



## Terms and Conditions

1. Customer agrees to pay for the specified number of guests, plus any additional guests that attend. It is the obligation of the customer to call or email the Caterer five business days prior to the function with the final guest count. This final guest count shall be the minimum guaranteed guest count for the purposes of calculating the contract price.
2. In the event customer cancels or otherwise breaches this agreement, the deposits paid by the customer shall be forfeited. This forfeiture shall not relieve customer of other liabilities, including but not limited to costs for loss of time by Caterer, the cost of any food, service, or equipment already contracted for by the Caterer. Any loss of the Caterer due to his inability to undertake and assume other contracts for the agreed date of function and such other damages incurred by the Caterer.
3. In the event of a breach of this agreement by the customer, customer shall be obligated to pay interest at the legal rate according to state law on any sums past due. The customer shall also be responsible for the Caterer's reasonable attorney fees in bringing any action to enforce any of the terms of this agreement.
4. Caterer shall not be held liable for failure to supply any item or service when prevented from doing so by any cause beyond its control. These causes shall include, but not be limited to, strikes, labor disputes, accidents, earthquakes, thunderstorms, regulations of any governmental authority, fuel supply, water supply, gas, electricity, or air conditioning if any. These limitations as stated should not be a breach of this agreement by Caterer. Caterer will not be responsible for any cause and cost of these limitations. Caterer also reserves the right to make substitutions in the menu for any items that shall not be reasonably and readily obtainable in the open market.
5. Caterer guarantees price for 12 months from the date of this contract and price is subject to change. Caterer will give customer advance written notice of any change in prices, which will be reflected on the website.
6. Children under 10 years of age, musicians, photographers, or any additional vendors working at this function will be charged at two-thirds of the prevailing rate per person.
7. No function will be permitted to run overtime without Caterer's approval. Caterer reserves the right to add reasonable additional charges for the event running beyond the

time agreed upon. This includes additional cost of a longer serving time and/or an earlier arrival time as stated in the proposal.

8. For all Conservative or Orthodox synagogues, Caterer must secure the approval and endorsement of a Rabbi or Mashgiach before such food will be allowed on the premises. Rules may apply on a job-by-job basis, as Caterer must follow specific guidelines set forth by the synagogue. The Caterer shall be allowed to charge the prevailing hourly rate for this service and any additional food preparation costs, if they apply. Customer will have advanced knowledge of these additional costs prior to the event.
9. For any service by Caterer at an off-site premise, the customer shall be responsible for any damage to the off-site premises that may be caused by the customer's guests, employees, members or invites, and vendors. The customer warrants that it is their responsibility to take good care of the fixtures, furnishings, and personal property located in the off-site premises.
10. This contract is not transferable by customer without the written consent of Caterer.
11. Customer agrees to indemnify and hold harmless Caterer and its servants and agents from any and all claims, liabilities, loss demands, or any actions whatsoever. This includes any personal injuries, death, or property damages to any persons attending the function hereby contracted for due to any reason or cause. Customer agrees to reimburse Caterer for any expenses or loss including reasonable attorney's fees and expenses incurred by reason of any such claim being made against Caterer.
12. It is not Caterer's obligation and responsibility to supply and serve any alcoholic beverages. If customer desires alcoholic beverages for their function, customer must supply and pay for said alcoholic beverages at their own cost, expense, and liability. In addition, any bartender fees incurred are to be paid directly by customer to the bartender service. Customer agrees to hold harmless Caterer for any damages, injuries, or death, resulting from drunkenness or any other reason related to the provision and/or consumption of alcohol by customer. Customer will indemnify Caterer and pay any and all legal fees and costs resulting from customer's guests, vendors, members, or invitees.
13. Caterer may provide additional food and beverages at no extra cost. At the conclusion of the function, any of the food or beverages leftover for the customer will be left to customer at the Caterer's discretion.
14. If the customer agrees to provide any equipment for this function, it is at their sole discretion and responsibility that any and all equipment provided shall be in good working condition. Customer will need to provide all tables, cloths, plates, forks, knives, napkins, and glasses unless specified on the main body of this contract.
15. Whenever a license and/or permit are required for the customer's function, such license and/or permit shall be procured from the proper public authorities by the customer at their own cost and expense. Such license, permit, and proof of payment shall be provided to the Caterer at least 14 days prior to the function.
16. Caterer shall not be held responsible or liable for any food products that may cause an allergic reaction. Certain products provided by the Caterer may contain nuts, eggs, gluten, and any other allergens. It is the sole responsibility of the customer to inform their guests of the presence of these possible ingredients.

17. This contract shall be construed under the laws of the State of Maryland and the State of Maryland shall be the venue for any and all legal actions undertaken relating to or under this contract.
18. Customer agrees that their sole remedy for default by Caterer shall be the return of any deposits or any amount of money paid to Caterer pursuant to this contract. Customer agrees that no demand shall be made for and no suit brought for the recovery of incidental or consequential damages.
19. Caterer makes no additional warranties, express or implied, beyond those specifically mentioned in the agreement and as such shall not be liable for any loss or damage directly or indirectly arising from this contract. Any contradictory statement made by an employee of Caterer shall have no effect or bearing, and all the terms contained herein shall control.
20. Where the customer is a corporation, unincorporated association, partnership, government affiliation, or other legal entity, this agreement shall be binding on such entity as well as on the individual executing it on its behalf.
21. The person executing this contract expressly represents that they are at least 21 years of age. If any organization is named therein as customer, then they are authorized to execute this contract on behalf of said organization.
22. If Caterer operates in a public facility, a list of rules and conditions shall be given to Caterer two weeks prior to the event. It is the customer's responsibility to notify Caterer prior to the event that all kitchen equipment such as ovens, stoves, microwaves, ice machines, and refrigeration are in proper working condition. Additionally, if trash needs to be removed from the premises by Caterer, written notification must be provided and Caterer will charge a reasonable fee to dispose of all trash.
23. It is the customer's responsibility to notify Caterer of an inventory of all tables, chairs, and any other necessary equipment to be used by Caterer. Furthermore, customer must provide information if Caterer is to set up and break down and return to storage any equipment used for the event. This includes the setup of tables, linens, chairs, umbrellas/umbrella stands, tablecloths, and a table pre-set of china, flatware, glasses, and napkins. In addition to having to pay for additional set-up, extra fees will apply if job duties are not identified and outlined as "Caterer's Responsibilities" within the body of the contract.
24. Equipment delivery and pick-up contracted by the Caterer and requested by the client may include an additional cost if delivery and pick-up is within a 1-hour time frame. This will be considered a timed delivery.
25. If a certificate of insurance document is requested, it must be done so in writing and customer must allow 5 business days to receive such documentation.
26. Final Balance Due: The final balance due for your event may be charged in full within 7 days prior to the event. If Patron uses a credit card as the initial deposit, the same Credit Card used will pay the balance due remaining on the account. If another form of payment is to be used, other than the original credit used, Caterer must be notified at least 7 days prior to the event and be pre-approved by Caterer in writing if another

payment method is used. A Cashier's check may be requested up to 7 days prior to event date from caterer.

27. This agreement constitutes the entire contract between the parties.