

Sling N’ Scoops Custom Cup/Popsicle A La Carte Catering Contract

This Catering Contract (hereinafter, the “Contract”) is entered into as of _____, 20____, by and between _____, (hereinafter, the “Client”), and Sling N’ Scoops, LLC (hereinafter, the “Caterer”). Both parties have entered into this Contract freely and voluntarily and agree to be bound by the same.

1. **Purpose:** The Client is hiring the Caterer to provide and serve artisan ice cream and/or popsicles at the following Event:

- a. Type of Event: _____ . Date of Event: _____ .
- b. Client Phone Number: _____ .
- c. Client Name(s): _____ .
- d. Approximate Number of Guests/Attendees: _____ .
- e. Delivery Time: _____ .
- f. Event Location:
 - i. Name of Venue: _____ .
 - ii. Address of Venue: _____ .

2. **Description of Services to be Provided:** By entering into the Contract, and upon receiving payment of the agreed upon amount specified in Paragraph 3 hereof, Caterer agrees to deliver its artisan ice cream products and/or popsicles at the time they are ready to be eaten and set them out on a table the venue provides. For the agreed upon Contract price, Caterer will deliver _____ cups of ice cream (each cup consisting of three (3oz) and/or _____ popsicles (each consisting of three (3oz)). Additional cups and/or popsicles may be added to the Contract at an additional cost. If any ice cream and/or popsicle product remains unserved, the Client shall assume possession thereof, and Client shall be responsible for disposal of said product. Client will select flavors of ice cream and/or popsicles to be served at the Event. Client must notify Caterer of said flavor selections by no later than thirty (30) days in advance of the Event, and may do so by telephone, email, text, or by appearing at Sling ‘N Scoops store in Red Bud, Illinois in order to taste the available flavors for selection

purposes. If the Client fails to notify the Caterer of Client's preferred flavors at least thirty (30) days prior to the Event, Caterer will provide a standard selection of flavors of its own choosing.

3. **Photo booth:** Caterer shall offer the Client a photo booth option at cost of \$_____.
4. **Payment and Price:** The price of Caterer's services under this Contract is \$_____. Fifty percent (50%) of said amount is due as a deposit at the time this Contract is executed, and the remaining amount shall be due no later than thirty (30) days in advance of the Event.

Note: Sling N' Scoops' primary place of business is located at 204 S. Main Street, Red Bud, Illinois. Mileage fees pay apply depending on the Event Venue location. Additional mileage fee of \$_____

5. **Cancellation:** In the event that the Client wishes to cancel Caterer's services, Client must notify Caterer of said cancellation as soon as possible. If Client cancels Caterer's services, Caterer shall retain the full amount of the initial deposit, and no refund will be available to Client.

Should Caterer become unavailable to provide the agreed upon services on the date of the Event for any reason other than the Client's own modification as discussed in Paragraph 5 below, Caterer shall provide a full refund of all funds to the Client. However, the parties agree that under no circumstances shall Caterer be liable to Client for any claim of financial or emotional damages allegedly suffered by Client as a result of Caterer's cancellation or unavailability.

6. **Modification:** Client must notify Caterer of any modification of the location or time of the Event at least thirty (30) days in advance of the original time of the Event. All modifications are subject to approval by Caterer and will alter the terms of this Contract at Caterer's discretion.
7. **Release from Liability:** The parties agree that Client hereby releases Caterer from any and all liability relating to Caterer's provision of services at the Event, including but not limited to claims of liability relating to the alleged contamination of Caterer's ice cream and/or popsicle products.
8. **Severability:** The invalidity or unenforceability of any provision of this Contract does not affect the validity or enforceability of any other provisions of this Contract, which shall

remain in full force and effect. If any covenant or provision of this Contract is determined to be unenforceable by reason of its extent, duration, scope, or otherwise, then the parties contemplate that the court making such determination shall reduce such extent, duration, scope, or other provision and enforce them in their reduced form for all purposes contemplated by this Contract.

9. **Attorneys' Fees:** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.
10. **Governing Law:** This Contract is governed by and construed in accordance with the laws of the State of Illinois.

The Parties hereby agree to all of the terms and provisions of this Contract as set forth above as demonstrated by their signatures below:

CLIENT:

Printed Name of Individual or Representative: _____

Signature of Individual or Representative: _____

Date: _____

CATERER:

Printed Name of Individual or Representative: _____

Signature of Individual or Representative: _____

Date: _____