

**AGREEMENT FOR SERVICES**

Lilly Catering & Events, LLC is in the business of providing conceptual design, planning, catering, production, event décor, entertainment and destination management services for corporate, private and charitable events. The client whose name is set forth below (“Client”) hereby engages Company and Company hereby accepts the engagement to provide the services described herein for and in consideration of the mutual promises, covenants, terms and conditions set forth in this agreement (“Agreement”) which is dated as of January 31, 2020.

**Client:**

**Event:**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Date** | **Start Time** | **End Time** | **Function** | **Location** | | **Guar** |
|  |  |  |  |  |  | |

**Estimate of Fees 50% Deposit due upon signing:**

* Acceptable forms of payment: credit/debit card, corporate check or cash.
* Fees are based upon the pricing set forth in the contract, invoice or proposal attached.
* Prices and availability subject to change until this Agreement, proposal or menus are signed and delivered
* A credit card number is required to be kept on file for incidentals and miscellaneous items.

**Services to be Provided (check all that apply):**

□ Solicitation of Vendors

□Production

**□** Destination Management

**□** Staffing

**□** Entertainment

**□** Catering

**Attachments:**

N/A

The Client represents that it has read and agrees to all of the terms and conditions of this Agreement, including the General Terms and Conditions on the following pages, the applicable Specific Terms and Conditions on the following pages and each of the documents attached to this Agreement, all of which are incorporated into and made a part of this Agreement. Client hereby agrees to retain Company to perform the services described in this Agreement upon the terms and conditions set forth herein.

**Lilly Catering & Events, LLC. Client**

5127 Corbel Lake Way Boynton Beach, FL. 33437

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| --- | --- |
| By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Print Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Print Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**GENERAL TERMS AND CONDITIONS**

1. Services: The services to be provided are described on one or more proposals, Invoices or “Banquet Event Orders” (“BEOs”) which are attached to this Agreement. Client acknowledges that they have reviewed and approved the documents and hereby agrees to pay the prices set forth on the attached documents. All portions of the Client’s program are collectively referred to in this Agreement as the “Event”.

2. Deposit and Balance: The total estimated fees for services for the Event are set forth on the first page of this Agreement. A nonrefundable 50% deposit is due upon signing this Agreement. The balance is due 10 days prior to the Event. Failure to pay the balance will constitute a breach and, if not immediately cured, Company will not be required to perform the services. Client expressly agrees that such non-performance will not relieve Client of its obligation to pay the balance. If this Agreement is signed less than 30 days before the Event, the deposit and the balance are due upon signing.

3. Change Orders: Any changes to the services or prices after the date of this Agreement will require a written change order. The change order may be in the form of a Revised BEO, invoice or proposal or other form of writing that describes the change and is signed by Client. Under certain circumstances (e.g.: time does not permit a written change order) change orders may be made orally. Change orders made prior to an Event that result in an increase to the total fees for the Event will be required to be paid prior to Company’s implementation of the change order.

4. Form of Payment: Cash, credit card, cashier’s check or company check is accepted for the deposit and balance. Payment should be made to: Lilly Catering & Events, LLC and must be received by the applicable due date at the Company’s office at 5127 Corbel Lake Way, Boynton Beach, FL. 33437. Unless pre-approved, no personal checks are accepted. A credit card is required for any overages.

5. Overages: The total fees for an Event may vary depending upon a number of factors including without limitation, the number of guests that actually attend, the length of time the Event actually lasts, the amount of consumption if the BEO is based on consumption, or any change orders made during an Event resulting in ordering more tables, chairs, linen etc. The amount of the overage will be determined immediately following the Event. Client hereby authorizes Company to charge Client’s credit card for all overages.

6. Past due Amounts: If, despite the procedures set forth above, any amounts remain past due by more than 30 days, interest will accrue at a rate of 1½% per month on such past due amounts.

7. Force Majeure: If either party experiences an event that is outside of the party’s reasonable control which has the effect of rendering the performance of its obligations impractical or impossible such as fire, hurricane, riot, war or order of governmental body or authority, then the affected party will immediately notify the other party in writing and the Event will be delayed or cancelled. Client will be responsible for payment of any expenses already incurred by Company up to the date of the notification and Client will receive a credit for any other amounts previously paid to Company. The credit may be used by Client toward future services with the Company. Neither party will have any further liability to the other. Rain, wind, cold or other bad weather are not force majeure events.

8. Bad Weather Backup: If Client chooses an outdoor venue or activity; Client should request recommendations for bad weather backups and should plan accordingly. No refunds or credit will be given for bad weather. Client will be responsible for any additional expenses incurred by Company as a result of last minute changes in set up due to bad weather.

