#### The Contract

- A \$600.00 (non-refundable) deposit and a signed contract are required to reserve the date.
- In case of forecasted inclement weather, an event can be rescheduled with a 24 hour notice. In the event of a same day cancellation *due to weather*, we will retain your deposit and you can reschedule up to one year in advance and your deposit will be applied in full.
- Should your event be canceled 10 or more days in advance for any reason, any payments made other than your deposit, will be refunded in full.
- For a full refund, including your deposit, we must receive a written request for cancelation at least 60 days prior to your scheduled event.
- Any personal information received will only be used to fill your order. We will not sell or redistribute your information to anyone.
- We do all of our prep work, food storage and cleaning at a fully licensed commercial restaurant d.b.a.
- Ella's Wood Burning Oven Restaurant, in Wareham, Ma.
- ServSafe Certified, Allergen Certified

### What we need:

- We require an electric hook up to operate a refrigerated prep unit and lights (4.9 amps, 110 volts).
- When necessary, we generate our power using a small quiet and clean generator.
- We work out of a 10 x 10 tent and require additional space for our catering truck and oven, either behind our tent or to the side
- Level and firm ground

## Mandatory Set-Up Fee: \$600

### What is Included...

- Disposable plates, napkins & utensils
- One chef and one server.\*
- We come prepared with our own 6ft hand-crafted wood buffet tables and some simple decorations for the display of plates, utensils and napkins as well as the food we prepare.
- We provide food service for 2 hours.
- Additional time may be added at a rate of \$3 per guest per ½ hour. If event goes over allotted time, this charge will be added automatically.
- \*Parties with 50 guests or more may require additional servers and/or cooks. This is dependent upon the size of your party.

### Payments:

- Payment of the final bill by cash or personal check is due upon our arrival of your scheduled event prior to our set-up.
- All prices are subject to Massachusetts State & Local Meal Tax plus an 20% Administrative Fee.

#### **Guarantee:**

A guaranteed number of guests attending is due 10 days prior to your event.

The efforts of Ella's Wood Burning Oven Catering's staff and resources has been set aside for you to provide outstanding personal service, therefore, we will not overbook our services and have likely turned away other events for your date. For this reason, the client agrees that if the actual number of guests is less than the guaranteed number, the client will still be charged for the guaranteed number. If the actual number of guests exceeds the guaranteed number the client will be charged accordingly.

#### Leftover Food Items:

Food items left over after all guests in attendance have been served and the service time agreed upon has been fulfilled, will be taken away with us at clean-up. Health and Safety regulations combined with variables in maintaining safe temperatures and storage of food items makes it so there will be **no exceptions to this policy**.

# Liability:

Ella's Wood Burning Oven Catering will not be held liable for any damage to rented equipment or property or loss of property which may be caused by the client's guests or other service providers retained by the client.

Ella's Wood Burning Oven Catering will not be held liable for any damage to rented equipment or property, or loss of property including but not limited to septic systems, landscaping and/or inground sprinkler systems caused by our staff or agents. Ella's Wood Burning Oven Catering is subject to all provincial and local laws regarding insurance, disability, health and safety.

# **Hold Harmless:**

Ella's Wood Burning Oven Restaurant & Catering shall be excused and held harmless for the failure to perform any obligation hereunder when prevented from doing so by cause or causes beyond its control which shall include, but not be limited to labor disputes, civil commotion, war, fire or other casualty, inability to obtain any material or services, an Act of God, or any serious maintenance problem which, in its sole discretion and judgement, will impair efforts to properly host such a function. In such cases, money or deposit will be refunded.

By signing this contract, I, hereby acted and agree to all of the terms are	<u> </u>	Wood Oven Catering.
(Client Signature)	(Date)	
FOR STAFF USE ONLY:		
(Deposit Received)	(Method of Payment	(Authorized Signature