



3 C's Catering, LLC.

Contract and Terms

Payment Schedule:

A non-refundable, non-transferrable initial payment is required to secure your event date of [REDACTED] ("Your Event" or the "Event"). The initial payment will cover the multiple communications, meetings, site visits, private or group tastings, contract and menu revisions, and other related preliminary tasks and expenses related to the initial planning of the Event and will serve as a guarantee that 3 C's Catering, LLC's ("3 C's") food and services will be provided for Your Event on the date contracted on invoice [REDACTED].

Client agrees to adhere to the following payment schedule:

Initial Payment:

\$150 - - For events \$1 - \$1000.

\$500 - For events \$1,001 - \$2500.

\$750 - For events \$2,501 - \$5000.

\$1,000 - For events \$5,001 - \$10,000.

\$1,500 - For events \$10,001 or higher.

ALL INITIAL PAYMENTS ARE NON-REFUNDABLE AND NON-TRANSFERRABLE AND ARE DUE UPON CONTRACT SIGNING. THIS CONTRACT SHALL NOT BECOME BINDING AND THE EVENT WILL NOT BE RESERVED UNTIL 3 C'S RECEIVES A FULLY EXECUTED CONTRACT AND THE INITIAL PAYMENT FUNDS CLEAR 3 C'S ACCOUNT.

Payment of Contract Balance:

Unless agreed upon in writing by the parties otherwise, the balance of the contract will be due when the final guest count and details are finalized and in no event less than **ten (10) business days** prior to Your Event. If Client fails to timely pay the contract balance, it shall be deemed a breach of this contract, which will absolve 3 C's of any further obligation to perform under the contract and shall entitle 3 C's to retain the initial payment and recover the liquidated damages amount.

Late Charges, Fees and Discounts:

Any payments not paid by the above payment schedule, without prior written approval of 3 C's, will incur interest at the lower of **18% per annum** or the maximum amount allowed by law. Any payments made to 3 C's that are declined or returned for non-sufficient funds will incur a \$50 administration fee. All fees will be added to the contracted invoice. (Note: Please contact your bank or credit card company prior to making large payments. Banks and credit card companies will decline unusual purchases). A 3% discount shall be applied to any payments made in cash.

Cancellations & Rescheduled Events:

Client understands and acknowledges it would be difficult for 3 C's to schedule a replacement event if the event is cancelled on short notice and it would be difficult and expensive to ascertain and quantify 3 C's damages in the event of a short notice cancellation. Consequently, Client understands, acknowledges and agrees if the Event is cancelled less than **one hundred twenty (120) days** in advance of the scheduled date for the Event, 3 C's shall be entitled to retain the initial payment and recover 10% of the contract balance as liquidated damages (the "Liquidated Damages Amount").

If Your Event is rescheduled more than **one hundred and twenty (120) days** from the Event date, any payments paid beyond the initial payment may, at 3 C's discretion, be transferred to the new event date. If 3 C's agrees to transfer the non-initial payments and the rescheduled date is moved to beyond twelve months of the original contracted date for Your Event, a minimum of a new non-refundable \$500 hold date fee will be required.

Act of God/State of Emergency/Civil Ordinance:

In the case of an Act of God, State of Emergency or Civil Ordinance preventing the Event from taking place as scheduled, the cancellation shall be treated in the same manner as described in the previous paragraph. However, if within seven (7) days of the original date of the Event, the Client chooses to reschedule to a new date that is approved by 3 C's and signs a new rescheduled event agreement, the initial payment and any other monies previously collected by 3 C's shall be applied to the new approved rescheduled date for cancelled event based on the above payment schedule, subject to new pricing based on current costs and a rescheduling fee of \$750.

Guaranteed Minimum Payment Amount:

Client agrees to pay 3 C's no less than **80%** of the currently contracted amount of \$ [REDACTED]. Client acknowledges that the Guaranteed Minimum Payment Amount will be paid to 3 C's regardless of guest count reduction, menu adjustments, service level change or any additional factors foreseeable or unforeseeable that may impact the contract amount. The Client acknowledges they have entered into a Guaranteed Minimum Payment Contract with 3 C's.

