

This Catering Contract (the “Agreement”) is dated this _____ day of _____, _____.

CLIENT: _____ (the “Client”)

CATERER: Liquid Hero Brewery, LLC, 50 E North Street, York, PA 17401 (the “Caterer”)

BACKGROUND

- A. The Client requires catering for a single event (the "Event") and is of the opinion that the Caterer has the necessary qualifications, experience and abilities to provide catering services to the Client.
- B. The Caterer is agreeable to providing such catering services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Caterer (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

1. SERVICES PROVIDED

- a. The Client hereby agrees to engage the Caterer to provide the Client with the following catering services (the "Services"):
 - a. Provide food as buffet style, the use of the space, indoor seating, outdoor seating area (weather and season permitting), general stocked bar items, bar staff, clean-up of provided food items, and any other items as listed in Section 16 of this Agreement and further defined in Exhibit A.
- b. The venue for the Event and delivery of the Services is:
 - a. 50 E North Street, York, PA 17401.
- c. The time for the Event and delivery of the Services is:
 - a. ___ / ___ / ___ Date and time of Event (the “Event Date”)
- d. The Services will also include any other catering tasks which the Parties may agree on. The Caterer hereby agrees to provide such Services to the Client.
- e. All drinks will be provided as a cash bar

2. TERM OF AGREEMENT

- a. This Agreement is of full force and effect from the date of this Agreement until the Event is over, subject to cancellation as provided in this Agreement.

3. CANCELLATION

- a. If Client wishes to cancel this Agreement, the Client must provide written notice to the Caterer at least 15 days before the Event Date. As a result of such cancellation, Caterer will return the Deposit to the Client, less a \$100 cancellation fee.
- b. If Client cancels this Agreement within seven (7) days of the Event Date, all Deposits and Compensation paid to Caterer will be forfeited by Client.
- c. Caterer reserves the right to cancel this Agreement for any reason fifteen (15) days prior to Event Date and will issue Client a full refund.
- d. The Caterer may cancel this Agreement at any time for reasons related to acts of God, war, government regulations, epidemics, pandemics, disaster, strikes, civil disorders, curtailment of transportation facilities, pr other emergencies which make it illegal or impossible for the Caterer to perform its obligations. If such cancellation occurs, Caterer will provide Client with a full refund.

4. PERFORMANCE

- a. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

5. CURRENCY

- a. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

6. COMPENSATION

- a. The Caterer will charge the Client a flat fee of \$ _____ for the Services (the "Compensation").
- b. A non-refundable deposit of \$500.00 (the "Deposit") is payable by the Client upon execution of this Agreement.
- c. For the remaining amount, the Client will be invoiced five (5) days prior to the Event Date.
- d. Invoices submitted by the Caterer to the Client are due upon receipt.
- e. The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Compensation.
- f. It is further understood that fluctuations in menu item pricing may occur more than five (5) days prior to Event Date and affect the final Compensation amount. If this occurs and the menu item price increases, the Client has the following options:
 - a. Pay the additional cost based on the current adjusted price
 - b. Substitute other lower priced menu items as available
 - c. Cancel the Agreement if more than 15 days prior to the Event Date
- g. If the Event runs longer than the agreed upon event time as defined in Section 1.c., Caterer may charge Client for additional staff hours.

7. INTEREST ON LATE PAYMENTS

- a. Interest payable on any overdue amounts under this Agreement is charged at a rate of 5.00% per annum or at the maximum rate enforceable under applicable legislation, whichever is lower.

8. MENU DETAILS

- a. The Caterer agrees to provide the following menu items:
 - a. *(Menu items)*
- b. All menu changes must be submitted to the Caterer seven (7) days prior to the Event Date.
- c. Beer menu will be confirmed directly with Client prior to the event.

9. LEFTOVERS

- a. Client may take home any leftovers in containers provided by Caterer. Caterer reserves the right to discard any leftover food items that may be at risk for foodborne illness.

10. GUEST CONFIRMATION

- a. The Client will have _____ guests at the Event.
- b. The Client must confirm the number of guests seven (14) days prior to the Event Date.
- c. If the number of guests increases within seven (7) days of the Event Date, the Caterer has the option, but not the obligation, to increase the Compensation accordingly in order to accommodate the increase in number of guests. Any decrease in the number of guests made within seven (7) days of the Event Date will not incur a decrease in Compensation by the Caterer.

11. TRADE SECRETS

- a. Trade secrets (the "Trade Secrets") include but are not limited to any data or information, technique or process, tool or mechanism, formula or compound, pattern or test results relating to the business of either of the Parties, which are secret and proprietary to that Party, and which give the business a competitive

advantage where the release of that Trade Secret could be reasonably expected to cause harm to the owning Party.

- b. The Parties mutually agree that they will not disclose, divulge, reveal, report or use, for any purpose, any Trade Secrets belonging to the other Party, except as authorized by that Party or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.

12. DAMAGE

- a. Client will be responsible for any damage made to the Caterer's equipment or property during the Event Date.

13. OWNERSHIP OF INTELLECTUAL PROPERTY

- a. All intellectual property including recipes, formulas or similar related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Caterer.
- b. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Caterer.

14. CAPACITY/INDEPENDENT CONTRACTOR

- a. In providing the Services under this Agreement it is expressly agreed that the Caterer is acting as an independent contractor and not as an employee. The Caterer and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Caterer during the Term. The Caterer is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Caterer under this Agreement.

15. AUTONOMY

- a. Except as otherwise provided in this Agreement, the Caterer will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Caterer will work autonomously and not at the direction of the Client. However, the Caterer will be responsive to the reasonable needs and concerns of the Client.

16. EQUIPMENT

- a. Except as otherwise provided in this Agreement, the Caterer will provide at the Caterer's own expense, any and all foods and menu items, utensils, cutlery, tableware, napkins, trash cans and any other supplies necessary to deliver the Services in accordance with the Agreement.

17. NO EXCLUSIVITY

- a. The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, before or after the Event, to engage or contract with third parties for the provision of services similar to the Services.

18. NOTICE

- a. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing (email accepted) and delivered to the Parties at the following addresses:

1. Client Name
Client Address
Client Email Address

2. Liquid Hero Brewery, LLC
50 E North Street, York, PA 17401
liquidherobeer@gmail.com

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally or via email, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

19. INDEMNIFICATION

- a. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

20. MODIFICATION OF AGREEMENT

- a. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

21. TIME OF THE ESSENCE

- a. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

22. ASSIGNMENT

- a. The Caterer will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

23. ENTIRE AGREEMENT

- a. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

24. ENUREMENT

- a. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

25. TITLES/HEADINGS

- a. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

26. GENDER

- a. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

27. GOVERNING LAW

- a. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

28. SEVERABILITY

- a. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

29. WAIVER

- a. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

In witness Whereof the Parties have duly affixed their signatures under hand and seal on ____ day of _____, _____.

Client Name

Liquid Hero Brewery, LLC

Name:

Exhibit A

Event Date:

Duration of Event:

Selected Menu Items:

Beer Selections:

Total Cost of Food:

Total Cost of Beer:

Total Cost of Space:

Other Costs:

TOTAL COSTS: