

We are very excited that you have decided to allow us to become a part of your event. We are a small company that focuses on great food and simple pleasures. We want to do everything we can to make your event a success. If at any point you have any concerns or questions, please don't hesitate to call us (770-241-7738). We wanted to summarize the following Catering Services Agreement, since neither of us speaks lawyer, and we don't expect you to either.

1. We will do all we can to make your event successful and make you happy.
2. You will do all you can to help us out by giving us prompt information and being up front on your wants and needs.
3. The deposit is 50% of the total bill and is nonrefundable except for inclement weather and can be paid by check, cash, or credit card.
4. The date of the event isn't reserved until the deposit is paid.
5. The total bill is due the day of the event, and it must be paid by cash or credit card.
6. In the event of inclement weather, we will discuss our options with you before we leave our kitchen, approximately 3 hours prior to service time. If we determine the weather unsafe to serve or travel, your deposit is 100% refundable

If all these terms sound agreeable then the receipt of payment for the deposit will constitute agreement to the contract.

***Peace, Love and Pizza,  
S and J***

## CATERING SERVICES AGREEMENT

This Catering Services Agreement (the “Agreement”) is a binding contract between S and J’s Woodfired Pizza, LLC (the “Caterer”) and the paying party (the “Client”) and together with the Caterer, the “Parties”. It is entered into as of the date the payment for the deposit is received (the “Effective Date”).

### RECITALS

**WHEREAS**, the S and J’s Woodfired Pizza, LLC is actively engaged in the business of furnishing goods and services (e.g., food, beverages, wait staff, etc.), in connection with the functions such as those conducted by the Client.

**WHEREAS**, the Client wishes to engage S and J’s Woodfired Pizza, LLC as an independent contractor for the Client for the purpose of furnishing such goods and services at the agreed upon date listed on the invoice (the “Event”) and completing certain specified tasks on the terms and conditions set forth below; and

**WHEREAS**, S and J’s Woodfired Pizza, LLC wishes to provide the Services (as defined below) at the Event in accordance with the terms of this Agreement; and

**WHEREAS**, each Party is duly authorized and capable of entering into this Agreement.

**WHEREAS**, this Agreement becomes binding upon the receipt of the deposit payment.

**NOW THEREFORE**, in consideration of the above recitals and the mutual promises and benefits contained herein, the Parties hereby agree as follows:

#### 1. RESPONSIBILITIES.

- (a) Of the Caterer. S and J’s Woodfired Pizza, LLC agrees to do each of the following:
  - A. Perform the Services set forth in the invoice attached hereto and made a part hereof (collectively, the “Services”) at the agreed upon location on the invoice (the “Event Location”) and on the time and date set forth in the invoice hereto.
  - B. Devote as much productive time, energy, and ability to the performance of its duties hereunder as may be necessary to provide the required Services in a timely and satisfactory manner.

- C. Perform the Services in a safe, good, and workmanlike manner by fully-trained, skilled, competent, and experienced personnel using at all times adequate equipment in good working order.
  - D. Subject to Section 7 hereto, supply all inventory, tools, equipment, supplies, and personnel required to perform the Services under this Agreement. All such inventory, tools, equipment, and personnel shall be timely supplied and nothing shall be left at the Event Location after the Event without the Client prior written approval, except waste which has been bagged and placed in an agreed upon location.
  - E. Ensure that all materials and equipment furnished to its personnel is of good and merchantable quality, unless otherwise agreed by the Client.
  - F. Provide services (including the Services) and end products that are satisfactory and acceptable to the Client.
- (b) Of the Client. The Client agrees to do each of the following:
- A. Engage the Caterer as an independent contractor to perform the Services set forth in the invoice to this Agreement.
  - B. Grant the Caterer access to the building(s) and facility(s) at the Event Location, which access will include the use of the Client's food production or clean up facilities.
  - C. Make reasonable efforts to accommodate S and J's Woodfired Pizza, LLC electrical needs, grant access to potable water, and provide vehicular access to the service location.
  - D. Provide relevant information to assist S and J's Woodfired Pizza, LLC with the performance of the Services.

## **2. NATURE OF RELATIONSHIP.**

- (a) Independent Contractor Status. S and J's Woodfired Pizza, LLC agrees to perform the Services hereunder solely as an independent contractor. The Parties agree that nothing in this Agreement shall be construed as creating a joint venture, partnership, franchise, agency, employer/employee, or similar relationship between the Parties, or as authorizing either Party to act as the agent of the other. S and J's Woodfired Pizza, LLC is and will remain an independent contractor in its relationship to The Client. shall not be responsible for withholding taxes with respect to S and J's Woodfired Pizza, LLC compensation hereunder. S and J's Woodfired Pizza, LLC shall have no claim against the Client hereunder or otherwise

for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. Nothing in this Agreement shall create any obligation between either Party and a third party.

