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CATERING AGREEMENT

The CLIENT is the PRIMARY CONTACT and RESPONSIBLE PARTY, hereby referred to as “CLIENT.” This catering agreement is between Arcady Ridge Ranch LLC, hereby referred to as “CATERER,” and the CLIENT.

The CLIENT is responsible for all decisions and communication related to the event. The CATERER will only provide services and take direction as from the CLIENT, based on the details agreed upon, in writing in this agreement and the final menu and invoice as presented with the Reservation Confirmation.

EVENT DETAILS

Event Location: _____ Type of Event: _____

Event Start Date: _____ Event Start Time: _____

Event End Date: _____ Event End Time: _____

Will a catering kitchen available at the event venue with access to hot and cold potable water? Y/N

GUARANTEED ATTENDANCE: The CLIENT will be asked to confirm the total number of guests that will be attending at least thirty (30) days prior to the date of the event. The attendance figure provided by this date will be the guaranteed minimum and cannot be reduced. If the CLIENT does not provide a final attendance figure by this date, then the Expected Attendance number provided below will be used for the preparation, staffing and food quantities for the event. The CATERER will bill according to the attendance figure, or the total number of guests in attendance, whichever is greater.

_____ Expected Guest #

PAYMENT TERMS: 50% of the estimated catering balance is due upon booking to secure the date(s) for the event. Final payment is due (14) fourteen days prior to the event. Payment will be collected via digital invoice within the digital client terminal, unless other arrangements are made. A 3% credit card processing fee will be added to all payments made via credit card. Payment via cash or check can be arranged prior to booking.

RESERVATION CONFIRMATION: The CATERER must receive final guest count and menu selections, along with other pertinent details, at least thirty (30) days prior to the date of the event. This is the minimum number of guests, however, the CATERER can plan for additional guests up to fourteen (14) days prior to the date of the event. Meal preparation is increased by a buffer of 5% of the total guests count to ensure adequate food is available for unaccounted for guests. This is not charged to the CLIENT unless additional guests attend.

DEPOSIT & PAYMENT TERMS: A 50% deposit is due in order to finalize any catering reservations. The remaining balance is due fourteen days prior to the event date.

TAX AND SERVICE CHARGE: The CLIENT is responsible for the payment of all state sales tax incurred in connection with the event, which is assessed within the county of service. In the year 2022, sales tax in Fremont County, Wyoming catering services will be billed out at 5.5%. And 6% in Teton County, Wyoming.

Food, Beverage, and Service Fees are taxable. If you are a tax exempt organization, please provide us with proof of Sales and Use Tax Exemption provided by your state, which must be returned with the deposit upon booking. If this Certificate is not attached and returned along with the Contract, sales tax will be charged.

Some events require a fuel surcharge for travel, reimbursement for overnight accommodation, and a pantry fee for certain items. These charges will be assessed and discussed with CLIENT prior to invoicing.

SERVICE CHARGE

A 20% service charge will be added to all invoices. This encompasses fuel charges, delivery, pantry fee, and gratuity for all staff, both front and back of house, working on the event.

EXAMPLE OF ADDITIONAL CHARGES

China, Napkins, Goblets, Flatware: \$6.00 per person

Linen Tablecloths: \$10.00 each

Equipment Rental: Smoker, specialty grills, snowcone or popcorn machine, ice cream dispenser, etc.

RESPONSIBILITIES

Unless otherwise arranged thirty days prior to the event, CATERER will provide table coverings and flowers for the buffet table, bar/drink, and dessert table as appropriate to the event, heavy duty white disposable plates, cutlery, dinner napkins with the Arcady Ridge Ranch logo, and clear plastic cocktail cups. CATERER will only be responsible with cleaning those areas and items directly associated with the caterer's buffet table and any areas used directly by the CATERER and will leave these areas and/or items in the same or better condition as found upon arrival. Examples include the use of a kitchen, prep table, storage area. The CLIENT is responsible for procuring services for all other aspects of the event to satisfy the requirements of the venue at which the event is located. Examples include table and chair set up, decoration, table and chair removal, cleaning of the venue. For events taking place at the Headwaters Arts and Conference Center or Dennison Lodge, CLIENT agrees to pay the fee to reserve the kitchen for the day of the event, as well as 1 day prior to the event and one day after the event. CLIENT agrees that the kitchen space in these locations will be for the exclusive use of CATERER and catering staff, and will be clean and free from any other event related items. Examples include: guests personal food items, party decorations, leftovers from previous day. CLIENT agrees that the CATERER may kindly ask event guests to refrain from loitering in the kitchen.

CANCELLATION

A FULL EXECUTION OF THIS CONTRACT IS A COMMITMENT TO THE CATERING AGREEMENT AS OUTLINED ABOVE

This agreement may be cancelled only by written notice from CLIENT to Executive Chef, Traci McClintic via email at: info@arcadyridgeranch.com

If the CLIENT cancels less than fourteen days prior to the event, he or she will be held responsible for 100% of the total invoice. Any catering that cannot be completed due to an Act of God shall still be charged for 100% of the total invoice. For this reason, and all other unforeseen circumstances, the CLIENT is encouraged to purchase event insurance.

