

CATERING CONTRACT

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

CLIENT

(the "Client")

CATERER

Moni's Soulfood Fiesta
13 Douglas Ave., Elgin, IL 60120
(the "Caterer")

BACKGROUND

- A. The Client requires catering for a single event (the "Event") and 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"):
 - a. The caterer will provide buffet-style catering, tables, chairs, silverware, plates, and cups.; and
 - b. The caterer will provide an attendant to maintain food..
2. The venue for the Event and delivery of the Services is:
 - The Living Room 13 Douglas Ave., Elgin, IL 60120.
3. The time for the Event and delivery of the Services is:
 - _____
_____.
4. 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

5. This Agreement is of full force and effect from the date of this Agreement until the Event is over, subject to cancellation as provided in this Agreement.
6. In the event that either Party wishes to cancel this Agreement, that Party must provide written notice to the other Party at least 3 days before the Event starts.

PERFORMANCE

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

CURRENCY

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

COMPENSATION

9. The Caterer will charge the Client for the Services as follows (the "Compensation"):
 - The Client will be required to provide The Living Room rental fee of \$150.00 and a refundable security deposit of \$150.00 upon booking reservation.
 - Each reservation will be for 3 hours in length.
 - A fee of \$50.00 for each additional hour over the scheduled event time.
 - The Caterer will allow The Client to begin decorating 1 hour before the event.
 - No eating or drinking on couches. If any stains are found during closeout walk-thru after the event, the Client will have proper amounts deducted for cleaning from the security deposit.
 - All food and beverages are to remain at the table set up during the event.
10. Invoices submitted by the Caterer to the Client are due upon receipt.
11. 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.

MENU DETAILS

12. The Caterer agrees to provide the following menu items:
 - The client must order from the catering menu.
 - No outside food allowed (besides cake)
 - No alcoholic beverages allowed.

CONFIDENTIALITY

13. Confidential information (the "Confidential Information") refers to any data or information relating to the

business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

14. 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 of this Agreement and will survive indefinitely upon termination of this Agreement.

OWNERSHIP OF INTELLECTUAL PROPERTY

15. 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.
16. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Caterer.

RETURN OF PROPERTY

17. 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

18. 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

19. 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

20. 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

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

NOTICE

22. 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. _____

b. Moni's Soulfood Fiesta
13 Douglas Ave., Elgin, IL 60120

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

23. 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 directors, shareholders, 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 directors, shareholders, 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

24. The Client is responsible for full payment of fees upon booking the event. (Room rental and refundable security deposit) Failure to do so will cause event cancellation.

25. The Client agrees to book the event two weeks in advance. Menu choices are due upon booking of the event.

26. The Client agrees to provide the Caterer with a 72-hour cancellation notice. If canceled outside of 72 hours the deposit is nonrefundable.

27. The Client must order off the catering menu.

- Catering attendant will be present to maintain food.
- No outside food permitted. (cake only exception)
- No alcoholic beverages allowed.

28. Outside decorations are allowed.

- Decoration set-up allowed 1 hour prior to the start of the event.
- Only scotch tape use allowed for decorations.
- All decorations must be removed after the event.
- Any damages to furniture will be deducted from the deposit.

MODIFICATION OF AGREEMENT

29. 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

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

ASSIGNMENT

31. 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

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

ENUREMENT

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

TITLES/HEADINGS

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

GENDER

35. 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

36. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois.

SEVERABILITY

37. 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

38. 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 and seal on this _____ day of _____, _____.

_____ (Client)

Moni's Soulfood Fiesta

Officer's Name: _____