

GRAZE AND ROSÉ

1. Event Terms

- a. **Payment Terms.** An executed copy of the Agreement must be returned with a 50% deposit in order to secure a reservation for the event catered by Caterer. This deposit is only refundable if the Event is cancelled within the terms of this Agreement. Final payment of the remainder balance is due seven (7) days prior to the Event. Caterer may cancel the Agreement at any time if the Client does not adhere to the payment schedule. If canceled by Caterer for untimely payment, Client forfeits all deposits paid, Caterer will accept cash, checks and electronic payment in forms of payment. Client checks must be received seven (7) business days prior to the event for clearance, payable to: Graze and Rosé.
- b. **Cancellations.** The deposit amount constitutes a reservation fee to secure the Event date and is due at the time of signing this agreement and contract. Deposit is refundable if Client cancels no later than 30 days prior to event. If the event is canceled within thirty (30) days or less prior to the Event date, Caterer will retain the full deposit. If the Event is canceled seven (7) days or less prior to the Event date, the full amount of the event will be retained and/or owed to Caterer.
- c. **Attorney Fees.** Customer agrees to pay all costs and attorney fees realized by the Caterer for the purposes of collecting any amounts due hereunder, including, but not limited to, reasonable attorneys' fees, court costs and expenses.
- d. **Liability.** Customer agrees to indemnify and hold Caterer harmless against all claims for injury, illness, or damage to persons or property arising out of any act, omission, negligence, or misconduct on the part of said Client or any of its agents, guests, patrons, or invitees.
- e. **Personal Property.** Caterer cannot assume responsibility for personal property and equipment brought into the Customers private property during the Event.
- f. **Force Majeure.** Neither party shall be responsible for failure to perform this contract if circumstances beyond their control, including, but not limited to; acts of God, shortage of commodities, or supplies to be furnished by Caterer, government authority, or declared war in the United States make it illegal or impossible for Caterer to hold the event.