



## SAMPLE TERMS AND AGREEMENT FOR ILFORNO by GUIDOS CATERING

CUSTOMER / GROUP NAME: Mr. & Mrs. Smith

CUSTOMER PHONE: (314) 444-5050

CUSTOMER EMAIL: smithfamily@gmail.com

BILLING ADDRESS: 123 Cherrybrook Lane St. Louis, MO 63111

EVENT COORDINATOR/DAY OF CONTACT NAME: Jane

DATE DEPOSIT GIVEN: 1/1/19 AMOUNT:\$671 PAYMENT TYPE: MC

EVENT DATE: 7/1/2019

EVENT LOCATION: 123 Cherrybrook Lane St. Louis, MO

EVENT TYPE: Family Reunion

START TIME: 06:00pm END TIME: 10:00pm

FINAL NUMBER OF GUESTS: 100

PRICING BREAKDOWN: \$2684 plus tax, gratuity, and any day of event additional costs

- \$200 Setup Fee
- \$100 Server Fee x1 (4 hours)
- \$264 Bartender Fee x2 (\$33 per hour x4 hours)
- \$240 Guido's Caprese Skewers \$1.20 each (2 per person x 100)
- \$130 Guido's Meatball Skewers \$0.65 each (2 per person x 100)
- \$125 Guido's Mini Cannolis \$2.50 each (1 per person x 50)
- \$125 Guido's Mini Cheesecakes (50) & Mini Gooey Butters (50) (\$1.25 each)
- \$1,500 Minimum requirement (3-4 Styles of Wood Fired Pizza for 4 hours)  
\*anything over 50 pizzas, \$12 per pizza



Date of event: July 01, 2019

Type of event: Family Reunion

Name: Mr. & Mrs. Smith

Address: 123 Cherrybrook Lane, St. Louis, MO 63111

E-mail: smithfamily@gmail.com

Phone number: (314) 444-5050

Day of Event Contact: Jane

Day of Event Contact Phone: (314) 444-5050

Number of guests: 100

Arrival time: 3:00pm (allows for setup of oven)

Service time: 06:30pm

Select Menu:

- (200) Caprese Skewers
- (200) 2oz. Meatball Skewers
- (3) Assorted Dessert Trays (mini cannoli, mini cheesecake, mini gooey)
- Assorted Wood Fired Neapolitan Style Pizza Menu
  - Margherita
  - Sausage
  - Pepperoni
  - Specialty Pizza of Host choice



Serving style: Buffet

Beverages: None

Rental Items: None

Special requests:

- 2 Bartenders and 1 Staff Member to oversee and assist where needed
- Chaffing Dishes and Sternos for Meatball Skewers
- Lemons and Limes sliced for beverages
- Garlic Knots to be made as fillers if needed
- Thin Crust Pizza shells for later in the evening

### **DEPOSIT**

- Deposits are 100% refundable prior to 90 days before the event date
- Deposits are non-refundable within 90 days of the event date
- A 25% deposit is required
- A deposit must be placed to secure your event date and current pricing
- You will receive a receipt and confirmation for your event once a deposit payment has been made

### **MENU MINIMUMS**

- A menu minimum of \$1500 is required
- The client is responsible for the difference if the menu minimum is not met

### **FINAL PAYMENT**

- Please see PAYMENT METHOD below to place final payment
- Final payment in full is due the week prior to your event
- Additional staff time & expenses incurred the day of your event will be invoiced within 7 days
- Finance charges will be applied to payments made more than 30 days after your event

### **COST**

- The client is responsible for the invoiced amount of confirmed services and any additional services added by the event coordinator
  - Additional staff time & expenses incurred by the client or coordinator the day of your event will be invoiced within 7 days



### **PAYMENT METHOD**

- Payments and deposits can be made by check and mailed to:  
Guido's Pizzeria and Tapas  
Attn: ilforno  
5046 Shaw Ave.  
St. Louis, MO 63110
- Major credit cards are an acceptable form of payment (A 3% CC Processing fee is charged)
- Cash payments are acceptable, a 10% discount will be applied to your final invoice

### **SERVICE**

- Ilforno staff are primarily responsible for meal service
- Ilforno staff strive to provide great customer service, prompt meal service and a friendly, safe and celebratory environment
- Ilforno Chefs are required for all events (Service Staff are dependent on type of event chosen)
- Ilforno service staff wear appropriate professional uniforms (Black pants, White dress shirt)
- Ilforno Chefs wear chefs coats or Ilforno t-shirts weather dependent
- Service staff needs will be determined by the guest count, menu, and timeline needs

### **SUPERVISION**

- An event coordinator and/or host provided by the client is required for all events over 60 guests
- A lead server or chef will be provided by Ilforno for all events over 60 guests, this does not replace a client provided event coordinator and/or host
- Your event host and/or coordinator is responsible to make any day of event financial decisions, time-based decisions, acquiring additional event needs and venue responsibilities
- Your event host and/or coordinator is responsible for additional vendors, outside rentals, venue policies and mediating unruly or inappropriate guests
- Clients are responsible for communicating the coordinator policies listed on this contract with the contracted coordinator