9. Guests: Client assumes full responsibility for all actions and omissions of its Guests. For purposes of this Agreement, the term “Guest” will include Client, its executives, employees and any guest, invitee, vendor, contractor, agent or other person at an Event by request of Client during the hours of the event as well as set up and strike times.

10. Removal of Guests: Company has the right, but not the obligation, to refuse entry or demand the immediate removal of any guest which appears intoxicated or poses a threat to the safety of person or property.

11. Personal Items: Company has no duty with respect to the security or safety of personal items, equipment, or other property of Client or Guests. Client must make arrangements for removal of all such property following an Event.

12. Smoking: Smoking is not permitted in any public facility.

13. Alcohol: If alcohol will be served, Client will limit its guest list to persons aged 21 and older. Company reserves the right to request proof of age. Company reserves the right to refuse service of alcohol to anyone without proof of age or who, in Company’s sole determination, appears to be intoxicated or otherwise impaired.

14. Media: Client may not distribute any photograph, recording or other portrayal of an Event to the media without Company’s prior consent.

15. Rental Basis: All items are supplied on a rental basis and not as a purchase. Client will be charged for any item not returned to Company. Exceptions will be made for floral arrangements (but not the containers) and items containing Client’s Logos if approved in advance and provided that Client removes the items immediately following the Event and assumes full responsibility thereafter.

16. Venue: Client is responsible for choosing and securing the venue for the Event. If the Event is to be held at a rented facility, the Client will be required to enter into a venue rental agreement directly with the venue owner. Upon request of the Client, Company will provide a list of third party venue options that we have successfully worked with in the past.

17. City Services: Based on local requirements, the Event may require city services such as police or sanitation. If so required, Company will advise Client, arrange for such services and Client will be responsible for any fees relating thereto.

18. Security: Company reserves the right, but not the obligation, to determine whether security officers will be required for the Event. If third party security services will be required, Company will provide a list of companies to Client. Company assumes no duty with respect to the third party security services and Client agrees to hold Company harmless from any and all damage or loss relating to third party security services.

19. Valet: Upon request of Client, Company will provide a list of third party valet service providers. Company assumes no duty with respect to the third party valet services and Client agrees to hold Company harmless from any and all damage or loss relating to third party valet services.

20. Timeliness: Start and end times are set forth on the BEOs, Proposal or event contract. If time is exceeded, additional charges will be incurred. Unless otherwise indicated on the BEOs, set up and strike will occur immediately before and after the Event. If Company is requested or required to set up or strike at other times, additional charges will be incurred.

21. Changes to Layout: Any changes made to a pre-approved layout must be received 3 days prior to the Event. Otherwise, if feasible, Company will use reasonable efforts to accommodate a request for change to layout for an additional fee.

22. Furniture: Company is not responsible for moving furniture. If circumstances require that furniture be moved, Company will not be responsible for any damage, Client herby waives any claim against Company relating thereto and agrees to pay an additional moving fee, in Company’s determination.

23. Logos and Marks: Client represents and warrants that it has obtained all necessary consents, licenses and legal rights for Company to use any names, photos, recordings, designs, marks, likenesses, logos, or other content (“Logos”) that Client Requests Company to incorporate into the design and concept for the Event. Client hereby agrees to protect, defend, indemnify and hold harmless Company from and against any and all claims, losses, liabilities, settlements, expenses and damages, including attorney’s fees and costs which Company may suffer relating to the use of Logos. This provision shall survive the performance, termination, or expiration of this Agreement.

24. Ownership of Ideas, Property and Work Product: As an essential element of the consideration for the performance of services by Company, Client hereby acknowledges and agrees that any and all proposals, concepts, ideas, designs, plans, menus, specifications, drawings, sketches, renderings, presentations, written narratives, notes, reports, documents, materials, information contained in any of the foregoing, and any and all other work product or property, whether tangible or intangible developed or produced by Company, whether or not contributed to by Client or third parties (collectively, “Company Property”) will be owned exclusively by Company. Nothing in this Agreement will grant to Client any right or license to use Company Property whether during the term of this Agreement or thereafter except for a one time only usage at the Event under the direction of Company. Client will not and will not permit any employee, agent, or third party to copy, reproduce or otherwise utilize any of the Company Property in violation of this provision or Company’s rights. Client acknowledges that money damages would not be a sufficient remedy for breach of this provision and Company will be entitled to injunctive relief or other equitable remedy to prevent any breach or threatened breach hereof, without posting a bond.