Final Guest Count and Event Details:

The Final Guest Count and Event Details must be finalized at least **twenty-one (21) days** prior to the contracted date of Your Event. The Final Guest Count and Event Details, include but are not limited to: The minimum number of guests, event menu and food services, any fees associated with the venue, final menu with any dietary or special needs for guests, and any other information the Client or 3 C's feels is needed to ensure the success of the Event. Should the Client fail to timely provide this information by said deadline, then 3 C's shall use the most recently provided information for the Final Guest Count and Event Details. Once the Final Guest Count and Event Details are locked in, guest counts and the contract amount may only increase and no changes may be made to the event menu or details. **Fourteen (14) days** prior to the date of the Event, Client will provide 3 C's with accurate times and details for venue access, event timeline and event venue diagram. Any requested changes made inside of seven (7) days from the event date, if allowed by 3 C's, shall be subject to an additional \$75 administration fee per change.

Client may increase guest count by up to **20%** with at least **96 hours'** written notice prior to event.

Client may increase guest count by up to **10%** with at least **72 hours'** written notice prior to event.

Point(s) of Contact:

Unless agreed upon in writing, 3 C's shall only discuss the Event Details, which include, but are not limited to: Times, menu, counts, payments, changes, guest counts, etc. with the Client who is stated, signed and initialed on this contract. If Client wishes to authorize others to discuss the Event details with 3 C's, it must designate such person(s) (the "Authorized Person(s)") in writing and if 3 C's agrees to speak to the Authorized Person(s), it will not be held responsible for any issues or damages arising from any changes made by the Authorized Person(s).

Unforeseen Cost Increases:

Client recognizes that the service industry is currently experiencing price and availability volatility with regard to labor, supplies and food costs. Because of market fluctuations, 3 C's anticipated costs at the time the contract is executed are subject to sudden and significant changes; consequently, firm prices cannot be projected out over extended periods of time. If there is an increase in 3 C's anticipated costs of **ten percent (10%)** or more within **thirty (30) days** of the date of the Event, the price set forth in this contract shall be subject to a correlating increase of up to **ten percent (10%)** without the need for a written amendment to the contract to reflect the price increase. 3 C's will submit written documentation of the increased costs to the Client upon request. If 3 C's anticipated costs increase more than **ten percent (10%)** within **thirty (30) days** of the date of the Event, the contract shall be renegotiated and if the parties cannot reach an agreement, it shall be terminable by either party.

Timing – Labor:

Service and labor are included in your invoice price unless otherwise specified. Included full-service labor fees are based on events lasting 1-hour up to 5-hours or 8-hours with closing service contracted. If the Client extends their event time in any way beyond the included billed hours, the Client will be responsible for paying the additional labor hours required of staff at \$50/hour per staff member. Event times will be followed based on times listed on invoice [REDACTED].

Timing – Food Service:

In accordance with food safety standards, 3 C's will provide food service for up to one and a half (1.5) hours from agreed upon food service time, while supplies last. If the Client needs an extended food service time beyond one and a half (1.5) hours, additional fees may be charged and the menu options may be limited. It is understood that Client will conduct event in a timely

and orderly manner in full compliance with state, local and venue law, ordinances and regulations. 3 C's will not be held liable for quality of service or food at any event if the food is served later than the contracted food service times.

When having multiple entrées on a buffet, guests are offered a full portion of one entrée or a partial portion of multiple entrées and all of the side dishes, salad, dessert and beverage. If you know your guests may have preferences towards a certain food item, please inform us so we can make necessary adjustments. Failure to notify 3 C's of such preferences may result in shortages of certain food items. 3 C's uses industry proven algorithms to prepare all food items based on consumption history and trends, but 3 C's cannot always accurately predict consumption rates of all event guests. No monies will be refunded for food shortages.

Client acknowledges that no food, beverages, or equipment will be left beyond the agreed-upon serving time of one and a half (1.5) hours. If the event is full-service and closing service is contracted, the catering staff and equipment will remain until the end of the contracted event time. In this event, food service is still limited to a maximum of two (2) hours. Non-temperature-controlled services, such as beverages, cake service, desserts, or late-night snacks will continue to be serviced as listed on invoice [REDACTED].

Leftover Food:

It is incumbent upon 3 C's as the caterer to provide adequate food portions for events based on the Client's minimum guest count and 3 C's portioning algorithms.

