## CONN'S CATERING TERMS AND CONDITIONS

Thank you for choosing Conn's Catering for your upcoming event. Our staff and management are committed to providing all the professional services required to make your event an absolute success. As with most successful businesses, certain guidelines and procedures will help ensure your requests and our requirements are understood. Please review the following terms and conditions and contact your Catering Representative with any questions.

- 1. <u>Scheduling Events</u>: For events totaling over \$5000.00, a \$2,000.00 non-refundable deposit is required at the time of booking to secure your desired event date. For events totaling \$1-\$4,999 a 25% non-refundable deposit is required at the time of booking to secure your desired event date. This deposit will be applied to the final billing invoice.
- 2. Payment Terms: Payment of 50% of the cost of the event is due a minimum of 60 days prior to the event. Full payment is due 14 business days prior to the event along with signed confirmation of invoice. Payment for established business accounts are due upon receipt of invoice. All accounts are subject to a delinquent payment charge of 1.5% per month (18% annually) with a \$25.00 late fee. In the event Conn's Catering is required to hire an attorney for the purposes of collecting any amounts due from client, the attorney fees and court costs incurred by Caterer will be due and payable from client.
- 3. <u>Guest Count</u>: Client agrees to inform the caterer, by phone or in writing, 14 days in advance of event, as to the final number of guests. All changes related to the services listed in the invoice must be made no later than this date. Client will be charged for the number of guests and services on the invoice if no alternate final number is received. After confirmation of your event, the number of guests may not be lowered.
- 4. <u>Client's Responsibility</u>: The Caterer is not responsible for any items provided by client to the event. (i.e. beverages, flowers, cake, gifts, additional foods, dishes, glassware, serving pieces, etc.) The caterer is only responsible for those items listed on invoice as provided by caterer and no other items. It is understood that the client will conduct the event in an orderly manner, and in full compliance with all applicable laws, ordinances and regulations, and facility contract.
- 5. **Facility Fees**: Should function be held in a facility requesting additional fees or permits for the Caterers use of the facility, these additional fees will be invoiced to the client.
- 6. Alcoholic Beverages: Client agrees to take all responsibility for the action of guests who are consuming alcoholic beverages during and after the event. DRAM Shop insurance may be required, please consult your event facility. Caterer will exercise the right to refuse alcohol to any guest who is intoxicated or individuals not of legal drinking age. Conn's Catering is fully licensed and insured for bar service. All of our bartenders are professionally trained, certified, and have completed the Illinois "Beverage Alcohol Sellers and Servers Education and Training" (B.A.S.S.E.T) to protect the safety of you and your guests. All alcohol provided by Conn's Catering remains the property of Conn's inventory as you are paying for hourly service, not per bottle. We provide extra product for each event.
- 7. <u>Time Schedule</u>: Client agrees to begin the event promptly at the scheduled guest arrival time on the invoice and to vacate the facility at the indicated guest departure time. The client further agrees to pay overtime charges or other expenses incurred if the event continues past the indicated guest departure time.
- 8. <u>Default</u>: Caterer's performance is contingent upon the absence of strikes, labor disputes, accidents, severe weather, or any other cause beyond the caterer's control. The caterer assumes no responsibility in the event the event the facility is unwilling or unable to have the event take place on the event date. Caterer, may, at its sole discretion, make reasonable substitutions to menu, equipment, and other services listed on the invoice.
- 9. <u>Cancellation</u>: A cancellation of contract will only be accepted in writing. If written cancellation is received 60 days prior to the event, the 50% payment, less the non-refundable deposit, will be refunded. If cancellation is received less than 60 days prior to the event date, client will be responsible for all costs incurred by the caterer by reason of breach thereof, and all payments will be retained as liquidation of damage.
- 10. <u>Prices</u>: Prices stated are subject to change according to the market price of products and with final guaranteed number of guests. Caterer will inform Client of market price changes no later than 30 days prior to the event. Client will have the option of revising products and service to reduce costs prior to payment as described in Terms Upon payment the final price is fixed and may only change due to a change in number of guests or mutually agreed upon changes in the services and products provided

SIGNATURE:
OSIT: \$ DATE PAID:
RATION DATE: CODE CHK #
DATE:

Conn s Caje ana Catering, Inc. An Illinois Corporation.