

CATERING SERVICES AGREEMENT

THIS CATERING SERVICES AGREEMENT (the "Agreement") dated this ____ day of _____

2019

BETWEEN:

_____(the "Client")

- AND

D'Lishes Dishes by Deb, LLC of 36 Patterson Road 466165, Lawrenceville, GA 30042 (the "Caterer").

BACKGROUND:

A. The Client is of the opinion that the Caterer has the necessary qualifications, experience and abilities to provide services to the Client.

B. The Caterer is agreeable to providing such 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 services (the "Services") consisting of:

(Event) Someone should be available at place of delivery to take the order or client will be accessed a \$50 "no-show" fee, plus the deposit and remainder of balance.

-The menu is included as an attachment-

2. The Services will also include any other tasks which the Parties may agree on. The Caterer hereby agrees to provide such Services to the Client.

Term of Agreement

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until (date of event) subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended by mutual written agreement of the Parties.

4. In the event that either Party wishes to terminate this Agreement prior to (date) that Party will be required to provide at least **five** days' notice to the other Party.

Performance

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

Currency

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in US Dollars.

Compensation

7. For the services rendered by the Caterer as required by this Agreement, the Client will provide compensation (the "Compensation") to the Caterer as follows:

- Item 1. In order to reserve the date, client must accept the catering contract and terms and submit a 50% deposit to caterer. Deposit will also include 50% of the sales tax and delivery fee. It can be paid via credit card (Paypal), Square, \$Cash App, Cash, Money Order or Check (D'Lishes Dishes by Deb). 25% of the deposit is fully refundable up until **five** days before event. After that time, the deposit is non-refundable.

-Item 2. A final invoice **will** be sent 2 weeks prior to the event and the **remaining balance** is due the day of the event.

8. The above Compensation includes all applicable sales tax, and duties as required by law.

Reimbursement of Expenses

9. The Caterer will be reimbursed from time to time for all reasonable and necessary expenses incurred by the Caterer in connection with providing the Services hereunder.

10. The Caterer will furnish vouchers to the Client for all such expenses.

Menu and Guest Guarantees

11. The Caterer reserves the right to make small changes to the menu, where necessary, if ingredients are not available due to reasons beyond the control of the Caterer.

Confidentiality

14. 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.

15. The Caterer agrees that it will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Caterer has obtained, except as authorized by the Client. This obligation will end on the expiration or termination of this Agreement.

16. All written and oral information and materials disclosed or provided by the Client to the Caterer under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Caterer.

Ownership of Materials and Intellectual Property

17. All intellectual property including recipes, formulas or similar related materials (the "Intellectual Property") including any related work in progress that is developed or produced under this Agreement, will be the property of the Caterer.

18. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Caterer.

Return of Property

19. Upon the expiry 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

20. 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.

Notice

21. 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 of this Agreement as follows:

a. (Client Name, Address),

b. D'Lishes Dishes by Deb 36 Patterson Road 466165, Lawrenceville, GA 30042

or to such other address as any Party may from time to time notify the other.

Indemnification

22. 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.

Additional Clauses

23. Caterer shall not be responsible for inability to provide food or other services due to inclement weather or acts of God (including, without limitation, fire or earthquake).

24. Client agrees to reimburse caterer for any additional expenses incurred due to parking fees at the event location.

25. Client agrees that nuts, gluten, wheat, eggs, dairy, soy, and other potential food allergens can be found in caterers menu items.

26. Client agrees to pay caterers the full invoice amount in the excess of the deposit on or before the day of the event/delivery.

Legal Expenses

27. In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing Party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

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, successors and permitted 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. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of Georgia, without regard to the jurisdiction in which any action or special proceeding may be instituted.

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.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand on this _____ day of _____, 2019.

(Client)

D'Lishes Dishes by Deb, LLC

Per: Deborah Tuff