25. Compliance with Laws: Company, Client and Guests will comply with all applicable city, county, state and federal laws, statutes, regulations, rules and ordinances and any and all policies, rules and regulations of the venue and any third party provider. Company, Client and Guests will comply with any order issued by governmental or legal authority, even if compliance will result in a delay or interruption of the Event. Client will not admit a larger number of persons than permitted by the venue, vehicle, third party provider or otherwise allowed by law. Company has the right, but not the obligation to remove Guests if capacity is exceeded. Company may make adjustments to seating arrangements to ensure that Guests can safely and freely move about. In any of the foregoing instances, no refunds, credits or adjustments will be issued.

26. Union: The Company is a non-union company. If Company is required to use union contractors for an Event, Client will be responsible for any additional fees relating thereto.

27. Venue Charges: Client will be responsible for any additional charges Company incurs relating to the venue for the Event, which may include rigging, power generation, loading dock, shipping or receiving charges.

28. Non-Solicitation: Client agrees that for a period of 2 years after the date of this Agreement, Client will not directly or indirectly enter into any agreement for employment with or solicit, or cause others to solicit, the employment of, any employee of Company which Client comes to know by virtue of this Agreement.

29. Insurance: Each of Company and Client, at its own expense, shall provide and maintain in full force and effect, commercial general liability with minimum limits of $1,000,000 per occurrence (combined single limits for bodily injury and property damage), including broad form contractual liability and worker’s compensation coverage as required by law.

30. Indemnification: Client hereby agrees to protect, defend, indemnify and hold harmless Company from and against any and all claims, losses, liabilities, settlements, expenses and damages, including attorney’s fees and costs which Company may suffer which are caused by, arise as a result of or are in any way related to a breach by Client of any representation, warranty or covenant set forth in this Agreement or the negligence or willful misconduct of Client or any Guest. Company shall remain responsible for Company’s negligence or willful misconduct. This provision shall survive the performance, termination, or expiration of this Agreement.

31. Invalidity: If any provision or portion of this Agreement or the application thereof shall be deemed invalid or unenforceable, such event shall not affect or render invalid or unenforceable the remainder of this Agreement.

32. Assignment: This Agreement shall inure to and bind the successors and assigns of the parties. This Agreement may not be assigned without the prior written consent of the other party, except that Company may assign all or a portion of this Agreement to an entity under common control with Company, and in such event, all indemnity rights of Company will apply to such entity.

33. Cumulative Remedies: All rights and remedies of the parties under this Agreement shall be cumulative, and the exercise of any one right or remedy shall not bar the exercise of any other right or remedy.

34. Limitation of Liability: Neither party shall be liable for any loss of profit nor indirect, incidental, consequential, punitive or special damages even if such party has been advised of the possibility of such damages in advance and all such damages are expressly disclaimed.

35. Governing Law and Venue: This Agreement shall be construed and governed in accordance with the laws of the State of Florida, without regard to its conflicts of law’s provisions. Any legal action arising out of this contract shall be decided under the exclusive jurisdiction of Palm Beach County, Florida.

36. Attorney’s Fees: The non-prevailing party in any legal action arising out of or relating to this Agreement, including any action to enforce payment due under this Agreement, shall pay the prevailing party’s legal costs, expenses and reasonable attorney’s fees.

37. Non-waiver: Failure to exercise any right, enforce any provision, or require strict performance, shall not operate as a waiver or release of any other right or remedy under this Agreement or at law.

38. Amendment: Except as otherwise specified in this Agreement, this Agreement may not be amended, altered or modified except by written instrument signed by both parties.

39. Notices: Except as otherwise specified in this Agreement, all notices shall be in writing and shall be deemed given when received by certified or registered mail, return receipt requested, by receipted courier service or delivered personally to the Client at the address set forth on the first page of this Agreement or to Company at 105 Adobe Cir., Jupiter, FL. 33458 or such other address as a party as shall be specified by like notice.

40. WAIVER OF JURY TRIAL: EACH PARTY TO THIS AGREEMENT HEREBY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TRIAL BY JURY IN ANY LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH, OR ARISING OUT OF THIS AGREEMENT OR THE VALIDITY, PROTECTION, INTERPRETATION, COLLECTION OR ENFORCEMENT THEREOF.

41. Signatures: This Agreement will be effective upon execution by both Client and Company. Electronically transmitted signatures shall be deemed originals for all purposes relating to this Agreement.

42. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

**SPECIFIC TERMS AND CONDITIONS:**

**CATERING The following provisions 43 – 57 will generally apply only to Catering Services. “Catering Services” includes the service of catered food and beverage:**

43. Catering Prices: Unless indicated otherwise, prices for catering are per person and will be multiplied by the greater of: a) the Guarantee, or b) the actual number of guests.

