# **SchedCATERING SERVICES TERMS AND CONDITIONS**

**Pricing & Minimums**

Food2door Catering reserves the right to require a minimum number of guests per menu or per event. Guest minimum amounts, menu prices, menu items, and any other services or products offered by food2door are subject to change at any time, without notice, based on resources, availability and other factors. There may be a time lag between any changes to prices, minimum guest requirements, and menu items or any other products/services, and when those changes appear on the website or on any other materials. Specific guest minimums, menu prices, menu items and service/products offerings will be confirmed by a food2door Catering representative when you discuss your event with our staff.

To guarantee your private or Corporate function, **50% of the anticipated total cost is required at time of ordering** *(unless other arrangements have been made in advance)*. Remaining Balance is to be paid **three (3) days prior** to the date of function, *(unless other arrangements have been made in advance & in writing)*. Corporate Clients can apply for payment terms allowing for remaining balance to be paid at time of event or within 14 days after event has been executed.

Form of Payments accepted: Cash, Check, Visa, Master Card, American Express or Discover. Additional charges will be incurred when an event time exceeds the scheduled time, additional meal service personnel, or any other goods /services.
**Signature on Contract is required.**

Client can perform any alterations/revisions to said contract up and until ten (5) days prior to event. Final head count for private events is **due and must be conveyed to our office five(5) days prior** to function. Corporate clients have until **five (5) days prior to corporate function for forward attendance.** This number is considered your minimum guarantee attendance and cannot be lowered after that date. We will accept any increase in guarantee number until 5 days prior to event.

**Due to increasing costs & changing compliance regulations, a new policy for the use of credit cards to pay all or part of the total cost of your event order will be implemented on May 12 2022. A 2.9% surcharge fee will be assessed on all Visa, MasterCard, Discover Card and American Express credit card transactions. This fee is not greater than our cost of acceptance. No transaction fee will be assessed on payments made by cash, check, EFT or ACH.**

**Price Guarantees**

Prices are firm for booked catering events held within one year of the date of contract, unless list price/market price of items increases by **greater than 12%** and any State and Government tax increases.

All prices are subject to 6% state sales tax (unless you provide proof that you represent a tax exempt organization).

Prices listed on the website are subject to change at any time without notice. Food2door Catering will not be held liable for any website price changes or for price changes that have taken place but have not yet been reflected on the website. Website prices must be verified by food2door Catering with the customer. The customer has the right to choose whether to agree to stated prices and sign a contract for catering services, or whether to decline to do business with food2door Catering based on the prices quoted by food2door Catering staff.

**Cancellations**

In the event of the cancellation of your scheduled event **within** thirty day's of your booking date, your deposit will be returned-less a 25% handling charge. After thirty day's from booking date- Your entire deposit is **non-refundable**. If booking date occurs within thirty days of your event, your deposit is **non-refundable**. In the event of the cancellation occurring within seven day's of your booked event, you will be liable for the **entire** event balance.

**Catering Performance**

Performance of this agreement is contingent upon the ability of the Caterer to complete the same and is subject to disputes, strikes, accidents, transportation, availability of foods, beverages or supplies and other causes whether enumerated herein or not. Beyond the control of the Caterer preventing or interfering with the performance of this agreement. Caterer's liability shall be limited for any breach or non-performance of the agreement or any part thereof to the amount paid for the initial deposit. Caterer shall not be liable for damages, consequential or otherwise other than for the return of the referenced deposit. Caterer is not responsible for damage or loss of any personal property at your event premises. You are responsible for the damages, theft, breakage and/or loss at or to the premises.

**Food Service**

At the time of the event an actual count will be made of those attending and payment in full will then be made for any additional persons attending beyond guaranteed attendance. Dietary substitutions can be made available at time of booking. Persons receiving substitute meals must be identified by a special ticket. Any overage on the guarantee guest total may result in a different food item being served.

At the discretion of food2door Catering staff, leftover cooked food may remain with client whereas on site refrigeration is accessible to our staff. After which Client assumes all liability resulting in failure to properly maintain safe food temp's and storage of food.

See Questions & Answers link for further clarification

**Liability**

Food2door Catering, Inc. reserves the right to inspect and control all functions. Waiver of Liability; the client agrees to irrevocably and unconditionally release food2door Catering from liability, claims, actions and causes of action arising out of or related to any loss, damage, illness, death or injury sustained by any participant in connections with any food, services, personnel, beverages, rental items not directly provided by food2door Catering Inc.

**Miscellaneous Information**

* Tax Exempt Groups must supply their tax exempt certificate upon booking event.
* VENUE setup including rental equipment, centerpieces etc is considered a service enhancement that is available for an additional fee. Rates vary depending upon extensiveness of setup and can be discussed with our Catering Director or Client Service Department.
* If your event contains rental equipment (tables, chairs, linen, tents, dance floors etc). A Rental Delivery & Pickup Fee will be assessed: $30-50 rates vary due to proximately of site location to headquarters.
* Cake Scoring & Plating Service is $75. Waived for events greater than 175 attendants
* Sit down & Family Style service is available for additional fee. Please discuss with our Catering Director or Event Coordinator .
* Delivery/Fuel Fee is applicable on all events that are greater than 40 miles round trip from our headquarters in Tucson . Fees are $25 and up depending upon venue proximity to our headquarters..
* Additional Labor Fee applicable for any additional staff or extended service hours requested by client or for Butler Passed Appetizer & Drink Service. $25 hourly rate applicable for Wait staff or Non Alcohol beverage attendants, $35 for Certified Bartenders. Travel time will be assessed to requested time frame of the above services.
* Food2door Catering offer Taste Testing Appointments for weddings and other joyous occasions. Please discuss your options with our Catering Director. *(subject to availability; please refer to Questions & Answers link)*

**uling:**

* Deposit of 25% deposit is due upon signing of catering agreement to schedule [EVENT DATE].This payment will be applied to the total invoice.  Booking is not complete without deposit payment.