- (b) Indemnification of Client by Caterer. The Client has entered into this Agreement in reliance on information provided by the Caterer, including the Caterer's express representation that it is an independent contractor and in compliance with all applicable laws related to work as an independent contractor. If any regulatory body or court of competent jurisdiction finds that the Caterer is not an independent contractor and/or is not in compliance with applicable laws related to work as an independent contractor, based on the Caterer's own actions, the Caterer shall assume full responsibility and liability for all taxes, assessments, and penalties imposed against the Caterer and/or the Client resulting from such contrary interpretation, including but not limited to taxes, assessments, and penalties that would have been deducted from the Caterer's earnings had the Caterer been on the Client's payroll and employed as an employee of the Client.

### **3. REPRESENTATIONS AND WARRANTIES.**

- (a) The Parties each represent and warrant as follows:
- A. Each Party has full power, authority, and right to perform its obligations under the Agreement.
  - B. This Agreement is a legal, valid, and binding obligation of each Party, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies).
- (b) S and J's Woodfired Pizza, LLC hereby represents and warrants as follows:
- A. S and J's Woodfired Pizza, LLC has the sole right to control and direct the means, details, manner, and method by which the Services required by this Agreement will be performed.
  - B. The Services shall be performed in accordance with standards prevailing in the Caterer's industry, and shall further be performed in accordance with and shall not violate any applicable laws, rules, or regulations, including without limitation those concerning alcoholic beverages, fire, private personnel services, wage and hours, food service, and workers' compensation, and the Caterer shall obtain all

permits or permissions required to comply with such standards, laws, rules, or regulations.

- C. The Services required by this Agreement shall be performed by the S and J's Woodfired Pizza, LLC, and the Caterer is fully responsible for the recruiting, conduct, hiring, and training of all food and beverage employees, including without limitation chefs, waiters, and bartenders.
  - D. S and J's Woodfired Pizza, LLC is responsible for paying all ordinary and necessary expenses of its staff.
  - E. The Caterer is responsible for providing insurance coverage for itself and its staff and shall present evidence of such insurance to the Client on request.
- (c) The Client hereby represents and warrants as follows:
- A. The Client will make timely payments of amounts earned by the Caterer under this Agreement.
  - B. The Client shall notify S and J's Woodfired Pizza, LLC of any changes to its procedures affecting the Caterer's obligations under this Agreement at least 7 days prior to implementing such changes.

#### **4. COMPENSATION.**

- (a) Deposit. On or before the Effective Date, the Client must provide a deposit (the "Deposit") to S and J's Woodfired Pizza, LLC to secure the date of the Event. No dates are reserved until the deposit is paid.
- A. The deposit is 50% of the total price of the Event. It is fully refundable up to 30 days prior to the Event. No refunds will be given within 30 days prior to the Event unless in the case of inclement weather or Force Majeure.
  - B. In case of inclement weather, S and J's Woodfired Pizza, LLC will refund 100% of the deposit up until 3 hours prior to the event. Weather will be deemed inclement by the discretion of S and J's Woodfired Pizza, LLC
  - C. Deposits need to be paid using check, cash, or credit card.
- (b) Final Invoice.

Within 7 days prior to the Event, S and J's Woodfired Pizza, LLC shall provide the Client with a final invoice (the "Final Invoice"), which shall provide an itemized list of all costs and fees actually incurred by the Client in connection with the Event. The Client shall pay the Caterer the balance of the Final Invoice (less any payments, including any Deposits, previously made) the day of the Event.

A. The Final Invoice can only be paid by cash or credit card.

- (c) No Other Compensation. The compensation set out, pursuant to the attached invoice, shall be the Caterer's sole compensation under this Agreement.
- (d) Additional Hours: Additional hours can be added to the onsite service for an extra charge. If discussed prior to 7 days before the event, the charge will be related to the size of the party and the number of employees needed. If additional service hours are added within 7 days of the event, each hour will be billed at \$200/hr or unless otherwise stated by S and J's Woodfired Pizza.

## **5. NUMBER OF ATTENDEES.**

Upon agreement of the total price and effective date the Event, the Client agrees to inform S and J's Woodfired Pizza, LLC of the number of persons expected to attend the Event. If the actual number in attendance at the Event is greater than the stated amount, S and J's Woodfired Pizza, LLC cannot guarantee that sufficient food will be available for all persons in attendance at the Event. If the actual number of guests in attendance at the Event is less than the stated amount, the Client will still be charged for the total guest amount confirmed by the Client.

