Special Event and Wedding Catering Contract

Between:

CLR Holding Ltd. (“The Black Radish”)

And: (“ the client”) Type of Event: Event Date:

Please review The Black Radish Catering Co.’s Special Event and Wedding Catering Contract. The following terms and conditions are established to assist you in arranging your event. These terms and conditions are intended to ensure the highest level of quality in your food & beverage services. Your event will be confirmed when you have read and signed the following policies, and supplied The Black Radish Catering Co. with a 25% estimated non- refundable deposit.

# Guaranteed Attendance

For groups up to 25 guests: Final guest count for an event must be received 2 full working days prior to the event. This count becomes your guaranteed number and is not subject to reduction without approval from Black Radish’s Event Coordinator. An increase to your guaranteed number above 10% is subject to approval from the Event Coordinator.

For groups above 25 guests: Final guest count for an event must be received 7 full working days prior to the event. This count becomes your guaranteed number and is not subject to reduction. If attendance is more than 10% above the guaranteed number, we will make every effort to accommodate your group. However, The Black Radish Catering Co. cannot guarantee the availability of additional items as specified in the original order and substitutions may be made accordingly.

# Late Bookings

We encourage you to reserve and book your date as soon as possible. Dates will not be held or reserved until a contract is signed and the estimated 25% non-refundable deposit is made. We reserve the right to refuse events that are requested late or exceed our capacity to provide service.

# Payments and Deposits

Billing arrangements for all events must be made in accordance with the policies set out below, unless otherwise negotiated. A 25% estimated non-refundable deposit is due at the time of booking. An additional 50% deposit is due no less than 14 days prior to the event date. Balance of payment must be paid prior to service, unless otherwise specified and arranged. We accept cash, cheques, Debit, Visa and MasterCard. Cheques are to be made payable to CLR Holding Ltd. A

$30.00 fee will be added to your invoice for any cheques that are not honored by your bank.

For any credit card purchases over $5,000 there will be a 2% levy fee added to the final total of your bill.

# Cancellations

If the client cancels a contracted food and beverage event, The Black Radish Catering Co. will retain the non-refundable deposit as liquidated damages.

# Unused Food and Beverage

It is our policy that any leftover food and beverage would be removed by The Black Radish Catering Co. for public safety and general insurance liability purposes. If the client would like to retain any leftovers, arrangements must be made through the Event Coordinator prior to the event. If so, we will leave or pack leftovers that are considered safe to consume in the containers provided by the client. However, due to the extended room temperatures and holding conditions that each event may present, we do not recommend keeping leftover food.

Should the client request to retain any leftovers; the client must agree to assume full responsibility for proper refrigeration and storage of the food and for proper reheating following food safety guidelines. Our experienced catering staff will determine the health safety of all leftover food. A Waiver form will be provided to the client at the event and must be signed prior to the client receiving any leftovers.

# Equipment

We reserve the right to charge for missing and/or damaged linens or equipment attributed to individuals attending a catered event. A final bill for any damaged and/or missing linens or equipment will be sent to the client within 14 days following the event. Payment is due upon receipt.

# Meal Service

Meals are served promptly as scheduled. We allow for 1 hour of service for breakfast and lunch events and 1.5 hours of service for dinner events when the guest count is over 100 people.

Changes to service hours can be requested, but must be approved in advance by Black Radish’s Event Coordinator. No event will be permitted to run over the time agreed upon.

# Delinquent Accounts

The Black Radish Catering Co. reserves the right to apply finance charges on any amount unpaid when due at an interest rate of 1.5% per month. In the event that The Black Radish Catering Co. must seek legal remedies to complete execution of this contract, the client agrees to pay for all attorney fees.

# Alcohol

The Black Radish Catering Co. reserves the right to request identification and/or refuse the service of alcohol at any event. The Black Radish Catering Co. reserves the right to close the bar service due to patron interactions. If you DO NOT use our Serving It Right certified bartenders and servers for your event, we shall take no liability to alcohol at the event, and will hold no liability to any damages to your guests or event location on or off premises. All liquor permits and any additional insurance coverage is up to the client to purchase and organize and must be obtained and posted for perusal at the event location.

# Taxes

All applicable government taxes will be imposed and paid by the client. If the client’s organization is tax exempt, The Black Radish Catering Co. must receive a certificate reflecting the client’s

exemption status no later than 5 working days before the event. If The Black Radish Catering Co. does not receive this certificate, the client agrees to pay all taxes associated with the event.

# Cancellation by Acts of God and/or Failure to Provide Service

The Black Radish Catering Co. shall have no responsibility or liability for failure to supply any services when prevented from doing so by strikes, accidents Acts of God (ie. Flood, fire, etc.) or any other cause beyond Black Radish’s control.

# Event Location

The client assumes all responsibility for any damages/theft to the property rented to the client that may be caused by patrons, members, guests, or invitees. Rental of the location is the sole responsibility of the client and it is recommended that the client confirm with the location that all necessary equipment/rooms are included.

The Black Radish Catering Co. must be provided access to the kitchen/setup location upon specified arrival time. A point of contact must be provided to The Black Radish Catering Co. for any access and/or service related matters on the day of the event.

# Event Setup and Staffing

Our contract includes staffing for 1-2 hours of setup (this includes setup of buffet linens, buffet setup, flatware/plate ware/stemware setup), 4 hours of event service, and 1 hour of final event cleanup. Any time worked over 8 hours will be invoiced at time and a half. No overtime will be incurred if the event ends on schedule. We reserve the right to increase or decrease the number of staff if the guaranteed guest count is 10% higher or lower than the number included in the contract.

Our contract does not include the setup of tables and chairs in your venue, however, we do offer this service. Our Venue Setup Fee is $100 per 100 guests.

# Bartender Service

Bartender service is an additional charge, and is billed at a rate of $30.00 per hour/per staff member. Bartenders must be booked for a minimum of 4 hours, and must be scheduled for the

entire service time, plus one hour for cleanup. Bar setup is not included in this fee, however, can be added for an additional $100.00 which will include setup and supplies for bar-related items such as cut lemons, limes, rimmers, ice, etc.

# Pricing Guarantee

The Black Radish Catering Co. can only guarantee pricing for events for up to one year from the date of the signed contract. The Black Radish Catering Co. reserves the right to make adjustments or offer alternative selections when unforeseen market conditions cause the price of goods or supplies to increase by more than 10% from the date of the original quote.

# Service Charge / Gratuity

An 18% service charge is added to the final total for all catered events over 8 people. This charge covers, local transportation costs, catering supplies, handling fee on rentals, administrative costs. There will be a 15% charge to cover gratuity.

# Travel Fee

Based on the location of your event, an additional travel fee may be applicable. Please speak with Black Radish’s Event Coordinator to determine whether a travel fee is applicable for your event.

Signatures

Client 1

Client 2

Date Date

Financially Responsible Client \_ Date

CLR Holding Ltd. Date

# Credit Card Information

If any payments are to be made by credit card, please fill out the section below: Type: (please circle one) Visa, MasterCard

Account Number: Expiry Date: Security Code: Billing Address: \_ Name on Card: