

Sling N' Scoops Catering Contract

This Catering Contract (hereinafter, the "Contract") is entered into as of _____, 20____, by and between _____, (hereinafter, the "Client"), and Sling N' Scoops, LLC (hereinafter, the "Caterer"). Both parties have entered into this Contract freely and voluntarily and agree to be bound by the same.

1. **Purpose:** The Client is hiring the Caterer to provide and serve artisan ice cream at the following Event:

a. Type of Event: _____.

b. Date of Event: _____.

c. Approximate Number of Guests/Attendees: _____.

d. Event Start Time: _____. Expected End Time: _____.

e. Catering Start Time: _____.

f. Event Location:

i. Name of Venue: _____.

ii. Address of Venue: _____.

iii. Venue Contact Info: Phone: _____.

Email: _____.

2. **Description of Services to be Provided:** By entering into the Contract, and upon receiving payment of the agreed upon amount specified in Paragraph 3 hereof, Caterer agrees to be present at the Event and serve its artisan ice cream products for a period of two (2) hours. For the agreed upon Contract price, Caterer will serve six full tubs of ice cream (one tub consisting of seven (7) pounds). Additional tubs may be added to the Contract at an additional cost of \$_____ per tub. If any ice cream product remains unserved at the conclusion of the two hour serving period, the Client shall assume possession thereof, and Client shall be responsible for disposal of said product.

Client may select as many as six different flavors of ice cream to be served at the Event. Client must notify Caterer of said flavor selections by no later than fourteen (14)

days in advance of the Event, and may do so by telephone, email, or by appearing at Sling N' Scoops store in Red Bud, Illinois in order to taste the available flavors for selection purposes. If the Client fails to notify the Caterer of Client's preferred flavors at least fourteen (14) days prior to the Event, Caterer will provide a standard selection of flavors of its own choosing.

Disclaimer: If Caterer's services will be provided indoors, the Venue must provide Caterer access to a 120-volt power supply and an entryway of at least thirty-eight inches (38") in width. If the Venue is unable to meet either of these requirements, Caterer shall not attend the Event and shall have the right to retain whatever initial deposit was received.

3. **Payment and Price:** The price of Caterer's services under this Contract is \$_____. Fifty percent (50%) of said amount is due as a deposit at the time this Contract is executed, and the remaining amount shall be due no later than fourteen (14) days in advance of the Event.

Note: Sling N' Scoops' primary place of business is located at 204 S. Main Street, Red Bud, Illinois. Mileage fees pay apply depending on the Event Venue location. Additional mileage fee of \$_____

4. **Cancellation:** In the event that the Client wishes to cancel Caterer's services, Client must notify Caterer of said cancellation as soon as possible. If Client cancels Caterer's services, Caterer shall retain the full amount of the initial deposit, and no refund will be available to Client.

Should Caterer become unavailable to provide the agreed upon services on the date of the Event for any reason other than the Client's own modification as discussed in Paragraph 5 below, Caterer shall provide a full refund of all funds to the Client. However, the parties agree that under no circumstances shall Caterer be liable to Client for any claim of financial or emotional damages allegedly suffered by Client as a result of Caterer's cancellation or unavailability.

5. **Modification:** Client must notify Caterer of any modification of the location or time of the Event at least fourteen (14) days in advance of the original time of the Event. All modifications are subject to approval by Caterer and will alter the terms of this Contract at Caterer's discretion.

6. **Release from Liability:** The parties agree that Client hereby releases Caterer from any and all liability relating to Caterer's provision of services at the Event, including but not limited to claims of liability relating to the alleged contamination of Caterer's ice cream products.
7. **Severability:** The invalidity or unenforceability of any provision of this Contract does not affect the validity or enforceability of any other provisions of this Contract, which shall remain in full force and effect. If any covenant or provision of this Contract is determined to be unenforceable by reason of its extent, duration, scope, or otherwise, then the parties contemplate that the court making such determination shall reduce such extent, duration, scope, or other provision and enforce them in their reduced form for all purposes contemplated by this Contract.
8. **Attorneys' Fees:** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.
9. **Governing Law:** This Contract is governed by and construed in accordance with the laws of the State of Illinois.

The Parties hereby agree to all of the terms and provisions of this Contract as set forth above as demonstrated by their signatures below:

CLIENT:

Printed Name of Individual or Representative: _____

Signature of Individual or Representative: _____

Date: _____

CATERER:

Printed Name of Individual or Representative: _____

Signature of Individual or Representative: _____

Date: _____