

FOOD TRUCK TERMS AND CONDITIONS

FOOD TRUCK REQUIREMENTS The food truck requires a level space, on hard ground 25'x20' with 12' of overhead clearance. Vehicle must be situated where guests may access the side of the truck. Vehicle requires a 120V 30A electrical connection (generator may be supplied for a small fee.) No banners or material may be attached to the truck.

SCHEDULING EVENTS A \$250 non-refundable booking fee is required at the time of booking to secure your desired event date. This payment will be applied to the final total billed invoice. This removes the date from inventory, but expires 21 days from time of receipt or once the FOODTRUCK AGREEMENT is executed. If no booking agreement is signed, the first \$250 of the initial payment will be considered the non-refundable booking fee.

GUEST COUNT Client agrees to inform Backyard Catering 7 days in advance of event, as to the final number of guests. All changes related to the services listed in the invoice must be made no later than this date. Client will be charged for the number of guests and services on the invoice if no alternate final number is received. After confirmation of your event, the number of guests may not be lowered. Backyard Catering may or may not be able accommodate the needs of any guests that exceed the contracted amount.

TIMELINE Client agrees to begin the event promptly at the scheduled time and end at the agreed time. Food Truck pricing includes a standard amount of serving and set-up times. Standard times are: .5 hour setup time, 2 hours service time, .5 hours breakdown time, dependent on event detail. Extended serving and set-up times are also available. Additional set-up time may be required as dictated by event facilities or to allow for wedding ceremonies and other programs. These charges, starting at \$75 per hour will be added to your proposal. If event exceeds the contracted timeline, client credit card will be charged the next day, in whole hour increments.

MENU & PRICING Our FOOD TRUCK MENU is extensive and covers numerous food genres. Client will select from 3-5 menu items (based on size of group) to serve their guests and items will be made to order. Pricing will be based on menu selected. We have a minimum \$10 per guest charge and an event minimum of \$500 for weekday events (M-T) and \$750 for weekend events (F/S/S) plus the food truck fee. We have a \$200 Food Truck/Onsite Printed Date: 5/22/2018 Event #: 831245 Page 3 of 5 esign_initials_3 cooking fee per event.

ONSITE EQUIPMENT & MANAGEMENT FEE This fee covers the usage, maintenance, transportation, setup, breakdown & repair of basic equipment needed to display and serve your meal (READ: THE FOOD TRUCK.) It also covers delivery and service of the meal itself. Additionally, it covers the salaries of the normal onsite staff that will deliver, setup, serve, and clean up. There may be additional line-item fees for specialized staff or equipment depending on the details of this agreement. **THE ONSITE EQUIPMENT & MANAGEMENT FEE IS NOT A GRATUITY.**

GRATUITY As a service to our clients, Backyard Catering includes an automatic 10% gratuity on your event invoice. This gratuity will be distributed to all employees who had a hand in your event, including kitchen staff, transportation staff, dishwashers, as well as the servers, bartenders, cooks and captains that you see at the event. If you wish to reward your team for a job well done, above and beyond the 10%, you are welcome to do so onsite.

INITIAL: _____

FACILITY FEES & PERMITS Should function be held in a facility requiring additional fees or permits, inspections, licenses, equipment or conditions for the Food Truck use of/on/at the facility, these additional fees and conditions are responsibility of the client and must be paid 7 days prior to the event.

TRAVEL FEES The BYG Burger Boyz Food Truck operates within 20 miles of our Cypress, Texas kitchen. We are happy to be a part of events outside this radius and will assess each opportunity on a case by case basis and will add the appropriate travel fee to your proposal. If rentals are a part of your event detail, delivery and pick-up fees will be added to your proposal, based on event location.

PAYMENT Payment of 50% of the cost of the event is due with approved FOODTRUCK AGREEMENT. Final payment is due 7 days prior to the event. Backyard Catering is contracting to serve a set number of meals, when we reach that number we will inform the client and, if they want us to keep serving, and we have the materials on hand to continue, will need to provide a credit card to guarantee the sales from that point forward.

CLIENT RESPONSIBILITY Backyard Catering is not responsible for any items provided by client to the event. (i.e. beverages, flowers, cake, gifts, additional foods, dishes, glassware, serving pieces, etc.) We are only responsible for those items and services listed on the Event Agreement as provided by us and no other items. It is understood that the client will conduct the event in an orderly, timely manner, and in full compliance with all applicable laws, ordinances and regulations, and facility contract. Client will provide trash receptacles and collection throughout the event.

FORCE MAJEUR Food Truck performance is contingent upon the absence of accidents, severe weather, mechanical malfunction of the unit, site access, or any other cause beyond the caterer's control. The caterer assumes no responsibility in the event the facility is unwilling or unable to have the event take place on the event date. Caterer is not responsible for any restrictions placed on performance by landlords, property management or any governmental agency. Caterer, may, at its sole discretion, make reasonable substitutions to menu, equipment, and other services listed on the invoice.

CANCELLATION Cancellations will only be accepted in writing. If written cancellation is received more than 30 days prior to the event, the 50% payment, less the \$250.00 non-refundable booking fee, will be refunded. If cancellation is received less than 30 days prior to the event date, client will be responsible for any costs incurred by the caterer by reason of breach thereof, and the 50% payment will be retained as partial liquidation of damage.

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