In the unlikely event that the CATERER should cancel, the CLIENT will be refunded ONLY the amount that has been paid to CATERER within ten days of cancellation the cancellation date.

FOOD AND BEVERAGE SERVICE AND CONSUMPTION: The CATERER will provide all food and beverages and the CLIENT agrees that outside food or beverages will not be brought to the event venue without prior written consent. The CATERER reserves the right to confiscate food or beverages that are brought to the venue without the CATERER's consent. Food or beverages must be consumed during the times specified for the event. Leftover items will be packaged in containers and stored in cold holding for up to 1 day after the event for the CLIENT to retrieve and take home. Arrangements can be made to donate leftover items to the local Senior Center or Food Bank if the CLIENT prefers.

ALCOHOLIC BEVERAGE SERVICES: It is our policy to serve alcohol in a responsible manner. Arcady Ridge Ranch LLC reserves the right to refuse alcoholic beverages to anyone who appears under the age of 21 or in the sole opinion of the catering staff, appears intoxicated. All State, City, and County Alcohol Beverage Commission rules will be strictly enforced.

LIABILITY RELEASE AND INDEMNITY WAIVER

The CLIENT agrees to the CONDITIONS OF BOOKING as follows: 1) The cost of catering includes only those items described in the catering agreement and any associated invoices associated with doing business with Arcady Ridge Ranch LLC catering services, other costs incurred from ancillary services and outside products not provided by the CATERER (Example: tent rental, portable toilet rental, florist, event planner, shuttle services) should be paid directly to the vendor providing such products and/or services; 2) If the CATERER cancels a catering event at any time, the CATERER will refund only the amount the CLIENT has paid to ARCADY RIDGE RANCH LLC for catering services; 3) The CATERER is not responsible for problems CLIENT may have due to travel delays or restrictions, medical problems, customs regulations, natural disasters, acts of terrorism, acts of war, or actions of other carriers; 4) CATERER is not responsible for problems CLIENT may have with other vendors, products, their actions, supplies, and/or services. 5) CATERER is not responsible for loss or damage to outside equipment, products supplies, personal belongings brought to the event by the CLIENT or event guests.

RELEASE, INDEMNIFICATION, AND ASSUMPTION OF RISK

CLIENT may be providing his or her own porta potties, and/or tent, as well as other products and services that are not provided by CATERER. The client agrees to the following:

(a) Release. THE CLIENT HEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASES, FOREVER DISCHARGES, AND AGREES NOT TO SUE OR BRING ANY OTHER LEGAL ACTION AGAINST ARCADY RIDGE RANCH LLC, its managing members, executive chef, officers, agents, employees, interns, and volunteers with respect to any and all claims and causes of action of any nature, whether currently known or unknown, which the CLIENT, or any participant at the event, have or which could be asserted on behalf of the CLIENT in connection with use of Arcady Ridge Ranch LLC or the use of additional products and services not provided by the CATERER (ie: tents, porta potties, table/chair rental, shuttle services, etc), including but not limited to, claims of negligence; negligence *per se*; misrepresentation; premises liability, products liability, tort claims, statutory claims/violations; breach of warranty; and breach of contract.

(b) Indemnification. The CLIENT hereby agree to indemnify, defend and hold harmless ARCADY RIDGE RANCH LLC, its managing members, executive chef, staff, interns and volunteers from and against any and all liability, cost, expense or damage of any kind or nature whatsoever, including, but not limited to, property loss; personal injury; medical bills; pain and suffering; loss of income; impairment and disfigurement; and from any suits, claims or demands, including legal fees, attorney's fees and expenses whether or not in litigation, arising out of, or related to, CLIENT'S participation in the event. Such obligation on the part of the CLIENT shall survive beyond the period of the CLIENT's participation in the event.

CLIENT agrees an electronically transmitted signature has the same force and effect as an original.

This AGREEMENT shall not be canceled, modified, or changed in any manner except by the written agreement of both CATERER and CLIENT. The invalidity of any portion of this RELEASE shall not affect the validity of the remaining RELEASE.

It is agreed that this RELEASE and its provisions shall be governed by the law of the State of Wyoming, a state of the United States, and the state court in Fremont County, Wyoming shall be the sole and exclusive jurisdiction and venue for any legal proceeding relating to the subject matter of this RELEASE or any services provided by or any acts or omissions of CATERER.

If CLIENT fails to comply with any of the terms of this RELEASE, CLIENT shall be responsible for the payment of all attorneys' fees, costs and expenses incurred by CATERER in responding to any such breach or in enforcing this RELEASE.

THE UNDERSIGNED CLIENT HAS READ AND FULLY UNDERSTANDS THIS RELEASE WHICH MUST BE COMPLETELY SIGNED AS INDICATED AND RETURNED BEFORE CATERING SERVICES WILL BE PROVIDED.