## **6. OUTSIDE FOOD AND BEVERAGES.**

The Client will notify S and J's Woodfired Pizza, LLC if there is to be additional food served that is not provided by the Caterer.

## **7. TERMINATION.**

This Agreement may be terminated:

- (a) By either Party with 30 days' written notice to the other Party, with or without cause.
- (b) In the event of an emergency prohibiting S and J's Woodfired Pizza, LLC from performing their duties, 100% of all money paid will be returned to the Client.

Following the termination of this Agreement for any reason, the Client shall promptly pay the Caterer according to the terms of the invoice for Services rendered before the

effective date of the termination. The Caterer acknowledges and agrees that no other compensation, of any nature or type, shall be payable hereunder following the termination of this Agreement.

#### **8. RETURN OF PROPERTY.**

Within 7 days of the date of the Event, each Party agrees to return to the other Party all equipment or other property obtained by such Party from the other Party during and in connection with its performance of its obligations under the Agreement.

#### **9. NO IMPLIED WAIVER.**

The failure of either Party to insist on strict performance of any covenant or obligation under this Agreement, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

#### **10. FORCE MAJEURE.**

A Party shall be not be considered in breach of or in default under this Agreement on account of, and shall not be liable to the other Party for, any delay or failure to perform its obligations hereunder by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, or similar event beyond that Party's reasonable control (each a "Force Majeure Event"); provided, however, if a Force Majeure Event occurs, the affected Party shall, as soon as practicable:

- (a) notify the other Party of the Force Majeure Event and its impact on performance under this Agreement; and
- (b) use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations hereunder unless rendered impossible.

#### **11. INDEMNIFICATION.**

- (a) Of Client by Caterer. The Caterer shall indemnify and hold harmless the Client and its officers, members, managers, employees, agents, contractors, sublicensees, affiliates, subsidiaries, successors, and assigns from and against any and all damages, liabilities, costs, expenses, claims, and/or judgments, including, without limitation, reasonable attorneys' fees, and disbursements (collectively, the "Claims") that any of them may suffer from or incur and that arise or result primarily from (i) any gross negligence or willful misconduct of the Caterer arising from or connected

with Caterer's carrying out of its duties under this Agreement, or (ii) the Caterer's breach of any of its obligations, agreements, or duties under this Agreement.

- (b) Of Caterer by Client. The Client shall indemnify and hold harmless the Caterer from and against all Claims that it may suffer from or incur and that arise or result primarily from (i) the Client's operation of its business, (ii) the Client's breach or alleged breach of, or its failure or alleged failure to perform under, any agreement to which it is a party, (iii) any damage, theft, or loss of the Caterer's property (including, without limitation, equipment, plates, utensils, or motor vehicles) occurring at [the][an] Event that is caused by persons attending such Event, or (iv) the Client's breach of any of its obligations, agreements, or duties under this Agreement; provided, however, none of the foregoing result from or arise out of the actions or inactions of the Caterer.

## **12. ENTIRE AGREEMENT.**

This Agreement, constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

## **13. MODIFICATION.**

This Agreement may be supplemented, amended, or modified only by the mutual agreement of the Parties, and such agreement must be in writing and signed by both Parties.

## **14. GOVERNING LAW.**

This Agreement shall be governed by the laws of the state of Georgia. In the event that litigation results from or arises out of this Agreement or the performance thereof, the Parties agree to reimburse the prevailing Party's reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

## **15. SEVERABILITY.**

Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.



**16. COUNTERPARTS/ELECTRONIC SIGNATURES.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

**17. INCLEMENT WEATHER POLICY**

It is the intent of S and J's Woodfired Pizza to complete all requested services in the time manner agreed upon. This is not always possible based upon the weather. We make every effort to serve your party despite the weather. We have a tent and can cook and serve in light rain, however, in the case of forecasted severe inclement weather the caterer reserves the right to cancel the event up to 3 hours prior to service time. The caterer will communicate with the client as early and frequently as possible regarding the weather. It is the sole discretion of the caterer to determine if weather conditions are suitable for safe travel and service. In making this determination caterer will take into account current weather conditions at their kitchen space in Decatur as well as driving conditions and predictions for the service area. S and J's Woodfired Pizza holds the safety of its employees and the oven as it's highest priority. If the caterer determines weather conditions unsafe for travel and/or service, caterer will issue a full refund of the deposit to client.

**18. HEADINGS.**

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

