



HOME BITES CATERING AGREEMENT

Standard Terms and Conditions

SERVICE INCLUSIONS

Home Bites will provide the following services and items, as applicable:

- Food and menu selections described in Appendix A - Food.
- Beverage and bartending services described in Appendix B - Beverage and Bartending.
- Rental, food-holding, buffet, service, and related equipment described in Appendix C - Equipment.
- Professional staffing and other services specifically identified in the accepted proposal or applicable appendices.

Only services and items expressly identified in this Agreement, the accepted proposal, and its appendices are included.

SERVICES NOT INCLUDED

Unless expressly included in the accepted proposal or an appendix, Home Bites does not provide photography, videography, floral services, additional decor, entertainment, lighting, sound or audiovisual services, event design, stationery, or printing.

No outside food or beverages may be brought to or served at the event without prior written disclosure to and approval from Home Bites. Approved outside food or beverages must comply with venue requirements and applicable health and liquor regulations.

Home Bites is not responsible for the quality, safety, handling, storage, service, or consumption of food or beverages supplied by the Client or another vendor.

EVENT PHOTOGRAPHY

If the Client hires a third-party photographer, Home Bites may request copies of photographs featuring Home Bites' food, beverages, equipment, staff, or event presentation.

The Client is not required to provide photographs and is responsible for confirming that any photographs provided may legally be used by Home Bites for marketing purposes.

Home Bites will not publish identifiable images of the Client or guests without appropriate permission.

PAYMENT TERMS

A deposit equal to thirty-five percent (35%) of the accepted proposal total is required to reserve the event date.

If the deposit is paid by credit or debit card, payment will be collected through the payment authorization embedded in this Agreement and processed upon submission of the signed Agreement.

If the deposit is paid by ACH transfer or check, payment must be received by Home Bites within seven calendar days after the Agreement is signed. The Client is responsible for ensuring that payment is received within this period.

The event date is not reserved until Home Bites has received both the signed Agreement and the required deposit. If an ACH or check payment is not received within seven calendar days, Home Bites may release the event date without further obligation.

Unless otherwise agreed in writing, subsequent payments must be made through the payment method or payment link provided by Home Bites.

The remaining balance, including all approved adjustments, is due no later than fourteen calendar days before the event. Services may be suspended or canceled if the balance is not paid when due.

CLIENT CANCELLATION

All cancellations must be submitted by email to events@eathomebites.com unless an event-specific client portal has been established. If a portal has been established, cancellation must be submitted through the portal.

Cancellation becomes effective when Home Bites acknowledges receipt in writing.

If the Client cancels:

- More than 90 calendar days before the event, Home Bites will retain a \$125 administrative fee from the deposit.
- Between 90 and 61 calendar days before the event, Home Bites will retain 25% of the deposit.
- Between 60 and 31 calendar days before the event, Home Bites will retain 50% of the deposit.
- Thirty calendar days or fewer before the event, the entire deposit will be forfeited.

All cancellation percentages are calculated from the deposit amount, not from the total contract price.

In addition to the applicable cancellation charge, a payment-processing fee equal to 3% of the amount refunded will be deducted from the refund.

Any nonrecoverable expenses, specially ordered products, custom rentals, permit charges, or other documented costs incurred by Home Bites for the event may also be deducted from the refund to the extent permitted by law.

GUEST COUNT

The final guaranteed guest count is due 30 calendar days before the event. After that deadline, the guaranteed guest count may increase, subject to Home Bites' approval and additional charges, but it may not decrease.

Between contract signing and the final guest-count deadline, the Client may reduce the contracted guest count by no more than fifteen percent (15%) of the guest count stated in the original accepted proposal. Reductions exceeding 15% will not reduce the contracted price unless Home Bites agrees otherwise in writing.

Children under ten years of age are not included in the billable guaranteed guest count, provided that their number does not exceed 10% of the billable guaranteed guest count. No separate food quantity, staffing, equipment, or rentals will be calculated for children included within this allowance.

The Client must nevertheless disclose the actual number of children attending so that Home Bites can evaluate service and safety considerations.