**Costs:**

* Menu - All prices are based on current market of food ingredients.  Prior to booking, prices of menu items may change.  Prices or menu will remain unchanged if a signed and paid catering agreement is in place with D's Family Kitchen, except any changes that are made afterwards.
* Taxes - In addition to the contract price, Customer will be charged and responsible to pay all applicable state and local taxes. If Customer is tax exempt, Customer must submit the tax exempt certificate to D's Family Kitchen at the time of booking the event.
* Additional Charges.
	+ D's Family Kitchen charges $25 delivery fee for all drop-offs, but may vary based on distance of the Event from the Caterers kitchen.
	+ Drop-offs set-up that are non-staffed are free of charge, but charges may vary based on the event set-up.  If equipment rentals are part of the Event and a breakdown is required, a member of our catering team need to return to break down at the designated time.  An additional 20% Event Fee is charged for each Event set-up.  The fee will cover administrative expenses and service vehicles gas.
	+ All equipment and supply rental costs are separate. Scheduling will be arranged by D's Family Kitchen Staff.  Events with Services rendered, D's Family Kitchen will waive the Event Fee.
	+ D's Family Kitchen will not discount or reduce prices if the actual number of your guests at the time of the Event is less than the guest count submitted by the deadline outlined in the Catering Agreement.
* Damage and Liability - D's Family Kitchen maintains general liability insurance for the services we provide. Customer understand that D's Family Kitchen shall not be responsible for the loss of or damage to any items provided, rented or furnished by Customer unless such loss or damage was caused solely by the negligence or misconduct of D's Family Kitchen.
* Collections - Any amounts due after the Event are due immediately and shall be overdue after seven (7) days of the Event date will accrue interest at a rate of 1½% per month (unless otherwise agreed in writing by D's Family Kitchen). In the event that D's Family Kitchen takes any action (whether or not litigation is instituted) to collect unpaid amounts due to D's Family Kitchen, Customer agree to pay the reasonable costs of collection (including court costs and attorney’s fees).

**Payment Terms:**

* The final balance is due thirty (30) days prior to the event date.  Any payments will be applied to the total invoice.   After final payment is made all additional charges, i.e., additional equipment, menu items or services will be charged prior to the event with payment due immediately.  Upon payment of the deposit, 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.   Acceptable payments are PayPal, credit/debit cards, cash or cashier’s check/money orders.  No checks are accepted, unless mutually discussed and agreed upon.
	+ Inform D’s Family Kitchen of final number of guests within thirty (30) days in advance of event.  If guest count drops more than 10%, pricing and labor must be recalculated.  All changes related to the services listed in the invoice must be made no later than this date.  Charges for the number of guests and services will remain unchanged on the invoice if no alternate final number is received.  After confirmation, the number of guests may not be changed.
* **Responsibility:**
	+ Customer - D’s Family Kitchen will assist with any additional items during the event.  However, we are not financially responsible for any items provided by customer for the event. (i.e. beverages, flowers, cake, gifts, etc.) . We will only be responsible for those items and services listed on the Catering Agreement as provided by us.  It is understood that the customer will conduct the event in full compliance with all applicable laws, ordinances and regulations, and facility contract.  Please note that food safety is important to D’s Family Kitchen.  Please inform us of any known food allergies Customer or guests may have.
	+ Caterer - D's Family Kitchen can manage all of your event needs, including event coordination for all events, staffing, and providing tables, chairs, linens, china and floral arrangements. Rentals and Event Services are charged in addition to catering services.  Caterer’s performance is contingent upon the absence of 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.

**Equipment:**

* D’s Family Kitchen rents equipment for Customer event needs.  Rented equipment must be utilized as intended and returned in its original state to the Caterer. If product is damaged, the rental fee specified in the Catering Agreement will cover costs. Additional cost may be incurred for lost or stolen equipment for recovering costs. Caterer will inform Customer of any/all costs.  Caterer will invoice Customer any additional costs incurred, which should be paid upon receipt.
* **Cancellation:** A cancellation of contract will only be accepted in writing via mail or e-mail.  If written cancellation is received thirty (30) days prior to the event, the 25% deposit will be refunded including all payments.  If cancellation is received less than thirty (30) days prior to the event date, client will be responsible for any costs incurred by the caterer by reason of breach thereof, and the 25% deposit payment will be retained, including all payments to determine overall liquidated costs. Unless other arrangements have been made prior between Caterer and Customer.  The final invoice will provide details with total refund amount.

**Services:**

* Services provided are managed independently.  However, to ease the burden of working with each individual company, D’s Family Kitchen will obtain all information and the service will contact the Customer to discuss specific details for the event.
* Event Timeline and Staffing - Each Event is unique and will require a different timeline. Details will be discussed prior to booking to ensure staff and needs are met. Event staffing is based on the guest count and date of event.  D's Family Kitchen staff will discuss service plan for Event prior to booking. Pricing may vary based on event needs.  If your Event exceeds allotted duration, additional hours will be invoiced to Customer at the rate outlined n the catering agreement per Service.
* D’s Family Kitchen provides a free customized menu(s) for the event and one will be created base on the event colors/theme .  Please provide at booking and any additional details.
* Tastings are provided for selected food menu items at no cost to the bride and groom.  There will be a costs of $15 per person for additional participants.  Please contact us to schedule a mutually agreed upon date & time.

Thank you for your interest in D's Family Kitchen.  We look forward to providing you and your guests with great service in the near future! Please feel free to contact us to discuss any details.