive from you. Part of this overage is to include feeding of the staff and/or vendors. You are not charged for this service. NO overage will be provided for bag/ box lunches.

LEFTOVERS

TFS (or you and or your guests) may package up all leftovers that are not able to be reused by TFS. You are responsible for providing appropriate containers to place leftovers into. If you do not have appropriate containers, all food will be disposed of or taken back to the kitchen. Once in our kitchen we are no longer required to give you those leftovers. In accordance with MO Health Codes, TFS reserves the right to discard any food items where there is a reasonable risk for food borne illness to occur.

FOOD ALLERGIES, INTOLERANCES & DIETARY RESTRICTIONS



TFS is aware that guests may be in need of special accommodations related to food that is prepared and served. All foods are prepared in a facility cooking environment that could involve accidental cross-contamination with the foods to which guests may be allergic or intolerant. Additionally, manufacturers may change their product ingredients without our knowledge. TFS will make reasonable effort to accommodate food allergies or intolerances, but cannot be held responsible for allergies or intolerances for which they were unaware. If the guest with the allergy or intolerance is concerned about any dish, please consult with the chef that prepared it, as the person with the allergy or intolerance is ultimately responsible for the decision to consume any of the prepared meals.

BAR/BEVERAGES

Client assumes the right to provide all or part of their bar / beverage supplies as needed. OR, TFS may provide beverage service or Bar Support as indicated within your contract. Options are:

- A) Client will provide all alcoholic beverages and / or non alcoholic beverages. TFS may supply soft drinks, juices, glassware, ice, mixers, garnishes and /or bar service personnel.
- B) Client or TFS will arrange for a hosted bar service by an outside caterer. Minimum sales and/or possible labor charges are required for this type of service. Client will pay the outside caterer directly.
- C.) Client or TFS will arrange for a no-host (cash) bar by and outside caterer. Minimum sales and / or possible labor charges are required for this type of service. Client will pay the outside caterer directly.

SERVICE STAFF

SERVICE STAFF

Service staff will be required in many circumstances, including but not limited to: events held at Venues that require staffing, events where staffing is requested by the client, when plated service is requested by the client, and events where food is served to groups of 50 or more. For every 50 guests, 1 server will be required (e.g. an event of 150 guests will require 3 servers. Service is billed at \$35/hour, per server with a 4 hour minimum per server required. Service staff is not required when catered food is dropped off at your location or event.



GRATUITY

A tip / gratuity is not expected, but is very appreciated! At the client's discretion, any extra tip/gratuity will go directly to ALL service staff.

TIMELINE

You MAY be billed for additional staff hours if your event does not reasonably adhere to the agreed upon timeline.

RENTALS

RENTALS

You may provide all or part of your own rental items for your event. TFS will/may give you an estimated list & cost of rentals for your event. You may change/cancel those items at anytime, however certain items may incur RESTOCKING & CANCELLATION fees. If TFS is coordinating rentals on your behalf through a rental company (e.g. ALL SEASONS, AAA Party Rentals, etc), you may be required to pay the rental company directly. This information will be specified in your quote. Certain rentals may be provided by TFS as listed in your quote. Any loss or damage to ANY rentals will be billed to you after your event.

STORAGE

STORAGE

Prior approval from TFS management is required for any items stored before or after an event.

CANCELLATION

CANCELLATION BY CLIENT / VENUE / ACTS OF GOD

All prepayments and deposits are returned in full if your event is cancelled by you, your venue or by act of God, 180 days or more from your event date. If the event is cancelled between 90 days and 179 days from your event date, all prepayments and deposits are returned to you less \$200 of your deposit amount. If the event is cancelled within 89 days of your event date, all deposits and prepayments are forfeited in full.

CANCELLATION BY THYME FOR SEASONING CATERING & EVENTS LLC

TFS reserves the right to terminate this contract for any reason.

