



Name:

Contact Information:

Catering Date:

Catering Location:

### J DAWGS® CATERING AGREEMENT

IN ORDER TO OFFICIALLY RESERVE YOUR CATERING DATE AND TIME, WE MUST RECEIVE YOUR SIGNED CONTRACT, AND A \$100 DEPOSIT ONE-WEEK PRIOR TO EVENT. IF CONTRACT AND DEPOSIT ARE NOT RECEIVED IN A TIMELY MANNER, YOUR DATE WILL BE SUBJECT TO CANCELLATION.

J Dawgs® catering brings our store to your doorstep—allowing us to prepare dawgs fresh and hot for your event. Additionally, if requested, we also can provide drinks and sides, which are not limited to: potato chips, salads or fresh fruit.

**SITE SELECTION:** J Dawgs® reserves the right to pre-approve the location of your event and may require the opportunity to inspect the site. Due to equipment needs, we require a parking space adjacent to your location, and a level surface to grill on. J Dawgs® maintains the right to relocate if the site is unacceptable.

#### 1. COSTS:

**A. PRICES, SALES TAX & MARK-UP:** *The total cost of your event will be determined by the amount of food ordered, additional service time needed, travel fee, plus applicable sales tax.* Please call for current item prices. Prices, terms and conditions quoted are subject to change; should this occur, you will be notified no less than 7 days prior to the event date. J Dawgs® maintains a strict policy that **dawgs will not be resold or marked up in price in anyway. If at anytime these policies are breached, your event will be terminated.**

**B. MINIMUM CATERING CHARGE & GUARANTEE:** The “Minimum Charge” or “Guarantee” is calculated in the following manner: *200 dawg minimum (\$600), \$75 for every half hour of service time used beyond one and a half (1 1/2) hour). Travel fee is \$2/mile from our store location to your event. Current sales tax is \_\_\_\_\_.*

- Our paperwork indicates you have selected \_\_\_ hours of service time, serving a combination of approximately \_\_\_\_\_ **DAWGS. \_\_\_\_\_ TRAVEL FEE. ADDITIONAL ITEMS \_\_\_\_\_**
- Based on the above order, your estimated total costs including sales tax will be approximately \$\_\_\_\_\_
- Please initial \_\_\_\_\_ that you agree with these amounts. If you do not agree with these amounts, please contact a catering coordinator.

**C. SERVICE TIME:** The “Minimum Charge” entitles you to *1-1/2 hours of service time*. If additional serving time is needed, prior arrangements must be made, and may be assessed an overtime charge of \$75.00 per 1/2 hour. As service time is based on your total minimum order, any changes to the above estimates may also effect your service time.

**D. MILEAGE SURCHARGE:** A mileage charge may be assessed depending on the location of the event. All such charges shall be noted in this section prior to executing this Agreement. Mileage will be charged as follows: **\$2/mile assessed from store location to event.**

**E. INCIDENTAL CHARGES:** If unusual circumstances exist, J Dawgs® may assess an incidental charge. All such charges shall be noted in this section prior to executing this Agreement. Your incidental charges are as follows:

#### 2. TERMS OF PAYMENT:

**A. DEPOSIT:** *A \$100.00 deposit is required upon signing of this Agreement.* Deposits are non-refundable if event is canceled less than 14 days from the catering date. *The receipt of your deposit by J Dawgs® will confirm the reservation of your event, and must be received by the due date above for your reservation to be held.* The full amount of the deposit will be credited against the total charges for the catering service. MasterCard, VISA and American Express are accepted.

**B. BALANCE DUE:** *Final payment must be made at the completion of your event, by check, VISA, MasterCard, Discover, or American Express. Cash will not be accepted unless prior arrangements have been made.* J Dawgs® will issue a final itemized invoice indicating the amount of service received, less any deposits or prior payments.

**3. PROMOTIONAL MATERIALS:** *The use of the J Dawgs® name and logo must be approved prior to any promotional advertising.* All printed materials using J Dawgs® name, logos, trademarks or graphics (“Names and Marks”) must be approved by J Dawgs®. Please email your design to catering@jdawgs.com for 24-hour turn around approval. Logo files are available upon request. J Dawgs® reserves all rights to its Names and Marks; Customer is not given any license to use J Dawgs® Names and Marks by entering into this Agreement.

**4. CHANGES IN TERMS OF AGREEMENT:** If customer desires to change the date, time, location or menu of the event as originally agreed to in this contract, the **customer must inform J Dawgs® of such change no later than seven days prior to the scheduled date of the event.** Please note that J Dawgs® might be unable to make a location change if such notification is less than 24 hours prior to the event.