Children under ten exceeding the 10% allowance will be charged at 50% of the applicable regular per-person food price. Any additional beverages, staffing, equipment, or rentals requested or required for children will be charged separately.

If actual attendance exceeds the final guaranteed guest count, the Client will be charged the applicable per-person food and beverage price for each additional guest, together with any additional staffing, equipment, rental, service, and tax charges reasonably required to accommodate the increased attendance.

PRICE ADJUSTMENTS

The accepted food price is based on ingredient costs reasonably anticipated when the proposal is accepted.

If the documented wholesale cost of one or more material ingredients included in Appendix A increases by more than 10% after the proposal is accepted, Home Bites may propose an adjustment to the affected food pricing.

Home Bites will provide the Client with written notice and reasonable documentation supporting the adjustment as soon as reasonably practicable. Any adjustment made under this provision will be limited to a maximum of 5% of the Appendix A food subtotal.

The Client may choose to:

- Accept the documented adjustment;
- Approve reasonably comparable menu substitutions intended to preserve the original food price; or
- Approve a different mutually acceptable menu or price adjustment in writing.

If documented ingredient-cost increases cannot reasonably be accommodated within the 5% maximum adjustment, Home Bites may require reasonable menu substitutions unless the Client voluntarily approves a larger price adjustment in writing.

This provision applies only to extraordinary ingredient-cost increases. It does not permit unilateral adjustments to bartending, staffing, equipment, rentals, administrative charges, or other nonfood services.

Client-requested additions, increased attendance, overtime, additional labor, additional equipment, extended travel, damage, and other charges authorized elsewhere in this Agreement are not subject to the 5% limitation.

MENU AND SERVICE STYLE

Home Bites will provide the food and menu selections described in Appendix A.

For buffet service, Home Bites will prepare quantities intended to accommodate the final guaranteed guest count, together with a reasonable allowance of up to 20% for second servings. This allowance does not guarantee unlimited portions of every individual menu item.

For family-style and plated service, food will be prepared according to the final guaranteed guest count and confirmed meal selections.

Home Bites may make reasonable ingredient substitutions when necessary because of product availability, quality, safety, or market conditions. Any material substitution will be communicated to the Client whenever reasonably possible.

LEFTOVERS

For food-safety reasons, Home Bites will not package food remaining after service unless the Client has completed the required food-release acknowledgment in advance.

If leftover packaging is requested and approved, a packaging fee of \$150 plus applicable tax will apply.

Home Bites may refuse to release any food that it determines has been held, displayed, handled, or exposed under conditions that make removal unsafe.

Once food is released to the Client, Home Bites is not responsible for its transportation, storage, reheating, handling, or consumption.

BEVERAGE AND BARTENDING SERVICES

Any beverages, bartending labor, service periods, bar equipment, mixers, garnishes, glassware, ice, and related services provided by Home Bites will be identified in Appendix B.

The Client is solely responsible for determining whether a Washington banquet permit, venue authorization, or other license or permit is required for the possession, service, or consumption of alcohol at the event.

If any permit or approval is required, the Client is solely responsible for obtaining it, paying all related fees, complying with its requirements, and providing a copy to Home Bites before alcohol service begins.

Home Bites does not provide legal advice concerning whether a banquet permit or other alcohol authorization is required. Failure by the Client to obtain a required permit or approval will not entitle the Client to a refund.

Home Bites and its bartenders may refuse or discontinue alcohol service if:

- A required permit or venue approval has not been provided.
- A person appears intoxicated.
- A person cannot provide acceptable proof of legal drinking age.
- A person behaves unsafely or disruptively.

- Continued service would violate applicable law, permit conditions, or venue requirements.

No alcohol may be served outside the approved service period or removed from the designated service area in violation of applicable law or venue requirements.

EQUIPMENT

Home Bites will provide only the rentals, food-holding equipment, buffet equipment, serveware, bar equipment, and other items identified in Appendix C.

Unless otherwise stated, equipment remains the property of Home Bites and may not be moved, altered, removed, or used for any unauthorized purpose.

CLIENT COMMUNICATION AND PLANNING TIME

The booking includes up to three hours of planning and administrative time. This may include telephone or video calls, emails, event-portal messages, menu adjustments, timeline planning, document revisions, and vendor coordination.