Due to human nature and eating pattern of guests, there may or may not be leftover food from the event and it may or may not include all items listed on the menu. If there is food that was placed on the buffet, and leftovers of that food remain after the contracted service time, the Client has two options:

___/___ Request any food-safe leftovers be packaged in Client provided containers and given to the Client. Client acknowledges that refrigeration must be provided in order for 3 C's staff to transfer responsibility of said food. Upon initialing this option, Client understands that once the food is left for the Client, 3 C's is released from all liability pertaining to food service and food borne illness.

___/___ Allow 3 C's to package any food safe leftovers and donate them to one of our many participating charities. The charity chosen will be based upon need at the time of donation.

In the event the Client hosts additional guests above the guaranteed guest count, 3 C's will not be held responsible for resulting food shortages. If 3 C's agrees to go above and beyond to provide for said guests, additional fees will be billed to the Client.

Client acknowledges that any prepared or unprepared food that was not set on the buffet and remained under the 3 C's care, is the property of 3 C's and may be taken to 3 C's commissary to be used, donated, or disposed of as they deem appropriate.

Outside Food:

In order to maintain food safety standards and limit liability, no temperature-controlled or potentially hazardous food of any kind may be brought into the event by the Client or their guests. Shelf-stable items such as wedding cake, candy, bakery desserts are permitted. Late night snack items such as pizza delivery are also permitted, as long as that food is provided by, branded, promoted, and served by the providing vendor. Outside beverages are not permitted unless approved by 3 C's and the venue.

Any outside food or beverage contracted by the Client or another vendor will not be serviced by 3 C's staff and will be the responsibility of the Client, unless otherwise contracted. This includes materials such as plates, utensils, napkins, and display stands in addition to labor. Should the Client wish to contract the materials for and/or service of outside food and beverage with 3 C's, additional fees will be applied.

Service of Alcohol

Client acknowledges that although under certain circumstances 3 C's may agree to assist with the service of alcohol provided by the Client, 3 C's does not provide or sell alcoholic beverages for events. 3C's, its owners, operators, employees, agents, and servants are not responsible or liable for any damages to Client, Client's guests or any other parties that result from the consumption of alcohol at the Event, including, but not limited to, property damage, personal injury, death, disfigurement, or loss of consortium.

Client acknowledges it is against the law to serve, provide, or make available alcohol to anyone under the age of twenty-one (21). Client swears and affirms not to provide alcohol to or knowingly allow anyone under the age of twenty-one (21) to consume alcohol.

Safe & Professional Working Environment:

All of 3 C's staff and team members are entitled to a safe and professional working environment. If Client or Client's guests engage in any action or behavior which is unsafe, unprofessional or illegal (as determined by 3 C's in its sole discretion), 3 C's reserves the right to remove any and/or all staff or team members from said situation and potentially from the Event entirely. Removal of any or all staff or team members under such circumstances will not constitute a breach of contract, duty or service by 3 C's and 3 C's will not be liable for any damages of any kind suffered as a result of staff or team members' removal. No monies will be refunded to, or credits given to, Client under such circumstances.

Missing Equipment:

If the Client requests any catering equipment to be left beyond the contracted event time, the Client will be responsible for returning all equipment to 3 C's within one (1) business day. If said equipment is not returned to 3 C's within two (2) business days, it will be presumed lost and will be billed to the Client at its replacement cost. Such equipment could include, but is not limited to: Beverage urns, table linens, tables, and catering equipment. If 3 C's has to pick up said items, the Client will incur an additional \$50 fee per trip.

Losses and Damages:

The Client shall defend, indemnify, and hold 3 C's and its officers, directors, agents, and employees (individually the "indemnitee," collectively, the "indemnitees") harmless from and against any and all claims, demands, losses, damages, liabilities, expenses, or costs, including reasonable attorney's fees, costs and expenses of investigation, penalties, interest and amounts paid in settlement (collectively "Losses") incurred or to be incurred by 3 C's, arising out of, relating to, or resulting from any negligence, personal injury, wrongful death or property damages which is in whole or in part caused or occasioned by the acts of the Client or the Client's guests, including claims for those damages caused partly or wholly as a result of the negligence or wrongful acts of any Client or Client guests if the damages claimed relate to or arise out of, or are connected with the contract or the services or actions necessary to perform under the contract. This includes, but is not limited to any losses for any damage done to the Event venue or 3 C's equipment or staff caused by the Client or the Client's guests.

Client understands they will be charged a full replacement fee for any items used for their event that are returned damaged and unrepairable, such as, but not limited to: Linens damaged by burns, candle wax, red wine stains, rips and tears, broken plates or glasses, broken or missing decorations.