**5. INDEMNIFICATION REQUIREMENTS:**

**A. Except to the extent such actions or claims arise out of the negligence of J Dawgs®, its products, vehicles, associates (employees), or owners,** customer shall indemnify, defend and hold harmless J Dawgs®, its affiliates, related business entities, associates (employees), owners, and each of them, against any and all actions or claims of the customer and the customer's guests, invitees and representatives and against any and all actions or claims which in any way relate to or arise out of the event.

**B. Except through its own gross negligence, bad faith, or intentional misconduct,** J Dawgs® does not assume liability for any damages or loss whatsoever. Customer agrees that J Dawgs® and its employees shall not be liable to the Customer for any claims, liabilities, or expenses relating to this event for an aggregate amount in excess of the fees paid by the Customer pursuant to this engagement, except to the extent finally judicially determined to have resulted primarily from the gross negligence, bad faith, or intentional misconduct of J Dawgs®.

**6. LIMITATION OF LIABILITY:** In no event shall J Dawgs® or its officers, employees, contractors or suppliers be liable to customer for any punitive, special, exemplary, incidental, consequential or other indirect loss or damage (including but not limited to, loss of profits, loss of revenue, loss of opportunity and loss of use) that may arise out of or in connection with this agreement, including but not limited to, damages or costs resulting from the failure to provide the service regardless of whether such damages could have been foreseen, prevented or had been advised of. Under no circumstances will the collective liability of J Dawgs® and its officers, employees, contractors or suppliers, for any damages incurred, ever exceed the costs of the contract paid or payable by customer to J Dawgs® under this agreement regardless of the form of action, whether based on contract, tort, negligence, strict liability, products liability or otherwise.

**7. RIGHT TO RESCIND:** J Dawgs® reserves the right, at any time, to unilaterally rescind this Agreement and, or to deny service, even after event has commenced, if any event is not conducted (or any personnel related to the event does not conduct themselves) in a manner consistent with the law abiding and wholesome family image of J Dawgs®, which J Dawgs® will decide in its sole discretion.

**8. GOVERNING LAW AND VENUE:** The laws of the State of Utah shall govern this Agreement. If a dispute arises in connection with or relating to this Agreement, it shall be subject to the exclusive jurisdiction and venue of the state and federal courts.

**9. FORCE MAJEURE:** The parties to this Agreement will be excused from the performance of this Agreement in whole or in part if the performance by J Dawgs® or Customer of any of its material obligations under this Agreement is prevented by operation of law or any cause beyond the reasonable control of such party, including without limitation fire, flood, disruption of transportation (but not the failure of a party to reasonably anticipate possible transportation delays), earthquake, public disaster, strike, labor dispute or unrest, accident, breakdown of electrical or other equipment, riot, war, insurrection, civil unrest, Act of God, any act of any legal or governmental authority (all of which causes are referred to as "events of force majeure"). If the event is cancelled or curtailed because of the occurrence of any of the foregoing events of force majeure, J Dawgs® shall remit the full portion of the deposit less any out-of-pocket costs incurred by J Dawgs® in connection with the cancelled or curtailed event.

**10. MISCELLANEOUS:** This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior offers, negotiations and agreements. Only a written agreement executed by the parties shall modify this Agreement. If any provision of this Agreement is declared invalid, the remaining provisions shall remain in full force and effect. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

We very much hope that this Agreement will serve to acquaint you with J Dawgs® Catering service and that you and your group will be as pleased with the service that J Dawgs® renders.

I have read the above and any attachment or addendum and agree to the terms and conditions thereof.

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(Date)

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(Customer Signature)

## CREDIT CARD AUTHORIZATION

IF YOU WISH TO PAY BY CREDIT CARD, PLEASE COMPLETE THE FOLLOWING:

VISA \_\_\_\_\_ MasterCard \_\_\_\_\_ Discover \_\_\_\_\_ American Express \_\_\_\_\_

Account # \_\_\_\_\_

CID # \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Amount \_\_\_\_\_ (Minimum of \$500.00)

Balance to be charged to this card at end of cookout: Yes \_\_\_\_\_ No \_\_\_\_\_.

Name on card: \_\_\_\_\_

Signature of Cardholder: \_\_\_\_\_

***PLEASE NOTE THAT FOR YOUR SAFETY THIS INFORMATION WILL BE HELD UNDER STRICT SECURITY AND INFORMATION WILL BE SHRED AT COMPLETION OF YOUR EVENT AND PAYMENT IS MADE IN FULL.***

Contact Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_