Additional planning time will be billed at \$85 per hour plus applicable tax. Home Bites will notify the Client before knowingly performing planning work expected to exceed the included time.

VENUE WALKTHROUGHS

A venue walkthrough may be arranged upon request and is subject to availability.

Unless expressly included in the proposal, time spent traveling to, attending, and returning from a venue walkthrough will be billed as additional planning time at the then-current planning rate.

Any applicable mileage, parking, ferry, toll, or travel expense will also be charged as stated in the proposal or approved in advance.

OFFICIAL COMMUNICATION

Unless Home Bites establishes an event-specific client portal, all official event communications, requests, approvals, and notices must be submitted by email to events@eathomebites.com.

If Home Bites establishes an event-specific client portal and provides the Client with access instructions, the portal will become the primary method of communication and the official record for subsequent planning discussions, requests, and approvals.

Home Bites is not responsible for acting on requests communicated by text message, social media, telephone, personal email accounts, or another channel unless the request is subsequently submitted and acknowledged through the applicable official communication method.

CONTRACT REVISIONS

Any request to change, add, or remove food, beverages, bartending services, staffing, equipment, timing, guest count, service style, or other event details must be submitted by email to events@eathomebites.com unless an event-specific client portal has been established.

If an event-specific client portal has been established, all change requests must be submitted through that portal.

A requested change is not effective until Home Bites has acknowledged it in writing and, when applicable, issued a revised proposal, event order, appendix, or invoice.

No oral statement or unacknowledged communication will modify this Agreement.

CLIENT AND HOME BITES LICENSING RESPONSIBILITIES

Home Bites is responsible for maintaining the business licenses, food-service permits, food-worker credentials, and other authorizations legally required for Home Bites to prepare and serve food in the ordinary course of its catering operations.

The Client is solely responsible for:

- Determining whether the venue and event require any venue approval, event permit, special-use permit, fire permit, noise permit, liquor permit, banquet permit, or similar authorization.
- Obtaining and paying for all permits, licenses, and approvals assigned to the Client, venue, or event host.
- Confirming that the venue permits the contracted food, beverage, bartending, equipment, and food-truck services.
- Providing copies of applicable permits or approvals to Home Bites upon request.
- Ensuring adequate trash and recycling collection unless waste removal is expressly included.

INDEMNIFICATION AND HOLD HARMLESS

The Client indemnifies Home Bites against liabilities caused by excess guests, food or beverage removal, or foodborne illness arising from items taken off-site, unless gross negligence by Home Bites is proven.

SITE ACCESS AND LONG-HAUL SERVICE

The Client is responsible for inspecting the venue before booking and for disclosing all conditions that may affect unloading, setup, food preparation, service, breakdown, or removal of equipment.

The Client must disclose the distance and access conditions between the parking or unloading area, staging or preparation area, service area, buffet area, bar area, and cleanup area. Relevant conditions include, but are not limited to, distances exceeding 100 feet, stairs, elevators, steep grades, narrow passageways, unpaved surfaces, restricted loading times, limited parking, or other material access obstacles.

If any service, buffet, bar, staging, or preparation area is more than 100 feet from the designated parking, unloading, or preparation area, an additional labor surcharge of \$25 per hour for each affected staff member will apply for that staff member's entire contracted service period, including scheduled setup, event service, and breakdown time.

The same surcharge may apply when other undisclosed site conditions materially increase the labor required to perform the contracted services.

Home Bites will make reasonable efforts to identify and calculate the surcharge before the event when the Client provides complete and accurate venue information. If relevant conditions were not disclosed and are discovered during a walkthrough, setup, or the event, Home Bites may add the applicable surcharge to the final or post-event invoice.

The Client's failure to inspect the venue or disclose relevant access conditions does not waive the surcharge.

TRAVEL DELAYS

Travel charges are based on the estimated travel conditions available during event planning.

If circumstances beyond Home Bites' reasonable control—including traffic collisions, road closures, severe congestion, ferry delays, or weather—cause the combined outbound and return travel time to exceed the original estimate by more than 30 minutes, an additional charge of \$25 for each additional 30-minute period, per affected staff member, will apply.

