

# Terms and Conditions

This Catering Agreement is entered into between Bean 'N Breek Coffee LLC ("Caterer") and, the company/person paying for coffee catering services ("Client") (together, "Parties") and sets forth the agreement between the Parties relating to catering services to be provided by the Caterer for Client for the event identified in the quote provided via email.

## 1. Event details

Client is hiring Caterer to provide coffee beverages, and related services, for their event identified on their online booking form and confirmed in their email titled Coffee Services. Any changes to these event details must be made direct to Bean 'N Breek Coffee with at least 14 days notice before the event start date and may require additional payment.

## 2. Menu to be served

The Parties have agreed to the menu. Caterer reserves the right to make small changes to the menu if key ingredients are unable to be sourced due to reasons beyond the control of the Parties.

-- Most espresso based drinks can be served hot or iced --

### Drinks

Latte  
Cappuccino  
Espresso  
Americano  
Flat White

### Refreshers

Client has an option to choose a refresher package which includes 3 refresher drinks

### Syrups

Client has up to 4 syrup choices for latte beverages

### Milk options

Whole Milk and Oat Milk

### 3. Coordination with venue

Caterer will need to have access to the Venue no later than 1.5 hours in advance of the Start Time for the Event, and 1 hour after the End Time for clean up and load out. Client will make all necessary arrangements, at Client's expense, to get this access arranged.

Caterer can set up our coffee carts and all coffee-making equipment outside as long as there is no chance of rain and the temperature is above 40F and below 90F. Please note that all espresso machines do not work effectively in extreme temperatures.

### 4. Payment terms

Payment will be made to the Caterer as follows:

A non-refundable deposit equal to **50% of the total invoice** is required at the time of booking to secure the event date and time. The **remaining balance must be paid in full no later than seven (7) days prior to the scheduled event date.**

Failure to remit the full balance by this deadline may result in **cancellation of services**, and the deposit will be **forfeited**.

Payment can be made by credit card or check. Make checks payable to Bean 'N Breek Coffee LLC and mail to 17835 80<sup>th</sup> Avenue, Tinley Park, Illinois 60477. Once payment has been received, Caterer services for the event will be confirmed.

Should the estimated number of guests increase, a new estimated total cost will be determined and added to your invoice. If the estimated number of guests does change, the client must inform the caterer in writing, 14 days in advance of the event with a final guest count.

### 5. Responsibilities for related costs

Client is solely responsible for all costs and/or deposits relating to the use of the Venue, and for obtaining any necessary permissions, authorizations, or other requirements of Caterer providing services at the Venue.

Electricity/power will be provided by the client of 1 x dedicated 120v circuit/20 amp per espresso machine and an additional 15amp outlet for other service equipment. Caterer will provide all extension cables. Without adequate power, espresso machines and grinders can malfunction and cause damage. Espresso-based drinks cannot be provided without the

correct amount of power and no refund will be issued in the event of an inadequate power supply. For standard 120V connections, we must be within 25ft of the power outlets.

## **6. Insurance**

Caterer has or will obtain, general liability insurance relating to Caterer's services at the Event.

## **7. Indemnification**

Client will indemnify Caterer for any damage, theft, or loss of Caterer's property occurring at the event, to the extent caused by the negligence of any of Client's guests or staff.

## **8. Cancellation**

If the Client needs to cancel the event, Client must provide written notice to Caterer to effect cancellation.

Client understands that upon entering into this Contract, Caterer is committing time and perishable resources to this Event and thus cancellation would result in lost income and lost business opportunities in an amount hard to precisely calculate. Therefore, the following cancellation limitations will apply.

For events canceled 30+ days prior to service, a 70% from the total invoice amount will be refunded.

- For events canceled 8-14 days prior to service, we will refund 50% of the total invoice amount.
- For events canceled 1-7 days prior to service, unfortunately no refund will be given. This bums us out, but for events canceled on late notice like this, we've already staffed your event, ordered all your product, and deployed our admin team to finalize all logistics and important details.

\*Please note, if we've already ordered items like custom branding that is non-returnable and non-refundable for us, you will still be charged for those items.

## **9. Limitation of remedies**

If Caterer cannot fulfill its obligations under these terms and conditions for reasons outside of its control, Caterer may, with Client's written consent, locate and retain a replacement catering company at no additional cost to Client, or refund Client's money in full. Caterer will not be responsible for any additional damages or compensation under these

circumstances.

#### **10. Resolution of disputes**

We aim to delight all our clients and their guests. If this is not the case, please let us know so we can make it right.

The Parties agree to not post any negative information about the other arising out of the Event on any online forum or website without providing advance written notice of the intended content thereof, and providing the other party with an opportunity to resolve any issues between the parties amicably.

#### **11. Jurisdiction and Venue**

These terms and conditions will be interpreted according to the laws of the state and county in which the catering service is taking place.

#### **12. Entire Agreement**

This document, along with its exhibits and attachments, constitutes the entire agreement between the Parties.