



## CONTRACT TERMS AND CONDITIONS

1. **Contract Price.** The Contract price shall be based upon the price per person and other charges stated in this Contract. The Patron agrees to pay a minimum Contract price for the number of guaranteed persons stated in this Contract, plus the additional fees which amount shall be due regardless of the number of actual persons attending the function. In the event that the actual number of persons attending the function is greater than the minimum number guaranteed by the Patron, the Contract price shall be increased accordingly. The Patron shall inform the Caterer as to the exact number of persons attending the function no later than seven (7) days prior to the date of the function.
2. **Administrative Fee.** Unless otherwise stated in the contract, an amount equal to 20% percentage of the total amount due for food, beverage and other charges will be added to your account as an Administrative Fee, which includes any event labor, and will be included in the Contract Price & shall be payable with the terms hereof. This Administrative Fee is not a gratuity and is the property of the Caterer to cover discretionary costs of the function including the costs of the Caterer's support personnel.
3. **Deposit and Payment Terms.** At the time this Contract is signed by the parties, the Patron agrees to pay the Caterer an initial non-refundable deposit in the amount stated on the front page of this Contract. The Patron agrees to pay one hundred-percent (100%) of the Contract price less any deposits previously paid to the Caterer, no later than five (5) days prior to the function date. The balance of the Contract price is due and payable on or before the function date and shall be paid by cash, money order or certified check. In addition, the Patron agrees to pay interest at the rate of one and one half percent (1.5%) per month on all amounts which remain unpaid after the due dates.
4. **Additional Charges.** The Caterer reserves the right to make reasonable additional charges for functions extending beyond the time agreed upon in this Contract. Such additional charges are to be paid in full immediately upon conclusion of the function.
5. **No alcohol to Minors.** The Patron acknowledges that state law prohibits the sale, or service of alcoholic beverages to, or the consumption of alcoholic beverages by minors. The Patron agrees that in the event any minors are present at the function, the Patron shall designate a special adult committee to supervise the minors and shall guarantee to the Caterer that no alcoholic beverages will be sold or served to, or consumed by such minors.
6. **Menu Substitutions.** Caterer shall have right to make substitutions in the menu, in the event chosen items are not available, without the prior consent of the patron for any item or items which shall not be reasonably and readily obtainable in the open market.
7. **Failure to Perform Contract.** The Caterer shall not be liable for the failure to perform this Contract due to delays, strikes, storms, accidents or other causes beyond its control or for its inability to perform this Contract because of any assertion of rights by the facility, which prohibits the Caterer from performance.
8. **Acceptance of Contract.** This Contract shall not be valid or enforceable unless approved and accepted by the Caterer in writing.
9. **Cancellation by Patron - Damages.** Because the actual damages that the Caterer would sustain if the Patron cancelled this Contract are uncertain and would be difficult to ascertain accurately, the Patron and the Caterer agree in good faith to estimate, in advance, the amount of damages that cancellation by the Patron is likely to cause the Caterer. When this Contract is signed and the function date is specified, it is necessary for the Caterer to reserve the function date, reserve staff personnel, arrange for necessary equipment, order food and supplies and incur other obligations which are necessary for the successful completion of the services of this Contract. Patron may cancel this Agreement up to one hundred eighty (180) days prior to the Event Date. Patron must notify RAM in writing, of its intent to cancel. In the event Patron cancels this Agreement between ninety one (91) and one hundred-seventy nine (179) days before the Event Date, RAM shall be paid fifty percent (50%) of the full amount of the contract price due hereunder. In the event Patron cancels this agreement between thirty (30) and ninety (90) days before the Event Date, RAM shall be paid seventy-five percent (75%) of the full amount of the contract price due hereunder. In the event Patron cancels this agreement less than thirty (30) days before the Event Date, RAM shall be paid the full amount of the contract price due hereunder. If the Contract is cancelled by the Patron at any other time, the Patron and Caterer agree that all non-refundable deposit in the amount stated on the front page of this Contract shall be reasonable and just compensation to the Caterer for the damages it sustains. In the event of the death of an immediate family member, "the client" is permitted to move the event to a mutually agreed on day/date with the caterer at no additional cost; other than those costs associated with canceling the event on the signed contract date; ie: the deposit, perishable item, etc. Any monies collected prior to the event aside from the above listed will be transferred to the newly mutually agreed on event date for the same size/style event.
10. **Collection Costs.** If it is necessary to refer this Contract to an attorney or agency for collection, the Patron shall be responsible for any and all collection costs, including attorney's fees in the amount of \$350.00 per hour, reasonable collection agency fees, court costs, interested and administration expenses incurred by the Caterer to enforce the provisions of this Contract. All collection costs incurred by the Caterer shall be due regardless of whether a lawsuit is instituted to enforce this Contract. The signer of this Contract agrees to be held personally responsible for payment of all amounts due, if the Patron is a corporation and fails to pay or issues a check that does not clear the bank.
11. **Nonwaiver by Caterer.** The failure by the Caterer to take action on any default by the Patron shall not constitute a waiver by the Caterer of that or any other default by the Patron. No express waiver by the Caterer of any provision or performance under this Contract or of any default by the Patron shall be construed as a waiver of any other or future provision, performance or default. No claim or right arising out of a breach or renunciation of the claim or right unless the waiver or renunciation is supported by consideration, in writing and signed by the aggrieved party.
12. **Outside Food.** No outside food or beverage or any edible party favors may be brought to an event by any party without prior approval of RAM Caterers' Rabbinical Supervisory agency.
13. **Any and all events using the outdoor spaces must conclude the use of the outside spaces by 8:30pm.** Please check with the caterer prior to setting any and all times regarding the event. In the event the client sets times/time frames that the use of the outside will exceed the 8:30pm village restriction, the use of the outside is forfeited and is not permitted to be used.