



CHEFCALI INC, PO BOX 233, FOX RIVER GROVE, IL 60021
312-656-1363 (847-380-4110) / FAX: 847-960-6647 cali@chefcali.com

CATERING AGREEMENT

We are pleased that you have chosen to hold your event with us. You hereby agree to be bound by the policies and rules that pertain to your event's location and the terms and conditions of this Catering Agreement, as follows:

1. PARTIES

"Customer" or "You" means:

Legal Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

"Caterer" or "We" or "Us" means:

Legal Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

2. RESERVATION. Customer hereby agrees to be bound by this Catering Agreement and all attached and subsequent Banquet Event Order Forms "Order Forms". This Catering Agreement and Order Forms shall hereinafter be collectively referred to as the "Agreement". For Customer's event "Event", Customer hereby agrees that Customer has reserved the location "Location" for certain dates and times, all as specified on the Order Forms.

3. SERVICES. We will provide Customer with the food and beverage services and other items as described on respective Order Forms. To the extent that it becomes necessary for us to enter into agreements with third parties for Customer's Event, Customer hereby: (a) appoints us to be Customer's agent to execute such agreements, (b) agrees to pay the fees and applicable taxes and (c) agrees to be responsible for the obligations contained in such agreements.

4. GUARANTEE. The estimated charges and costs for the Event are set forth in the Agreement and subsequent Banquet Event Order Forms "Event Price". Customer must notify us of the guaranteed number of people attending the event at least three (3) calendar days prior to the Event for functions of 300 guests or less. Functions of 300 guests or more must be guaranteed five (5) calendar days prior to the event. Customer agrees that if the Initial Guarantee deviates from the Final Guarantee by more than twenty percent (20%), you will be subject to an additional charge. Customer agrees that there will be no reduction in the Event Price if fewer than the guaranteed attend the event. We will prepare and have the room set for five percent (5%) over the final guarantee or twenty (20) people, whichever is less.

5. NON-REFUNDABLE DEPOSIT. We will not commence service without the receipt of a fifty percent

(50%) non-refundable deposit of the estimated Event Price "Deposit", which must be received at least two (2) weeks prior to the Event. Please note that no rooms or staff can be reserved for your Event until the 50% Deposit is fully received. Outstanding Event Price balances must be paid within thirty (30) days if billing privileges have been previously approved in writing by us. Otherwise, the remainder of Event Price is due ten (10) calendar days prior to the event with any discrepancy paid at the conclusion of the Event. If applicable, reimbursement of any overpayment by Customer may take up to thirty (30) days to process. Customer understands that we will suffer substantial harm if the Customer cancels Customer Event. Accordingly, the Deposit will, in all cases, be NON-REFUNDABLE and deemed to be liquidated damages to compensate us for the loss due to Customer's cancellation. No interest will be payable to Customer on the Deposit.

6. CANCELLATION FEE. Notwithstanding Paragraph 5, Customer understands that we will suffer substantial harm if Customer cancels the Event. Accordingly, if Customer cancels the Event, Customer shall be required to pay a Cancellation Fee in the following manner:

Number of days prior to the Event when cancelled by Customer, and the applicable Cancellation Fee:

- 0-30 days (100% of the Event Price)
31-60 days (75% of the Event Price)
61+ days (50% of the Event Price)

7. MENU. All menu selections should be made at least thirty (30) days prior to the Event.

8. OUTSIDE FOOD AND BEVERAGE. No food or beverages of any kind may be brought into or removed from the Location by either Customer or Customer's guests without our prior written approval.

9. CONDUCT OF EVENT. Customer agrees to conduct the Event in a manner that is appropriate for the Location and in full compliance with all applicable laws, codes, rules and regulations having jurisdiction over the Location.

10. RESPONSIBLE ALCOHOL SERVICE. If applicable, we shall only serve alcoholic beverages to individuals who are at least twenty one (21) years of age and we will check identification of Customer and any of Customer's guests that appear to be under forty (40) years of age. If we believe, in our sole discretion, that Customer or any of Customer's guests are intoxicated, we shall be permitted, in our sole discretion, to discontinue or limit alcohol service at the Event, and to request that Customer and/or any of its guests leave the Location, all without any refund of the Event Price.