### **GUEST COUNT**

- An accurate guest count is required from the client to ensure we are properly prepared and able to accommodate your guests
- Food and rental quantities are determined by the client's guest count
- Your minimum guest count is due 14 days prior to your event, Ilforno is not able to reduce your minimum guest count within 14 days
- Ilforno will accommodate additional guests the best we can until 7 days prior to your event
- Ilforno can accommodate special dietary needs confirmed 14 days prior to your event and will do the best we can to accommodate additional needs within 7 days
- Additional guests added on the day of the event may or may not be accommodated
- Additional guests on the day of the event will be invoiced to the client within 7 days of the event



### **CHILDREN**

- Children 13 and older will incur the same costs as adults for all menu items and rentals
- Discounts for children age 12 and younger will be applied to pizza menu items only
- Ilforno does not charge for children younger than age 4
- If rentals (such as highchairs) are needed for children younger than age 4, please confirm in advance

### **FOOD & BEVERAGE QUANTITY**

- Food and beverage quantities are determined by the invoiced guest count
- Ilforno determines food and beverage quantities based on standard nutritional recommendations
- Ilforno will prepare between 5%-10% overage based on the final number of guest provided (this is no charge to you)
- Special dietary needs and restrictions must be confirmed 14 days prior to ensure adequate menu options

### **LEFTOVERS**

- Menu dependent, we will do the best we can to wrap any leftover food in containers provided by you

### **DIETARY RESTRICTIONS**

- Ilforno will always try to accommodate guests with dietary restrictions to our best ability, and will take the necessary precautions to avoid cross contamination whenever possible
- Special dietary needs must be confirmed in advance to ensure our ability to accommodate

### **TIME**

- Event times must be confirmed 14 days prior to the event date
- A menu-based timeline will be provided by Ilforno 7 days prior to your event

### **RENTALS**

- Clients are responsible for any lost or damaged rental items not provided by Ilforno
- Clients will only be responsible for any lost or damaged rental items that exceed 10% of the order
- All rental orders placed through Ilforno must be requested and confirmed 14 days prior to your event

### **CANCELLATION BY CLIENT**

All prepayments and deposits are forfeited if you, the Customer, cancel the event anytime. Ilforno by Guido's Pizzeria & Tapas will apply the entire balance of your deposits and prepayments, less \$100 towards another event occurring within 90 days of the original event date. Subject to our availability. All costs are subject to change.

### **DAMAGE & LIABILITY**

Ilforno by Guido's Pizzeria & Tapas assumes no responsibility for ANY damage or loss of any merchandise, alcohol, equipment, furniture, clothing, or other valuables prior to, during, or after the event. We will do everything possible to ensure that all supplies, rentals, and equipment are cared for and maintained in good working order and without any damage.



**Guido's Pizzeria & Tapas LIABILITY**

**Guido's Pizzeria & Tapas only liability, for third party claims, will be for actions caused by Guido's Pizzeria & Tapas and/or the negligent conduct of its employees.**

**THIRD PARTY LIABILITY**

**Guido's Pizzeria & Tapas assumes no responsibility for the conduct of guests, members and third parties hired to provide services.**

**INSURANCE**

**Guido's Pizzeria & Tapas Maintains General, Automobile and Liability Insurance.**

**ASSIGNABILITY**

**This contract is not assignable without the written consent of Guido's Pizzeria & Tapas.**

**UNLAWFUL ACTIVITIES**

**The client will comply with all the laws of the United States and the State of Missouri, all municipal ordinances and all lawful orders of police and fire departments and will not do anything on the premises in violation of any laws, ordinances, rules or orders. If unlawful activities are occurring on the premises, and event is cancelled, there will be no refund of any kind from Guido's Pizzeria & Tapas to client.**



**I, the client, understand that by using/providing items I own or are providing or by hosting an event in my home/office, that accidents/breakage and damage may occur. I will NOT bill, charge or sue Guido's Pizzeria & Tapas for any loss unless the damage or loss was caused by the willful negligent actions or conduct of Ilforno by Guido's Pizzeria & Tapas or its employees.**

\_\_\_\_\_ Customer Initial

#### **ARBITRATION**

Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in St. Louis, Missouri, before one arbitrator. At the option of the first to commence an arbitration, the arbitration shall be administered either by the American Arbitration Association pursuant to its Commercial Arbitration Rules. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Allocation of Fees and Costs: The arbitrator may, in the Award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

#### **AGREEMENT**

The agreement shall be considered accepted once both parties have signed below. It is our understanding that you are empowered by your group to make these arrangements. A signature delivered by facsimile or electronic means will be considered binding for both parties.

I have read this contract and understand and agree to the rates and terms and conditions of this contract. Please sign and return one copy to Ilforno by Guido's Pizzeria & Tapas. Remember to keep a copy for your records.

Authorized Client Signature: \_\_\_\_\_

Today's Date \_\_\_\_\_

Client's Printed Name: \_\_\_\_\_ Client's Title: \_\_\_\_\_

Client's Function Name: \_\_\_\_\_

Function Date: \_\_\_\_\_ Function Venue: \_\_\_\_\_

Ilforno by Guido's Pizzeria & Tapas, Representative:

Printed Name \_\_\_\_\_

Signature: \_\_\_\_\_ Today's Date \_\_\_\_\_