Mobile French Crêpe Catering

SERVING YOUNTVILLE & NAPA VALLEY · 209-631-6438 · INFO@FRENCHCORNERNAPA.COM · FRENCHCORNERNAPA.COM

SAMPLE — FOR REFERENCE ONLY. This example shows the terms French Corner Napa uses. The client, venue and event are fictional. It is not an offer and not a binding contract; your own written Quote and signed Agreement govern.

Catering Services Agreement

AGREEMENT NO. FCN-SAMPLE-2027-001 · BOOKING DATE: APRIL 15, 2027 (EXAMPLE)

This Catering Services Agreement (the "**Agreement**") is entered into as of the Booking Date above by and between **FRENCH CORNER NAPA, LLC**, a California limited liability company ("**Caterer**"), and the client identified below ("**Client**"). Caterer and Client are each a "**Party**" and together the "**Parties**."

1. Parties

	CATERER	CLIENT (EXAMPLE)
Name	FRENCH CORNER NAPA, LLC	Jane Sample (fictional)
Representative	Adam Rowley, Owner & Chef	Jane Sample
Phone	209-631-6438	(707) 555-0100 (example)
Email	info@frenchcornernapa.com	jane.sample@example.com
Service area	Serving Yountville & Napa Valley	—

2. Definitions

In this Agreement, the following capitalized terms have these meanings:

- **"Event"** means the function described in Section 4 at which Caterer provides the Services.
- **"Venue"** means the location of the Event, including any property owner or manager.
- **"Services"** means the catering services described in Section 3 and the Quote.
- **"Quote"** means Caterer's written estimate for the Event, including menu selections and pricing, as accepted by Client.
- **"Package"** means the per-guest menu package Client selects in Section 5.
- **"Final Guest Count"** means the number of guests Client confirms in writing no later than 7 days before the Event.
- **"Deposit"** means the payment of 30% of the estimated total described in Section 7.

- **"Contract Total"** means the total amount payable by Client under this Agreement, including any adjustments, excluding sales tax.
- **"Balance"** means the Contract Total less the Deposit, plus applicable sales tax.

3. Scope of Services

3.1 **Services.** Caterer will bring its mobile crêpe station to the Venue and prepare savory and sweet French crêpes to order (and any other menu items in the Quote) for Client's guests, including setup before guests arrive, service during the Service Hours, and breakdown of Caterer's station afterward.

3.2 **Staffing.** Caterer will provide staff appropriate to the Event, usually 2–3 people depending on size (typically a cook and two service staff).

3.3 **Caterer provides.** its crêpe station, cooking equipment, serving utensils and its own tables for its station and products.

3.4 **Not included.** unless listed in the Quote: guest tables, chairs, linens, tents or canopies, plates and tableware, drinks, alcohol, and Venue rental. Disposable plates, utensils and napkins are available for an additional fee.

4. Event Details (example)

ITEM	DETAILS
Event	Sample Wedding Reception (fictional)
Date	Saturday, June 12, 2027
Venue	Example Winery, Napa Valley (fictional)
Setting	Outdoors, on a lawn under a Client-provided canopy
Estimated guests	100 (Final Guest Count due June 5, 2027)
Setup	Before guests arrive; arrival time confirmed in writing with Client and the Venue. Setup is not billed.
Service Hours	5:00 – 8:00 PM (3 hours of crêpe service)
Breakdown	Typically 45 minutes to 1 hour after service (example: 8:00 – 9:00 PM), billed at the flat $75/hr rate.
Service style	All-you-can-eat crêpes, made to order on site by Chef Adam Rowley
Staffing	3 (example)
Day-of contact	Jane Sample or her designated coordinator

5. Menu Selection

Items marked ■ are this example's selections; □ items are available but not selected. Final menu choices are due **7 days before the Event**.

5.1 Crêpe Packages (per guest, all-you-can-eat, plus tax where required)

	PACKAGE	PER GUEST
■	3 savory & 3 sweet	$24.99
□	3 savory & 1 sweet	$23.99
□	2 savory & 2 sweet	$20.99
□	2 savory & 1 sweet	$19.99
□	3 savory	$20.99
□	3 sweet	$18.99

