

# CATERING CONTRACT

THIS CATERING CONTRACT (the "Agreement") is dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

## CLIENT

clients

\_\_\_\_\_  
(the "Client")

## CATERER

Daisy Days Picnic Co

Lakeland, FL

(the "Caterer")

## BACKGROUND

- A. The Client is of the opinion that the Caterer has the necessary qualifications, experience and abilities to provide catering services to the Client.
- B. The Caterer is agreeable to providing such catering services to the Client on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Caterer (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

## SERVICES PROVIDED

1. The Client hereby agrees to engage the Caterer to provide the Client with the following catering services (the "Services"):
  - event services from Daisy Days Picnic Co.
2. The venue for delivery of the Services is:
  - Florida.
3. The Services will also include any other catering tasks which the Parties may agree on. The Caterer hereby agrees to provide such Services to the Client.

## TERM OF AGREEMENT

4. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect indefinitely until terminated as provided in this Agreement.

5. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide seven days' written notice to the other Party.
6. In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement immediately and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.
7. This Agreement may be terminated at any time by mutual agreement of the Parties.
8. Except as otherwise provided in this Agreement, the obligations of the Caterer will end upon the termination of this Agreement.

## **PERFORMANCE**

9. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

## **CURRENCY**

10. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

## **COMPENSATION**

11. The Caterer will charge the Client for the Services as follows (the "Compensation"):
  - The client will pay according to the package s/he selected via [Daisydayspicnic.com](http://Daisydayspicnic.com).
12. Invoices submitted by the Caterer to the Client are due upon receipt.
13. In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Caterer will be entitled to pro rata payment of the Compensation to the date of termination provided that there has been no breach of contract on the part of the Caterer.

## **INTEREST ON LATE PAYMENTS**

14. Interest payable on any overdue amounts under this Agreement is charged at a rate of 5.00% per annum or at the maximum rate enforceable under applicable legislation, whichever is lower.

## **MENU DETAILS**

15. The Caterer agrees to provide the following menu items:
  - charcuterie boards or dessert boards.

## **GUEST CONFIRMATION**

16. The Client must confirm the number of guests by August 14, 2021.

## **CONFIDENTIALITY**

17. Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
18. The Parties each agree that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information belonging to the other Party which they have obtained through the operation of the Agreement, except as authorized by that Party or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

## **OWNERSHIP OF INTELLECTUAL PROPERTY**

19. All intellectual property including recipes, formulas or similar related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Caterer.
20. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Caterer.

## **RETURN OF PROPERTY**

21. Upon the expiration or termination of this Agreement, the Caterer will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

## **CAPACITY/INDEPENDENT CONTRACTOR**

22. In providing the Services under this Agreement it is expressly agreed that the Caterer is acting as an independent contractor and not as an employee. The Caterer and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Caterer during the Term. The Caterer is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Caterer under this Agreement.

## **AUTONOMY**

23. Except as otherwise provided in this Agreement, the Caterer will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Caterer will work autonomously and not at the direction of the Client. However, the Caterer will be responsive to the reasonable needs and concerns of the Client.

**EQUIPMENT**

- 24.** Except as otherwise provided in this Agreement, the Caterer will provide at the Caterer's own expense, any and all foods and menu items, utensils, cutlery, tableware, napkins, workwear, and any other supplies necessary to deliver the Services in accordance with the Agreement.

**NO EXCLUSIVITY**

- 25.** The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

**NOTICE**

- 26.** All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

**a.** clients

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**b.** Daisy Days Picnic Co  
Lakeland, FL

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

**INDEMNIFICATION**

- 27.** Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

**MODIFICATION OF AGREEMENT**

- 28.** Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

**TIME OF THE ESSENCE**

**29.** Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

#### **ASSIGNMENT**

**30.** The Caterer will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

#### **ENTIRE AGREEMENT**

**31.** It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

#### **ENUREMENT**

**32.** This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

#### **TITLES/HEADINGS**

**33.** Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

#### **GENDER**

**34.** Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

#### **GOVERNING LAW**

**35.** This Agreement will be governed by and construed in accordance with the laws of the State of Florida.

#### **SEVERABILITY**

**36.** In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

#### **WAIVER**

**37.** The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

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**IN WITNESS WHEREOF** the Parties have duly affixed their signatures under hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
clients

\_\_\_\_\_  
Daisy Days Picnic Co