

CATERING AGREEMENT

THIS CATERING AGREEMENT (“Agreement”) is made this ___ day of _____, 20___ (“Effective Date”), by and between CAROLINA SMOKE LLC, a Washington limited liability company (“Carolina Smoke”), and _____ (“Client”).

1. Services. Carolina Smoke shall perform catering and event services (“Services”) to Client for the event described on Schedule A (the “Event”), and Client authorizes Carolina Smoke to procure the goods and services necessary or desirable to perform the Services. Client shall provide and/or make available certain equipment, materials and supplies to Carolina Smoke in connection with the Event and Services, as described in Schedule A. Unless otherwise agreed by the parties in writing, all catering services performed by Carolina Smoke are self-serve, buffet style, and Carolina Smoke shall not be obligated to provide server staff for an Event.

2. Event Fees and Payment Schedule. As payment for the Services for the Event, Client shall pay to Carolina Smoke the total Event fees as set forth on Schedule A. On the Effective Date of this Agreement, Client shall pay fifty percent (50%) of the total Event fees to Carolina Smoke (“Initial Payment”). The remaining fifty percent (50%) of the total Event fees shall be paid by Client to Carolina Smoke on the day of the Event. In the event of any late payments by Client, or any additional or unanticipated expenses in excess of the Event fees (“Additional Costs”), Carolina Smoke will invoice Client for the Additional Costs promptly following the Event. All Additional Costs are due and payable by Client not later than ten (10) days after Client’s receipt of the invoice from Carolina Smoke.

3. Cancellation by Client. Provided that Client is not in default of its obligations hereunder, Client has the right to cancel this Agreement without cause by delivering written notice to Carolina Smoke of such cancellation. In the event Client cancels a Schedule, Carolina Smoke agrees to refund certain amounts paid by Client as follows: (i) 100% of the Initial Payment if Client cancels a Schedule within two (2) calendar days of making the Initial Payment, and (ii) 50% of the Initial Payment if Client cancels a Schedule at least seven (7) calendar days prior to the Event. In the event Client cancels a Schedule less than seven (7) calendar days prior to the Event, Client shall not be entitled to any refund and Carolina Smoke will retain the entire Initial Payment.

4. Termination for Cause. Either party may terminate this Agreement for material breach or default of the other party if such breach or default is not cured within five (5) days’ of written notice to the breaching party. If Carolina Smoke has terminated this Agreement by reason of Client’s breach, Carolina Smoke shall be entitled to retain any and all sums paid by Client, in addition to exercising any and all remedies available at law or in equity.

5. Indemnification/Assumption of Risk/Limitation of Liability. Client shall indemnify, hold harmless and defend Carolina Smoke, its officers, directors, members, employees, subcontractors and agents from against any and all losses, claims, liability, damage, action, judgment recovered from or asserted against them, or other expense (including, without limitation, attorneys’ fees and expenses), arising out of or relating to any third-party claim of negligence, property damage, personal injury or death arising from or related to the Event, the Services performed by Carolina Smoke, and/or acts or omissions of Client, its agents, contractors, employees or invitees in connection with the Event. Client assumes all risk of injury to its employees, agents, contractors, invitees or any attendees at the Event from any cause, and hereby waives all claims in respect thereof against Carolina Smoke. The foregoing indemnification and assumption of risk shall not be effective to the extent that property damage or personal injury results directly from the gross negligence or intentional misconduct of Carolina Smoke. EXCEPT FOR INDEMNIFICATION OBLIGATIONS HEREUNDER, (A) UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM ANY PROVISION OF THIS AGREEMENT AND (B) NEITHER PARTY’S TOTAL LIABILITY TO THE OTHER PARTY FOR ANY CLAIM ARISING UNDER THIS AGREEMENT SHALL EXCEED THE TOTAL AMOUNT PAID BY CLIENT TO CAROLINA SMOKE UNDER THIS AGREEMENT.

6. Entire Agreement/Amendments/Counterparts. This Agreement and Schedule A constitutes the entire agreement between the parties, supersedes all prior agreements, and may only be modified by the parties in writing. This Agreement may be executed in any number of counterparts, each of which will be deemed an original and will constitute one signed agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

CAROLINA SMOKE

CAROLINA SMOKE LLC,
a Washington limited liability company

By: _____
Name: David Hayward
Title: Member

Address

23806 Bothell Everett Hwy, Suite A
Bothell, WA 98021
Phone (Catering): (425) 891-3566
Phone (BBQ Shop): (425) 949-8672
Email: info@carolinasmoke.com

CLIENT

By: _____
Name: _____
Title: _____

Address

Phone: _____
Email: _____

SCHEDULE A

EVENT DESCRIPTION:

EVENT NAME: _____

EVENT DATE(S): _____

EVENT TIME: _____

EVENT LOCATION: _____

ESTIMATED NUMBER OF GUESTS: _____

CATERING SERVICES AND FEES: