**Food Services Agreement**

This Food Services Agreement (the “Agreement”) is entered into and made effective this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ (the “Effective Date”), by and between **John Doe**, with a mailing address of 1234 Heartland Drive, Anywhere, State 12345 (the “Client”) and **We Supply People, LLC**, a *[insert state in which incorporated]* corporation *[or limited liability company if applicable]*, with a mailing address of 123 Main Street, Somewhere, State 54321 (the “Company”). The Client and the Company shall collectively hereinafter be known as the “Parties” or “Party,” as applicable.

 **WHEREAS**, the Company offers food service personnel and the Client desires to retain the Company to provide such services in connection with the details outlined herein;

**WHEREAS,** this Agreement is intended to outline the terms and conditions applicable to the service aspects of such business relationship between the Parties.

 **NOW, THEREFORE,** in consideration of the premises and the mutual covenants contained herein, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto covenant and agree as follows:

1. **DESCRIPTION OF SERVICES.** On *[insert date]*, between the hours of *[insert hours of food service]*, the Company will provide food service personnel to the Client (the “Services”) on premises at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert venue, street address, city, applicable event information]* (the “Event”). More specifically, the Client requires \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert the number and type of each server needed, e.g., two (2) food servers, one (1) dishwasher, etc. – but not bartender; bartenders have specific responsibilities much different from typical food service personnel…see first bullet under Key Points in content outline]*.
2. **PAYMENT.** A total fee in the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert fee amount – for example, Five Hundred Dollars ($500)]* shall be paid by the Client to the Company, according to the following schedule, for payment of the Services (“Payment”). A nonrefundable deposit (“Reservation Deposit”) in the amount of *[insert dollar amount or percentage of total fees]* is required within \_\_\_\_\_ *[insert number of days]* after the Effective Date stated above and shall not be refunded for any reason except for those situations outlined herein. The remaining balance (“Outstanding Balance”) shall be paid no later than two (2) weeks *[or other time period]* prior to the performance of the Services. Payment shall be in the form of check or credit/debit card.

\*\*\*if you choose to not request a deposit, use the following paragraph\*\*\*

1. **PAYMENT.** A total fee in the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert fee amount – for example, Five Hundred Dollars ($500)]* shall be paid by the Client to the Company no later than one (1) week *[or other time period]* prior to the performance of the Services. Payment shall be in the form of check or credit/debit card.

\*\*\*insert this paragraph ONLY if your company allows extended hours\*\*\*

The Services shall be rendered during the times indicated above. However, should the Client at the time of the performance of the Services, desire to extend the time period for the Services (“Additional Services”), the Company may, in its sole discretion, accept such Additional Services and be paid an hourly rate of $\_\_\_\_\_\_\_ *[insert hourly “overtime” rate]* which shall be invoiced to the Client or charged to the credit/debit card (if such was initially provided to the Company), at the discretion of the Company, at the conclusion of the agreed upon Additional Services time period.

1. **CANCELLATION.** As stated above, the Reservation Deposit is nonrefundable*[if you have asked for one in Section 2]*. A minimum of *[insert day for notice – must be more than the time determined for payment of the Outstanding Balance]* days’ notice is required to cancel the Agreement and to avoid payment of a cancellation fee. Any cancellation made less than *[insert cancellation time]* prior to the performance of the Services will result in a cancellation fee of $ \_\_\_\_\_\_\_\_\_ *[insert amount of cancellation fee…should be substantial enough to deter individuals from canceling]*. If the cancellation is the result of the Company, all funds paid to the Company by the Client will be refunded to the Client, including the Reservation Deposit*[if you have asked for one in Section 2]*, within *[insert number of days]* days following cancellation by the Company.
	1. **Cancellation by Venue**. Should the location/venue cancel the Event for any reason beyond the control of the Client, the Company shall refund any funds paid to it following notification to the Company by the Client of such cancellation by the location/venue. The Company shall have no responsibility and liability beyond these terms.
2. **STAFF**. The Company shall assign food service personnel (“Staff”) (as determined by the Company based on the number of guests expected for the Event) exclusively for the performance of the Services. The Company reserves the right to change any Staff assignment and substitute another Staff member at any time due to illness or other emergency. Staff shall wear a uniform of white shirt and black pants *[or other uniform colors as desired]*. The Staff shall not drink any alcoholic beverages during the performance of the Services regardless as to whether such alcohol was bought by the Staff member or bought by an Event guest for that Staff member. Staff shall be allowed a 15-minute break for every four (4) hours of work and one half hour (1/2) for a lunch break should the Services last over eight (8) hours. No smoking is allowed by the Staff except in an outside location reasonably away from any Event festivities (and in designated areas of a location/venue if posted).
	1. **Confidentiality**. Staff may, during the performance of the Services, overhear or be privy to business or propriety information discussed at the Event. Such information shall remain confidential and shall survive the termination of this Agreement.
	2. **ServSafe Certification**. The Company affirms that all Staff have been trained in various ServSafe programs and such certifications are current to date. The Company will provide copies such certificates of the assigned Event Staff upon request of the Client.
3. **LAWS AND PERMITS**. The Company shall be responsible for the acquisition of all licenses and/or permits required to provide the Services. Additionally, it is the responsibility of the Company to comply with all regulations of state and local health departments in the service of food products. The Staff shall not, under any circumstances, serve alcoholic beverages. If bartending services are sought, the Company shall provide same under a separate and specific contract.
4. **BACKGROUND CHECK; CRIMINAL RECORD**. The Company affirms that all Staff have been fully vetted and passed a background check, along with any international, federal, state, and local searches deemed necessary. No Staff member has any criminal history relating to assault, sexual assault, sexual battery, child abuse, violence directed at children, and is not listed as a sex offender on either a federal or state-based registry. Additionally, for purposes of federal immigration law, all the Company Staff have provided the Company with documentary evidence of identity and eligibility for employment in the United States.
5. **LIMIT OF LIABILITY.** In the unlikely event that the Company is unable to perform the Services due to an extreme illness, act of God, act of terrorism, flood, war, government laws and/or regulations, and/or other conditions beyond the control of the Company, the Company will make every effort to secure a replacement. If the situation should occur and the Company is unable to secure a suitable replacement, responsibility and liability as to the Company is limited to the return of all payments received for the Services.
6. **LICENSE AND INSURANCE**. The Company shall be licensed and approved for doing business in the state, county, and/or city of the Services provided. Additionally, the Company shall be insured and/or bonded as to its services. The Company acknowledges and agrees that this information may be subject to verification by the Client prior to the initiation of the Services. The Company shall cooperate fully in providing the Client with requested supporting documentation.

The Company shall maintain a policy(ies) of commercial general liability insurance with limits of liability of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate. All insurance required to be maintained by the Company pursuant to this Agreement shall be maintained with responsible companies qualified to do business, and in good standing, in the state of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert state of Company]* and which have a rating of at least “A-” in the most current A.M. Best’s Insurance Guide or such similar rating as may be reasonably expected. If the Company cannot or will not provide evidence of the appropriate insurance coverage within five (5) business days of the Effective Date herein, this Agreement shall terminate at that time and any funds [or Reservation Deposit *[if you have asked for one in Section 2]]* shall be refunded to the Client within five (5) business days of termination.

1. **TERMINATION**. This Agreement shall terminate upon the occurrence of any of the following: (i) in the event either Party defaults in any material obligation owed to the other Party pursuant to this Agreement, then this Agreement may be terminated if the default is not cured following five (5) days’ written notice to the defaulting party and/or (ii) the Company becomes bankrupt or insolvent, or bankruptcy or insolvency proceedings are instituted against the Company and the proceeding is not dismissed within sixty (60) days of commencement.
2. **MEDIATION AND ARBITRATION**. Any dispute, claim, or controversy arising from or relating to this Agreement must exclusively be resolved first by mediation with a single mediator selected by the Parties, with such mediation to be held in \_\_\_\_\_\_\_\_\_\_\_ *[City]*, \_\_\_\_\_\_\_\_ *[State]*. If such mediation fails, then any such dispute shall be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association in effect at the time the arbitration proceeding commences, except that (a) \_\_\_\_\_\_\_ *[state of Company]* law and the Federal Arbitration Act must govern construction and effect, (b) the locale of any arbitration must be in \_\_\_\_\_\_\_\_\_\_\_ *[City]*, \_\_\_\_\_\_\_\_ *[State]*, and (c) the arbitrator must with the award provide written findings of fact and conclusions of law. Any Party may seek from a court of competent jurisdiction any provisional remedy that may be necessary to protect its rights or assets pending the selection of the arbitrator or the arbitrator’s determination of the merits of the controversy. The exercise of such arbitration rights by any Party will not preclude the exercise of any self-help remedies (including without limitation, setoff rights) or the exercise of any non-judicial foreclosure rights. An arbitration award may be entered in any court having jurisdiction.
3. **APPLICABLE LAW.** This Agreement shall be construed and governed by the law of the state of *[insert state of Company]* without regard to principles of conflicts of law
4. **MISCELLANEOUS.**
	1. **No Waiver**. The failure of a Party to require strict performance of any provision of this Agreement by the other, or the forbearance to exercise any right or remedy, shall not be construed as a waiver by such Party of any such right or remedy or preclude any other or further exercise thereof or the exercise of any other right or remedy.
	2. **Severability**. The invalidity or unenforceability of any provision of this Agreement does not affect the validity or enforceability of any other provision of this Agreement.
	3. **Entire Agreement; Amendments.** This Agreement has been freely negotiated and contains the entire understanding between the Parties for the Services outlined herein. The Parties acknowledge that they have read and understand the terms contained herein and agree to same. This Agreement supersedes all prior agreements, representations, or understanding (whether written, oral, implied, or otherwise) between the Parties. These terms may not be amended or modified, in whole or in part, except by an express written agreement between the Parties.
	4. **Headings**. The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning of any provision of this Agreement.
	5. **Counterparts; Facsimile and Electronic Signatures.** This Agreement may be executed in counterparts, all of which together shall constitute one and the same agreement. Any electronic signature shall have the full weight and authority as an original signature on this Agreement. Additionally, any signature page delivered electronically or by facsimile shall be binding to the same extent as an original signature page with regards to any agreement subject to the terms hereof or any amendment hereto.

**IN WITNESS WHEREOF, the Parties have executed this Agreement as identified below and as of the Effective Date of this Agreement.**

 **“CLIENT”**

 **JOHN DOE**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature

 **“COMPANY”**

 **WE SUPPLY PEOPLE, INC./LLC**

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 Signature of Authorized Company Representative

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 Printed Name of Authorized Company Representative