



OUTSIDE CATERING AGREEMENT

1. DATE & GUEST COUNT

- a. Date of Event: _____
- b. Start Time: _____
- c. Estimated Guest Count: _____

2. PAYMENT TERMS

- a. A non-refundable payment is due at the time of booking, based on the estimated/original guest count at the time of booking.
- b. Any other unpaid balances and/or add-ons (i.e. beverages, count increases, etc...) must be paid in-full the day of event.
- c. All past due balances are subject to a 1-1/2% interest charge per month (18% per year) or the highest amount allowed by Wisconsin law.

3. GUEST COUNT & FINAL MENU

- a. Client may adjust the guest count until 7 days prior to the event.
- b. The Final guest count is due 7 days prior to the event.
- c. The Final guest count cannot decrease within 7 days of the event.
- d. The final menu must be finalized at least 14 days prior to the event.

4. SERVICE OPTIONS

- a. _____ Pick Up: Food, containers and disposable cutlery packets, and condiments will be ready for pickup at 2100 Dawson Avenue in La Crosse, WI at the scheduled start time.
- b. _____ Drop Off: Food, containers, disposable cutlery packets and condiments, will be dropped off at the address provided at the scheduled start time. Buffet setup is provided by Celebrations. All cleanup is the responsibility of the Client. Tables and chairs provided by client.
- c. _____ Full Service: Food, plates, silverware, buffet staff and bussing staff provided by Celebrations. Full service is available on full entrees meals and select menus options only. See event planner for details.
- d. Client is responsible for providing adequate power and/or water to Celebrations to the service location if power is required.

5. DATE CHANGE(S) AND CANCELLATIONS

- a. Client may change the Date of Event 14+ or more days without penalty and receive a full refund, minus \$200. Or reallocate to a new date within the calendar year.
- b. If Client changes the date or cancels within 7 days from the Date of Event, all monies paid are retained in full by Celebrations.

6. FORCE MAJEURE



CELEBRATIONS
ON THE RIVER

- a. Celebrations shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control, including but not limited to acts of God, acts of nature, war, strikes or labor disputes, embargoes, government orders or any other force majeure event.

7. LIABILITY

- a. Client expressly agrees that Celebrations shall not be liable to Client or others, including Client's guests and invitees or service providers or contractors, for damage or loss of personal property located in or about the Premises. The Client, hereby indemnifies and hold harmless Celebrations, its members, owners, managers, employees, officers, representatives, and agents, from and against any and all claims or liability for property damage or loss arising from the use and occupancy of the Premises by the Client or Client's guests or invitees contractors or service providers.
- b. Client expressly agrees that Celebrations shall not be liable for any injuries to Client or others, including Client's guests and invitees, service providers or contractors, unless such injuries are directly caused by the intentional or negligent acts or omissions of Celebrations. Client, hereby indemnifies Celebrations, its members, employees, officers, representatives, and agents, from and against any and all liabilities, damages or personal injuries arising from the use and occupancy of the Premises by the Client or Client's guests or invitees, service providers or contractors.

8. AMENDMENT

- a. Terms and Conditions may be modified or amended from time-to-time as determined solely by Celebrations. The Client will be provided with notice of such changes and amendments which shall be binding on the Client.

9. ENTIRE AGREEMENT/BINDING

- a. THE INVOICE AND TERMS AND CONDITIONS SET FORTH HEREIN SHALL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES. CLIENT AGREES TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH HEREIN AND IN THE ORDER INVOICE. The Invoice and these Terms and Conditions supersede any prior written or oral agreements between the parties. The Terms and Conditions and Invoice shall be binding on the parties hereto and their successors and assigns.

10. SEVERABILITY

- a. If any provision of the Terms and Condition or Order Invoice shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. The invalidity or unenforceability of any provisions of this Agreement shall not affect or impair any other provisions.

11. APPLICABLE LAW

- a. This Agreement shall be governed by the laws of the State of Wisconsin.

I confirm that I have read the Agreement and agree to all items and provisions contained therein.



CELEBRATIONS

ON THE RIVER

Signature

Signature

Printed Name

Printed Name

Date

Date

Phone

Phone

Email

Email

Address

Address

City, State, Zip

City, State, Zip

Celebrations Representative

Date