11. DISPLAYS/SIGNS. All displays and signage must be approved by the Location's authorized representatives.

12. BAR CHARGES. The Event Price may be partially based on certain estimated bar charges "Estimated Bar Charges". At the conclusion of the Event, we will notify Customer of the actual amount of bar charges. If Estimated Bar Charges exceeds the actual bar charges, we shall credit the difference to Customer within thirty (30) days. If, however, the actual bar charges exceeds the Estimated Bar Charges, Customer shall pay the difference to us at the conclusion of the Event.

13. SPECIAL LABOR AND SPECIAL ITEMS. The Event Price is based on times and items indicated on Order Forms. Additional service time will necessitate additional labor, which will be applied to the Event Price. The costs associated with any special labor hired by us and the costs for any special smallwares, tables, chairs, decorative elements, linen or equipment rented by us at Customer's request, shall all be charged to Customer as part of the Event Price and will be noted on Order Forms.

14. SERVICE CHARGE & TAXES. Customer agrees to pay a service charge equal to eighteen percent (18%) on all sales and services rendered in connection with the Event, in addition to applicable taxes.

15. CREDIT INFORMATION. If applicable, Customer agrees to provide us with all information that we deem necessary to assure Customer's credit worthiness with respect to Customer's payment of the Event Price. The credit information shall include an executed form authorizing the payment of the Event Price on Customer's credit card.

16. INTEREST/COSTS. Interest will accrue daily and be payable on all amounts which have been due and

owing to us at the rate of twenty-one percent (21%) per annum. Customer agrees to reimburse us for all costs and expenses we incur, including, but not limited to, attorneys' fees and court costs, in enforcing the provisions of this Agreement.

17. DAMAGE TO LOCATION. Customer agrees that Customer will be responsible for all injuries to persons, damages to the Location and adjacent areas and the loss of, or damage to, our equipment or property, caused by Customer or Customer's guests at the Event. We will notify Customer of any such damage or loss, and the costs related thereto. Customer shall pay all such amounts to us within ten (10) days after such notification. In no event shall we be liable for such damages recited herein, except to the extent caused by our sole gross negligence.

18. PERFORMANCE. If, for any reason beyond our reasonable control, including, but not limited to, strikes, labor disputes, accidents, unavailability of the Location, food scarcity due to external forces, government requisitions, acts of war or acts of God, we are unable to perform our obligations under this Agreement, such non-performance is excused and we may terminate this Agreement without further liability of any nature, upon the return of the Deposit within thirty (30) days. In no event shall we be liable for any damages including, but not limited to, indirect, punitive or consequential damages of any nature, for any reason, whatsoever.

19. DISPUTES. All disputes or complaints relating to our services under this Agreement must be submitted in writing within seven (7) days after the Event. Customer's failure to notify us of any dispute or complaint, as detailed herein, shall constitute a waiver. This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Illinois. Furthermore, the parties consent that the courts located in Illinois shall have exclusive jurisdiction over all legal proceedings of any nature, brought by either party, to enforce any right or obligation under this Agreement.

20. COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

21. AUTHORITY. The parties hereto represent that they each have full authority to enter into this Agreement.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and may only be modified or amended by a written instrument signed by both parties.

CUSTOMER: \_\_\_\_\_

Signature: **X** \_\_\_\_\_

Print Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

CATERER: \_\_\_\_\_

Signature: **X** \_\_\_\_\_

Print Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_



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## CREDIT CARD AUTHORIZATION

Initial Deposit: \$ \_\_\_\_\_


Visa  MasterCard  AMEX  Discover

Credit Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ CCV#: \_\_\_\_\_

Credit Card Phone #: \_\_\_\_\_

Cardholder agrees to pay the "Event Price" in accordance with the Catering Agreement, and authorizes Chefcali, or its agent, to charge Cardholder's credit card for services provided to Customer. Cardholder agrees that in the event the credit card becomes invalid, Cardholder will provide Chefcali with a new valid credit card to be charged for the payment of any outstanding balances owed to Chefcali.

Authorized Signature:  \_\_\_\_\_

Cardholder Name: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Cardholder's Phone #: \_\_\_\_\_