3 C's shall not be responsible for damage to or loss of any merchandise or articles left in the Event venue prior to, during, or following the Event.

Photography:

3 C's reserves the right to unlimited use of photographs taken at event site, including the right to use images for self-promotion and marketing.

Allergens:

Every effort will be made to ensure that allergen-containing ingredients are not present in the items served when requested if sufficient notice is provided. However, commercial catering kitchens and facilities are not guaranteed to be allergen-free environments, so the risk of cross-contamination exists. If a guest has a life-threatening allergy, such as nuts or shellfish, we highly recommend that guest provide their own food and carry the appropriate antidote as prescribed by their doctor. 3 C's is not liable for any adverse reactions to foods consumed at the functions we cater.

Gratuities:

Gratuities are at the sole discretion of the Clients and guests at events we cater. If you feel our staff has given great service and you would like to reward them with a gratuity, you may have it added to your invoice, you may give it to them at the event or you may contact our office after the event. In the case of a bar, a tip jar may be placed on the bar for your guests to tip the bartending staff. ALL gratuities are paid out to the staff who earned them. 3 C's Catering does not keep any portion of any gratuities.

Sales Tax:

3 C's Catering, LLC will charge Florida State Sales tax and any county or city taxes as required by law. The Client may only be exempt from sales tax by presenting 3 C's a valid Tax Exempt or Resale Certificate listing the Client as the holder of said Certificate. Both entities must match exactly in accordance with the law.

Legal Fees:

In the event of a legal action or other proceeding arising under this contract or a dispute regarding any alleged breach, default, claim, or misrepresentation arising out of this contract, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs.

Jurisdiction and Venue:

This contract is made and entered into in the State of Florida and shall, in all respects, be interpreted, enforced and governed in and under the laws of Florida. If a party is required to enforce the terms of this contract, venue shall be exclusively in a court of competent jurisdiction in and for Hillsborough County, Florida.

Severability:

In the event that provision of this contract, in whole or in part, is held to be invalid or void by any court of competent jurisdiction, it shall be deemed severable and shall in no way affect any other condition, covenant or other provision of this contract. If such provision is held to be invalid due to its scope or breadth, it shall be deemed to remain valid to the extent permitted by law.

Counterparts:

The parties may execute this contract in any number of counterparts, each of which, when executed and delivered, shall be an original and all such counterparts together shall constitute a single document. The signatures to this contract may be evidenced by facsimile or scanned copies reflecting the Party's signature hereto, and any such copy shall be sufficient to evidence the signature of such Party just as if it were an original signature. Signature and acknowledgment pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.

Complete Agreement:

This contract and any attachments constitute the sole and entire agreement between the parties. No modification, written or verbal, shall be binding upon either party unless agreed to in writing and signed by both parties.

No Adverse Construction:

This Contract constitutes a fully negotiated Agreement among sophisticated parties each having the opportunity to hire legal counsel, and the terms of the Contract shall not be construed or interpreted for or against any party on the basis or the presumption that such party was the drafter of this Contract. The rule of Contract construction that provides that ambiguities are resolved against the drafter shall not apply to any provision of this Contract.

WAIVER OF JURY TRIAL:

EACH PARTY AGREES THAT AS A MATERIAL PART OF THE CONSIDERATION HEREUNDER AND AS AN INDUCEMENT TO ENTER INTO THIS CONTRACT, EACH PARTY HEREBY WAIVES THE RIGHT TO A JURY TRIAL.

Additional Terms Specific to Your Event:

Upon signing this Agreement, Client acknowledges reading and understanding all items listed above, all menu items and details from invoice [redacted] and that it/he/she/they have entered into a binding Contract with 3 C's Catering, LLC.

[redacted]

Client Signature

Client Name (print): [redacted]

By (if company): [redacted]

Title (if company): [redacted]

Date: [redacted]

[redacted]

Client Signature

Client Name (print): [redacted]

By (if company): [redacted]

Title (if company): [redacted]

Date: [redacted]

[redacted]

3 C's Catering, LLC

By: [redacted]

Title: [redacted]

Date: [redacted]

Attachment: Invoice [redacted]

Thank you for trusting 3 C's Catering, LLC to cater your event. We are honored and excited to be chosen as your food vendor. Please feel free to contact us at any time with questions or concerns.