44. Guarantee: The “Guarantee” for each Catering Service is set forth on the first page of this Agreement. Client acknowledges that Company will purchase supplies based upon the Guarantee. Company will use reasonable efforts to accommodate all guests but will not be responsible for any specific shortages if the number of guests exceeds the guarantee.

45. Increases to the Guarantee: Client may increase the Guarantee by written or oral notice at any time, but courtesy is requested. Last minute increases will result in additional fees. If the increase is received 1 or 2 days prior to the Event, the price per person added will increase by 25%. If the increase is received the day of the Event, the price per person added will increase by 50%.

46. Decreases to the Guarantee: At any time prior to 3 days before an Event, the guarantee may be decreased by up to 20% by written or oral notice. Thereafter, no decreases will be permitted.

47. Guest Count: A company representative will be assigned the task of counting guests by mechanical counter. During an event, Client may request the representative to provide the count so that Client may verify the number. No disputes may be raised after the Event and Company’s count will be deemed final. Client is solely responsible for creating and controlling the guest list as well as monitoring the entrance of guests to the Event.

48. Guests in Excess of Guarantee: Because the Company will rely upon Client’s Guarantee as a representation of the number of guests to anticipate, if the number of guests that arrive exceeds the guarantee by more than five percent (5%), the price per person for the number of persons exceeding five percent above the Guarantee will be increased by 50%. Client may also be charged additional fees for last minute procurements which may include without limitation, staff, serving items, equipment, seating, transportation, messenger service, and trucking fees in Company’s determination.

49. Cancellation of Catering Services: At any time prior to the Event, the Client shall be permitted to cancel the Catering Services for the Event by providing written notice of cancellation to the Company. A cancellation fee will be charged to the Client, depending upon when the notice is received by the Company:

Days prior to Event: Fee:

More than 45 50%

45-16 75%

0-15 90%

The cancellation fee will be due immediately upon cancellation. Company shall be entitled to apply any portion of the amounts deposited with Company toward the cancellation fee. The cancellation fee will be based upon the Guarantee multiplied by the price per person for Catering Services. Cancellation fees constitute liquidated damages and not penalties.

50. Open Buffets: Open buffets will be limited to 3 hours to ensure quality and freshness.

51. Outside Alcohol: Alcohol donated by a sponsor will not be permitted to be served unless the Client is a non-profit entity and unless pre-approved by Company. Purchased outside alcohol will not be permitted except in limited pre-approved cases. If outside alcohol is approved, a per bottle corkage fee may be charged. Additional bartender fees may also apply. Client is responsible for the delivery of all outside alcohol and must immediately remove any bottles that are not consumed. In no event will Company be responsible for any missing or lost bottles.

52. Outside Food: Outside food may not be commingled with Company food.

53. Brand List: Any orders for brands outside of Company’s brand list will result in additional charges.

54. Client’s China, Silver, Glassware: Company will provide all service ware and equipment. If Client specifically requests that Company use Client’s china, silver, glassware or other supplies or equipment rather than Company’s own, Client expressly agrees and acknowledges that Company will not be liable for any breakage, damage or loss of such items under any circumstances whatsoever, even if attributable to the negligence or fault of Company.

55. Consumption: If the bar price is based on consumption, Client will have the right to count bottles before and after the Event and confirm Company’s count. No disputes to Company’s count may be raised after the Event and Company’s count will be deemed final.

56. Removal of Food: Following an Event, Company will remove all food that is not consumed. If special arrangements are made for Client to take possession of remaining food, Client agrees to assume full responsibility and liability for such food, including the responsibility for refrigeration, storage and use thereof and Client agrees to release Company from all liability.

57. Breakage Fee: Company reserves the right to charge Client a glass breakage fee for glassware lost due to excessive breakage.

**PRODUCTION** **The following provisions 58 – 61 will generally apply only to Production Services. “Production Services” includes décor, staging, lighting, sound and entertainment:**

58. Renderings: Client acknowledges and agrees that any drawings, designs, sketches or renderings prepared by Company are intended as hypothetical visual examples and will not represent the proportions, dimensions or perspectives that will ultimately be delivered at the Event.

59. Last minute changes: Any last minute changes that result in an increase to production requirements will be accommodated if feasible, however, Client will be charged additional procurement fees which may include materials, equipment, labor and/or courier charges.

60. Performance Agreements: If applicable for an Event, Company will enter into performance agreements with performers on behalf of Client and Client hereby grants Company authority to do so. In the event of a cancellation of the performance, Client will be responsible for any cancellation fees, penalties or payments to the performer. Client agrees for itself and on behalf of its Guests to adhere to the rules and regulations of the performer, including any restrictions regarding photography and recordings.

