



## Home Bites Catering Agreement

### SERVICE INCLUSIONS

Staff, beverages, and food as outlined in Appendix A, along with food holding and serving-related equipment.

### SERVICES NOT INCLUDED

Photography, videography, florist, added décor, entertainment, additional lighting, sound or AV needs, additional design needs, or printing services. No other food or beverage may be brought into the event location without prior written notice and approval. If the client hires a 3rd-party photographer, Home Bites requests copies of photos for marketing purposes.

### PAYMENT TERMS & CANCELLATION FEES

A 35% deposit of the agreed-upon bid is due within seven (7) days of signing this contract. Unless otherwise agreed, all payments are made via the link furnished by Home Bites. The remaining balance is due fourteen (14) days before the event. Cancellations: More than 90 days before the event – \$125 administrative fee withheld from deposit. 60–90 days before the event – 25% of the deposit forfeited. 30–60 days before the event – 50% of the deposit forfeited. Less than 30 days before the event – full deposit forfeited. A 3% banking fee applies to refunded or transferred deposit amounts.

### GUEST COUNT

Final guaranteed guest count is due 15 calendar days prior to the event. This number determines ingredient purchasing, staffing, and rental planning. After this date, guest count may only increase — not decrease. Any increase will incur additional charges at the agreed per-guest rate. If more guests attend than guaranteed, the Client will be billed accordingly.

### PRICE ADJUSTMENT CLAUSE

Due to fluctuating food costs, menu prices are subject to change within 14 days of the event. If a significant cost increase occurs, the Client may: (a) pay the additional amount, or (b) substitute comparable menu items to maintain pricing.

### MENU & SERVICE STYLE

Home Bites will provide menu items as outlined in Appendix A. Buffet Service: Food quantities will serve the guaranteed guest count plus approximately 20% to allow for second helpings.



Family Style / Plated Meals: Quantities are planned to serve the guaranteed guest count. For food safety reasons, leftover food displayed at an event cannot be packed for removal unless arranged in advance. If approved, a \$150 + tax packaging fee applies and a signed food safety waiver will be required.

## **CLIENT COMMUNICATION & PLANNING TIME**

Your booking includes up to 3 hours of communication and planning (emails, calls, meetings, menu changes, vendor coordination). Additional time will be billed at \$85/hour (+tax), with prior notice before billing.

## **EQUIPMENT**

Home Bites will provide equipment as outlined in Appendix B. Any rental property (china, silverware, linens, tables, etc.) will be inventoried after the event. The Client is responsible for replacement costs for any items lost, damaged, or stained.

## **SITE REQUIREMENTS**

Home Bites reserves the right to pre-approve and inspect event sites. If the Home Bites Food Truck is contracted, the site must provide a firm, level surface at least 31 ft long x 12 ft wide x 15 ft overhead clearance. If the truck cannot be parked due to site limitations, all monies paid will be retained and any outstanding balance becomes immediately due. If the serving/buffet area is located more than 100 feet from the prep/staging area, an additional \$25/hour per staff member will apply for the event duration.

## **CLIENT RESPONSIBILITIES**

Obtain any required city, county, or venue permits for catering or food truck service. Ensure adequate trash receptacles and waste management unless otherwise contracted. Ensure access for setup and teardown within agreed times.

## **INDEMNIFICATION & HOLD HARMLESS**

The Client agrees to indemnify and hold harmless Home Bites Catering against damages resulting from guest attendance exceeding the guaranteed count and from any illness or injury arising from food or beverages removed from the premises. Home Bites shall be liable only in cases of gross negligence proven through adjudication.

## **TRAVEL & DELAYS**



Travel fees are based on standard round-trip drive times estimated during planning. If unforeseen delays beyond Home Bites' control (traffic, accidents, closures, severe weather, etc.) increase travel time more than 30 minutes beyond the original estimate, a \$20 surcharge per 15 minutes per affected staff member will apply. Clients will be notified of any anticipated delay, and documentation will be provided upon request.

### **DAMAGE TERMS**

Upon return of rentals, Home Bites will inventory and inspect all property. Lost, broken, burned, stained, or wax-damaged items will be billed at replacement value.

### **INSURANCE**

Home Bites Catering maintains comprehensive general liability and automobile insurance within industry standards.

### **UNLAWFUL ACTIVITIES**

The Client must comply with all federal, state, and local laws. If unlawful activity occurs resulting in event cancellation, no refund will be issued.

### **MODIFICATION OF AGREEMENT**

Any amendments or additional obligations must be confirmed in writing (email accepted) and acknowledged by both parties.

### **FORCE MAJEURE**

Home Bites is excused from performance if prevented by causes beyond its control, including fire, flood, severe weather, natural disasters, strikes, labor disputes, civil unrest, or government actions. If cancellation occurs due to a force majeure event, deposits will be refunded minus any out-of-pocket costs incurred by Home Bites.

### **ATTORNEY FEES & COSTS**

In the event of default or breach, the prevailing party shall recover reasonable attorney's fees and court costs.

### **JURISDICTION**

This agreement shall be governed by the laws of the State of Washington, and any disputes shall be adjudicated within Washington State jurisdiction.



## **ENTIRE AGREEMENT**

This document represents the full understanding between Home Bites Catering and the Client. If any provision is found invalid, the remainder shall remain in effect. By agreeing to these terms, the Client authorizes Home Bites Catering to process payment for the deposit and balance as specified.