



«PropertyAddress», «PropertyCity», «PropertyCity» «PropertyZip»
 Phone «PropertyPhone» Fax «PropertyFax»

CATERING CONTRACT

| | | | |
|----------------------|------------------|------------------------|-------------------------------|
| TODAY'S DATE: | January 13, 2017 | MENU DUE: | «MenuDue» |
| SIGNED CONTRACT DUE: | «ContractDue» | DEPOSIT DUE DATE /AMT: | \$500.00 with Signed Contract |
| ACCOUNT: | «name» | READER BOARD: | «name» |
| ADDRESS: | «address» | CONTACT: | «contact» |
| CITY: | «city» | ON-SITE CONTACT: | «on_site_contact» |
| STATE: | «state» | TELEPHONE: | «phone» |
| ZIP CODE: | «zip» | FAX: | «fax» |
| | | Email: | «email» |

| DAY | DATE | START | END | FUNCTION | ROOM | ATTD |
|-----|------|-------|-----|----------|------|------|
| | | | | | | |

F&B POLICIES

Tax & Service Charge (++): To ensure the superior service of «property_name», a 20% service charge will be added to all food, beverage, and rental items for events booked 1/17/2017 or later. Current sales tax will apply. Bartender fees are a separate charge based on use of such labor. The service charge will cover the appropriate staffing for the event and is not a gratuity. Gratuities are never expected, but can be added to event bill upon request if desired. The appropriate number of staff will be determined by Gateway Market Catering and will always include an on-site event captain. Requests for additional staff can always be made

Deposit Requirement: «contact» will pay a \$500.00 deposit to hold the date. Please see cancelation policy for more details. This deposit must accompany the signed contract. «name» will provide a credit card information at this time to be held on file for any incidentals from the reception or if the final payment is not made by due date.

Standard Set-up: We will provide the party with the set-up of any rental items provided by Gateway Market Catering within a two-hour frame prior to the event start time. Any set-up outside of that time frame will be at the discretion of the catering director and may incur additional charges. Any additional set up requirements outside of the items provided by Gateway Market may incur an additional fee. Arrangements for client decoration and deliveries must be approved and scheduled two weeks prior to the day of the event. If tear down of items from Gateway Market or rental items needs to occur more than two hours after dinner service, there will be additional labor fees unless we are also servicing the bar.

Guarantee: The final guaranteed number of guests is due four business days prior to the start of your event by 3 pm. This guarantee cannot be reduced, but it may be possible to add to the number until 48 hours beforehand. **It is the client's responsibility to call the Gateway Market Catering office at «PropertyPhone» with food and beverage counts.** If the final guarantee is not received four business days prior to the start of your event, by 3 pm, the agreed guest attendance (listed as "Set For" on the Banquet Event Order) will automatically become the client's guaranteed number of guests and will be the basis for the billing charges.

What our guarantee means: We are prepared to serve 10% over the guaranteed number of guests due to traveling off-site and to feed our staff when possible. Should your actual attendance exceed the guaranteed number, we will do everything possible to properly serve your guests to the best of our ability, but will be limited as to what we can do since all food is prepared off-site. You will be required to pay for the guaranteed number or the total actual number of guests served, whichever is greater. We do not prepare any overage with a la carte appetizers.

No Outside Food or Beverage products shall be served in conjunction with our food and beverage products with the exception of specialty baked goods (wedding cakes or other desserts), pre-packaged snacks, non-alcoholic beverages or party favors. If you or your guests have special dietary needs, please let us know and we will do our best to assist you in creating a special menu. Any beverage product purchased from Gateway Market Catering (unless it is being sold on a consumption basis) cannot be returned, but becomes the purchaser's property.

Buffets are served at the time specified on your BEO for a maximum of two hours from that time. Dinner buffets will not be left out the full two hours, but will stay open approximately 15-30 minutes after the opportunity for any second trips has been announced

(only if there are enough leftover items). Appetizers are served for a maximum of two hours prior to a meal. Only items that have not been put out for consumption by guests can be packaged for leftovers (if the facility does not have a rule prohibiting this- as their rule will always supersede our own), and only if there is refrigeration available. Whenever possible, our staff will package leftovers to be delivered to rotating list of shelters or other organizations feeding those in need.