61. Wood Fire Retardant: Wood will meet and comply with NFPA 701 small scale (1999 edition) Class A requirements. Should the venue chosen for the Event require wood to adhere to a higher standard of flame retardant materials, Client will be responsible for any additional costs of compliance.

**DESTINATION MANAGEMENT:** **The following provisions 62 – 75 will generally apply only to Destination Management Services. “Destination Management” shall mean transportation, entertainment activities and restaurant dining. Company will provide “Destination Management Services” which shall mean making arrangements for Destination Management on behalf of Client and transmitting payment.**

62. Destination Management Providers: Client acknowledges and agrees that all Destination Management will be provided by third party providers not associated with Company. Client hereby grants to Company the authority to enter into agreements on behalf of Client with Destination Management providers. Company is not responsible for any actions or omissions by Destination Management providers and Client hereby waives, releases and agrees to hold Company harmless from any such actions or omissions.

63. Standard of Duty: Company agrees that it shall only recommend those third party providers that meet Company’s standards for reliability and customer service.

64. Substitution: In the event of a last minute mechanical failure or other technical difficulty which results in a third party provider being unable to provide the specific transportation vehicle, entertainment activity or dining venue, Company shall use reasonable commercial efforts to obtain a reasonably comparable substitute for the same price. If Company is unable to locate such a substitute, Company will promptly notify Client and request Client’s instructions as to alternative arrangements, which may include changes to pricing, or cancellation of that portion of the Event.

65. Destination Management Prices: If prices are indicated as per person, Client will be charged the price multiplied by the greater of: a) the guarantee, or b) the number of actual participants. Prices will reflect the fees of the Destination Management provider and the Company’s fee for Destination Management Services.

66. Guarantee: The “Guarantee” for each Destination Management Service is set forth on the first page of this Agreement.

67. Changes to the Guarantee: Company will use all reasonable efforts to accommodate any requests by Client for increases or decreases to the Guarantee, however, any increase or decrease will be subject to the availability and requirements of the Destination Management provider.

68. Guests in Excess of Guarantee: Accommodations for any guests in excess of the Guarantee will be strictly subject to availability and requirements of the Destination Management provider.

69. Cancellation of Destination Management other than Golf: At any time prior to 15 days before an Event, the Client shall be permitted to cancel any portion of the transportation, restaurant dining, or entertainment activities (other than golf) by providing written notice of cancellation to the Company with details as to which portions are requested to be cancelled. A cancellation fee will be charged to the Client, depending upon when the notice is received by the Company:

Days prior to Event: Fee:

More than 30 50%

30-16 75%

0-15 no cancellation permitted

The cancellation fee will be due immediately upon cancellation. Company shall be entitled to apply any portion of the amounts deposited with Company toward the cancellation fee. The cancellation fee will be based upon the Guarantee multiplied by the price per person for such transportation, restaurant dining, or entertainment activity (other than golf). Cancellation fees constitute liquidated damages and not penalties.

71. Staffing: Any Company staffing provided to Client will act merely as coordinators of schedules and other administrative tasks. Assigned staff members do not have authority to act on behalf of Company or otherwise legally bind Company.

72. Transportation: All transportation, whether by car, truck, bus, limousine, boat, train, airplane any other type of vehicle will be provided exclusively by third party providers. Company acts merely as a booking agent of Client and assumes no responsibility for the ownership or maintenance of the vehicles, the hiring, training licensing or supervision of the drivers, or any other responsibility or control whatsoever.

73. Entertainment Activities: All activities, including without limitation, all classes, walking tours, theme parks, museums, yacht charters, airboat rides, fishing excursions, golfing, duck boat tours, and water sports will be provided exclusively by third party providers. Company acts merely as a booking agent of Client and assumes no responsibility for the ownership or maintenance of any of the vehicles or equipment, the hiring, training, licensing or supervision of the activity provider’s staff, nor the determination of the safety of any of the activities. Client will ensure that participants will be advised of and will assume all risks of participating in the activities.

74. Destination Management Indemnification: Client agrees to protect, defend, indemnify and hold harmless Company from and against any and all claims, losses, liabilities, settlements, expenses and damages, including attorney’s fees and costs which Company may suffer or to which it may be subjected to for any reason, which are caused by, arise as a result of or are in any way related to any service provided by any Destination Management provider or the participation of a Guest in any activity. This provision shall apply to claims of every sort and nature, whether based on tort, strict liability, personal injury, property damage, contract, defamation, privacy right, publicity rights, copyrights, or otherwise. This provision shall survive the performance, termination, or cancellation of this Agreement.