

Hannibal's Catering & Events

CATERING CONTRACT TERMS AND CONDITIONS

Organization Name: CalACES (California Automated Consortium Eligibility System)

Event Location/Address: Library Galleria/828 I Street Sacramento Ca, 95814

Proposal Date: 04-19-18

Event Date: 06-22-18

Event Time: 9:00AM-1:30PM

Estimated Number of Guests: 100

Proposal: See Exhibit A

Estimated Proposal Price: \$2,015.66

Organizer Name: Raychelle Menefee
(916) 851-3195
MenefeeR@C-IV.org

PAYMENT SCHEDULE

The following applies to all other bookings:

Final Guests Count Due: **3 Business Days Prior to Event: 06-19-18**

Final Payment is due **07-30-18**

1. All payments made are NON-TRANSFERRABLE and will be applied to your event. **Final payment is due 38 Calendar Days Post Event** in the form of purchase order, cash, direct deposit, check or credit card, unless otherwise discussed with your sales professional. A penalty fee of 10% of your final balance will be applied to all late final payments. All checks must be made payable to Hannibal's Inc. Cash, Cashier's Check, Company Check, Purchase Order, Direct Deposit or Credit Card is accepted. There will be a \$25.00 fee for all returned checks.

(Initial_____)

Final Guarantee

2. All final guarantees are due three business days prior to the event. This guaranteed number is considered final. Your number may increase and is not subject to reduction. Hannibal's Catering & Events will prepare and set 10% over your guaranteed number. Extra person charges are \$10.96 per guest plus service charge and taxes. Staffing fee will be increased to two servers if the count exceeds 150 guests. Linen fee is based on final floorplan agreements per group and venue and will be added to your final bill per approval/request of organizer. (Initial_____)

Cancellation Policy

3. If you cancel 30 days or more in advance of your event, deposit will be refund in full as well as full catering deposit if applicable. If you cancel less than 30 days before the event, we retain the deposit but allow the amount deposited to be applied toward future booking within a one year time period starting from the day of cancellation. All cancellations are required to be in writing. It can be faxed, mailed, e-mailed, or hand delivered

4. Service Charge

A 18% service charge will be added to all food and beverage: **Please reference proposal document: Exhibit A.** All service charges are subject to an applicable California State Tax in accordance with California Regulation 1063(g) Taxable Sales of Food Products. (Amounts designated as service charges, added to the price of meals, are a part of the selling price of the meals and accordingly must be included in the retailer's gross receipts subject to tax.)

5. Staff & Server Hours

These hours are estimated and are billed portal to portal. In the event that your event either surpass or cut short your contracted time, your invoice will be adjusted. You will be bill at the same rate per contract, per staff if the staff or servers worked longer or overtime than the contracted time. The balance of the adjusted invoice is due immediately.

6. Excused Non-Performance

If for any reason beyond its control, including without limitation, accidents, or acts of God, Hannibal's Catering & Events is unable to perform its obligation under this agreement, such non-performance is excused, and Hannibal's Catering & Events may terminate this agreement. Hannibal's Catering will return your deposit and in no event will Hannibal's Catering & Events be liable for consequential damages of any nature for any reason whatsoever.

7. Attorney's Fees

In the event that the client fails to pay their obligations or to comply with the terms of this agreement, the client shall be liable for all costs of collection against said obligation, including but not limited to attorney's fees and costs.

8. Law Governing Disputes

The parties agree that the law of the State of California will govern all disputes under this agreement and determine all rights hereunder. The parties have executed this agreement in Sacramento, California.

9. The performance of this contract is subject to acts of God, government authority, disaster, or other emergencies unknown to either parties and of which make it illegal or impossible for either party to perform its obligations. It is provided that this contract may be terminated for any one or more of such reasons by written notice from one party to the other without liability.

10. Rental Agreement

Client assumes full responsibility for all rented items, including their safe and proper use, operation, maintenance, and return. Client is responsible for all losses, damages, or repairs. You will receive notification within 1 to 2 weeks of the pick up/return if an item is damaged.

Damages include, but are not limited to, wax stains, burns, tears, etc. A replacement cost will be billed for the total amount of each item damaged.

Accepted and Agreed to:

California Automated Consortium Eligibility System

By: _____

Name _____ DATE _____

Title _____

HANNIBAL'S CATERING & EVENTS

NAME OF SALES REP. Catherine Treadway

SALES REP. SIGNATURE: _____ DATE: _____

Hannibal's Catering & Event
8141 37th Ave
Sacramento, CA
916-638-4363 (direct line)
916-638-3466 (fax)