Cake cutting is included with any staffed event if needed. Clear, plastic 6" plates and reflective, disposable silverware will be used unless china is preferred. This decision must be made at least three weeks prior to event. Tableware for desserts is only provided when Gateway Market supplies the desserts or when cutting/plating cakes. Details on flavors, size/shape of cutting, the estimated number of serving and any special instructions regarding items to be saved or returned to the baker should be sent to GWM staff at least 10 days in advance of event. Leftover containers are not supplied for desserts unless they are from Gateway Market.

Alcoholic Beverage Service: All food items must be purchased through Gateway Market in order for Gateway Market to provide bar service without applying for a separate license. All alcohol must be purchased through Gateway Market or through the licensed on-site vendor (in the case of wineries and breweries) when using Gateway Market bartenders. Alcohol quantities must be finalized ten days in advance of event. If alcohol is being billed on a consumption basis, minimums will apply.

Bartender fee of \$30 per hour, per bartender will apply. The appropriate number of bartenders will be determined by Gateway Market Catering, although requests for additional staff can always be made. Clear plastic tumblers and beverage tubs for ice/cold drinks will be provided for the bar. Rental charges do apply for bar glassware.

Please speak with a salesperson about liquor policies/pricing. If we are not providing bartending services, we have no requirements as to where the alcohol comes from or who provides bartending services, although the venue for the event will likely have restrictions as may the State of Iowa. To do a cash bar, or to have Gateway Market service only the bar and not any food, please speak with a Gateway Market salesperson. The client will be responsible for the cost of the 5-day license, and certain minimums will apply. Gateway Market reserves the right to refuse service to any intoxicated person.

Labor Charge: In the case on-site changes are requested, additional labor fees may be assessed. Due to this a credit card must be kept on file. If there are less than 50 guests, a \$100 flat fee will apply on events Sunday through Thursday and before 3 pm on Friday and Saturday, and \$200 for events on Friday or Saturday after 3 pm. This fee is not taxed and is separate from the 20% service charge.

Price Increases: Because of market fluctuations, all prices are subject to change. Should our prices increase, written notification will be given. Once you have approved a menu, pricing will be locked in until event date.

METHOD OF PAYMENT: «name» will pay balance based upon the final guarantee four business days prior to the event.

Cancellations: «property_name» is holding the aforementioned date/time for your event. Should the entire or partial program cancel, Gateway Market Catering will collect as liquidated damages, fees according to the following schedule (the initial \$500 deposit will be applied to the cancellation fee due. If the estimated percentage of revenue is less than \$500, the entire deposit will be kept regardless):

| | |
|---|------|
| <u>Cancellation Fees (percentage of estimated revenue based on the most recent BEO)</u> | |
| 0 - 30 days | 100% |
| 31 - 60 days | 50% |
| 61 - 90 days | 30% |

MISCELLANEOUS PROVISIONS:

1. We both understand that our agreement is subject to all applicable federal, state, and local laws, including health and safety codes, alcoholic beverage control laws, and the like. You agree to cooperate with us to ensure compliance with such laws.
2. We also both understand that the performance of this agreement by either party is subject to acts of God, war, government regulation, strikes, curtailment of transportation facilities, or other emergency making it inadvisable, illegal, or impossible to provide catering services or to hold your scheduled event. In the case of such acts, the event may be rescheduled within 60 days by the client without penalty, otherwise the above cancellation fees will apply
3. China place settings and black or white linen napkins are provided, as well as all platters, serving ware and chafing dishes necessary for the food ordered. Opting to use disposable place settings or china provided by client's venue may allow for a per person price reduction. Table linens will incur additional charges.

Acceptance: Date will be confirmed on a definite basis with the return of your signed agreement by «ContractDue». Failure to do so will result in the date being released and contract void.

| | |
|----------------------------|-----------------------------|
| Authorized Signature _____ | GWM Representative _____ |
| Date _____ | Title «title_1» _____ |
| CC#/ Exp / CVV _____ | Date January 13, 2017 _____ |

This card will be used for the final balance, any incidentals or cancellation fees unless other payment is provided prior to or at the time of such charges.