Home Bites will notify the Client as soon as reasonably practicable and will provide reasonable documentation upon request.

FOOD TRUCK REQUIREMENTS

If the event includes the Home Bites Food Truck, the Client must provide a parking and operating location that is firm, level, legally accessible, and at least 31 feet long, 12 feet wide, and 15 feet high.

The location must provide safe access for arrival, setup, operation, and departure and must be approved by Home Bites before the event.

If information supplied by the Client or venue is inaccurate and the food truck cannot be safely or legally parked or operated, all contracted fees will remain due.

Home Bites may, when reasonably possible, provide an alternative service arrangement but is not obligated to do so.

LOSS AND DAMAGE

The Client is responsible for the repair or replacement cost of Home Bites property that is lost, removed, stained, broken, or damaged by the Client, guests, venue personnel, or other vendors, excluding ordinary wear and damage caused by Home Bites personnel.

Any post-event damage charge will be supported by a description of the damage and the applicable repair or replacement cost.

INSURANCE

Home Bites maintains commercial general liability and automobile insurance.

Certificates of insurance may be provided when reasonably requested. Any special endorsement, additional-insured designation, or venue-specific insurance requirement may be subject to an administrative charge.

UNLAWFUL OR UNSAFE ACTIVITIES

Home Bites may suspend or terminate service if unlawful activity, violence, threats, harassment, unsafe conditions, or material interference with its personnel or operations occurs.

If service is suspended or terminated for such reasons, Home Bites will not be required to issue a refund for services already performed, food prepared, committed labor, rentals, travel, or other incurred costs.

FORCE MAJEURE AND RESCHEDULING

Home Bites will be excused from performance when an event cannot proceed because of circumstances beyond its reasonable control, including severe weather, natural disaster, fire, epidemic, governmental order, labor disruption, utility failure, road closure, or another comparable event.

Payments previously made will remain in the custody of Home Bites and will be applied as a credit toward one rescheduled event occurring within 12 months of the original event date.

Rescheduling is subject to Home Bites' availability. Food, beverage, staffing, equipment, rental, travel, and other charges will be recalculated using the prices and costs in effect on the new event date. The Client is responsible for paying any resulting increase before the rescheduled event.

If the Client does not reschedule and hold the event within 12 months of the original event date, all payments previously made will be forfeited and will not be refunded.

Force-majeure rescheduling does not guarantee the availability of the original date, menu items, staff, equipment, or venue. Home Bites will make reasonable efforts to provide comparable services when the original selections are unavailable.

ATTORNEY FEES AND COSTS

In any legal action arising from this Agreement, the prevailing party will be entitled to recover reasonable attorney fees and costs to the extent permitted by law.

GOVERNING LAW AND VENUE

This Agreement is governed by the laws of the State of Washington.

Any legal proceeding arising from this Agreement must be brought in a court of competent jurisdiction in King County, Washington.

ENTIRE AGREEMENT

This Agreement, the accepted proposal, applicable event-portal record, and Appendices A, B, and C constitute the entire agreement between the parties and supersede prior discussions or representations concerning the event.

If there is a conflict among the documents, the following order of precedence will apply:

- A later written amendment signed or expressly accepted by both parties.
- This Catering Agreement.
- The accepted proposal.
- Appendix A - Food.
- Appendix B - Beverage and Bartending.
- Appendix C - Equipment.

SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions will remain in effect to the fullest extent permitted by law.

ACCEPTANCE

By signing this Agreement, the Client confirms that the Client has reviewed and accepts its terms, the accepted proposal, and all applicable appendices.

The Client acknowledges that a deposit equal to 35% of the accepted proposal total is required to reserve the event date.

Credit or debit card deposits will be processed upon submission of the signed Agreement. Deposits paid by ACH transfer or check must be received within seven calendar days after signing.

The remaining balance is due no later than 14 calendar days before the event.

The event date is not reserved until Home Bites receives both the signed Agreement and the required deposit.

CLIENT ACKNOWLEDGMENT

Client Name(s): _____

Event Date: _____ Event Location: _____

Client Signature: _____ Date: _____

Home Bites Representative: _____ Date: _____