IF we terminate this contract over 30 days prior to your event date, all deposits and prepayments will be returned in full within 10 days. IF we terminate this



contract within 30 days prior to your event date, all deposits and prepayments will be returned in full within 10 days as well as an additional \$50.00 penalty.

CHANGE OF EVENT DATE OR VENUE

TFS will apply the entire balance of your deposits and prepayments (less \$100.00) towards another event, subject to our availability. All costs subject to change.

LIABILITIES & DAMAGES

LIABILITY

TFS LIABILITY

TFS's only liability, for third party claims, will be for actions caused by TFS and / or the negligent conduct of our employees.

THIRD PARTY LIABILITY

TFS assumes no responsibility for the conduct of guests, members and third parties hired to provide services.

INSURANCE

TFS Maintains General, Automobile and Liability Insurance.

ASSIGNABILITY

This contract is not assignable without the written consent of TFS.

UNLAWFUL ACTIVITIES

The client will comply with all the laws of the United States and the State of Missouri, all municipal ordinances and all lawful orders of police and fire departments, and will not do anything on the premises in violation of any laws, ordinances, rules or orders. If unlawful activities are occurring on the premises, and event is cancelled, there will be no refund of any kind from TFS to client.

DAMAGE

TFS assumes no responsibility for **ANY** damage or loss of any merchandise, alcohol, equipment, furniture, clothing or other valuables prior to, during or after the event. We will do everything possible to ensure that all of your supplies, rentals and equipment are cared for and maintained in good working order without any damage.



I, the client, understand that by using/ providing items I own or are providing or by hosting an event in my home/ office, that accidents/ breakage and damage may occur. I will NOT bill, charge or sue TFS for any loss unless the damage or loss was caused by the willful negligent actions or conduct of TFS or their employees.				
I have read this contract and understand and agree to the rates, terms, and conditions of this contract.				
Authorized Client Signature	Today's Date			
Client's Printed Name	Client's Title			
Business Name or Event Name				
Event Date	Event Location			
Deposit Amount \$				

*Please sign and return one copy to TFS, and retain one copy for your records.

Thyme for Seasoning Catering & Events, LLC 406 NE Country Rd 14504 Adrian, MO 64720

Contact Stephanie Eastwood: 816-210-7806 thymeforseasoning@gmail.com

EVENT INFORMATION SHEET

Contact Person's Information Phone _____ Email _____ **Event Information** Type of Event ______ Location Date Guest Menu Totals No. of adult guests _____ X Price per adult guest \$____ = Adult total \$_____ No. of child guests _____ X Price per child guest \$____ = Child total \$_____ No. of beverage service _____ X Price per bev. \$_____ = Beverage total \$_____ No. of desserts _____ X Price per dessert \$____ = Dessert total MO State Tax @ 5.225% \$_____ Delivery fee \$ Total for Guest Menu portion Service Totals No. of servers X hourly rate \$35* X No. of hours = Server total \$ No. of bartenders _____ X hourly rate \$35* X No. of hours ____ = Bartd. total \$_____ *minimum of 4 hours per server and/or bartender Total for Service portion Rental Totals \$_____ Total rental costs \$ MO State Tax @ 7.85%

Total for Rental portion

Total			\$
Credit card processing fee 3% (if applicable)		ole)	\$
Grand TOTAL		Due \$	
Deposit Due \$			
Payment Information Total deposit due to	on save the event date is 1/3 of to	otal or \$500, whichever is I	less.
Deposit Date Paid	Amount Paid	Balance	
Final Payment Date Paid	Amount Paid		
will email you an inv check, or credit card mail the check with transaction will be c	Contract is initialed and signed oice to pay the deposit. Pleased. You can scan and email TFS this form. If paying by credit catharged. Thyme for Seasoning 406 NE County Rd 14504 Add 816-210-7806 thymeforseaso	e let TFS know if you would the contract, or if paying b ard, an additional 3% of the rian, MO 64720	d like to pay by cash, by check you can
Notes/Special Instr	ructions		