5.2 Savory Crêpes

	CRÊPE	DESCRIPTION
□	**Petite Déjeuner**	Ham, mozzarella
□	**Déjeuner America**	Breakfast sausage, scrambled egg, cheddar
□	**Grecque (V)**	Spinach, cucumber, tomato, feta
■	**Campagnarde**	Mozzarella, bacon, mushrooms in cream sauce
□	**Florentine (V)**	Mozzarella, cream, spinach
□	**Forestière**	Mozzarella, chicken and mushroom in cream sauce
□	**Bergère (V)**	Mozzarella, goat cheese, honey, roasted almonds
■	**Provençal (V)**	Mozzarella, homemade ratatouille, pesto
■	**Napa Valley**	Mozzarella, red wine beef bourguignon
□	**Parisienne**	Mozzarella, Swiss, ham

5.3 Sweet Crêpes (all vegetarian)

	CRÊPE	DESCRIPTION
■	**Suzette**	Butter, lemon, sugar
□	**S'mores**	Nutella, torched marshmallows
□	**Marron**	Chestnut pastry cream, whipped cream
□	**Choco-Fruit**	Strawberries or bananas, chocolate ganache
■	**Nutella**	With strawberries or banana
□	**French Kiss**	Cherries in rich chocolate sauce
□	**Classique**	Sugar or cinnamon sugar
□	**Bonne Maman**	Jam, cream cheese
□	**Belle Hélène**	Poached pear, chocolate sauce, roasted almonds
□	**Gariguette**	Strawberries, sugar, whipped cream
■	**Normande**	Pastry cream, caramelized apples, whipped cream

(V) = vegetarian savory option.

5.4 Beyond Crêpes

	ITEM	PRICE
▫	**Beef bourguignon package**, family-style: slow-braised beef in red wine with braised carrots, pearl onions, bacon lardons and caramelized wild mushrooms, with potato au gratin and spring salad mix	$25.99 / guest
▫	Side: potato au gratin	$16.99 / guest
▫	Side: spring salad mix	$12.99 / guest
▫	**Other catering menus** — almost any cuisine on request	Custom quote

5.5 Drinks & Add-ons

	ITEM	PRICE
▫	Bottled water, sparkling water, coffee (special blend from Bentley's Coffee). Drinks are not included in any Package.	Billed separately
■	Gluten-free crêpes on request (see Section 13)	$35.00 flat per Event
▫	Disposable plates, utensils and napkins	Additional fee
▫	Trash haul-away & disposal (only if Venue or Client requires it)	$50.00 flat per Event

6. Pricing, Fees & Taxes

6.1 Sample Estimate (example only)

ITEM	QTY	RATE	AMOUNT
3 savory & 3 sweet Package	100 guests	$24.99 / guest	$2,499.00
Setup	—	Not billed	$0.00
Service (5:00 – 8:00 PM)	3 hrs	$75.00 / hr	$225.00
Breakdown (estimated)	1 hr	$75.00 / hr	$75.00
Gluten-free crêpes	1 Event	$35.00 flat	$35.00
Trash disposal (Venue requires it in this example)	1 Event	$50.00 flat	$50.00
Drinks	—	Billed separately	—
Gas fee (depends on distance)	—	If applicable	None in example
Gratuity	—	Optional	Not included
Sales tax	—	Where required	Added to invoice
Estimated Contract Total before tax			**$2,884.00**

6.2 **Minimum.** Every Event has a **$1,200 minimum** catering purchase, any day of the week.

6.3 **Service & breakdown.** Setup is not billed. Service time and breakdown time (breakdown typically 45–60 minutes) are billed at a flat **$75 per hour**, 2-hour minimum, at the rate in the Quote. Caterer does not bill overtime.

6.4 **Fees.** Gluten-free crêpes are a $35 flat charge per Event (not per guest). A $50 flat trash disposal fee applies only if the Venue or Client requires Caterer to haul away Event trash; otherwise Caterer leaves its

station area clean and uses the Venue's bins. A gas fee may apply depending on distance.

6.5 **Sales tax.** Applicable sales tax will be added where required.

6.6 **Gratuity.** Gratuity is **optional, not included** and never added automatically.

6.7 **Quote validity.** Quotes are valid for **30 days** from issue. Once the Deposit is received, quoted menu prices are locked for the Event date.

7. Payment Terms

PAYMENT	DUE	EXAMPLE
Deposit — 30% of the estimated total; secures the booking and is credited to the final bill	At booking	$865.20
Balance — Contract Total less Deposit, plus added guests, day-of changes and sales tax where required	At the conclusion of the Event, unless other terms are agreed in writing	$2,018.80 + tax

7.1 **Booking.** The Event date is reserved only upon receipt of the Deposit. Please book at least 2 weeks ahead; bookings up to 1 week out may be accepted when the schedule allows but are not guaranteed.

7.2 **Payment methods.** Credit card, check, cash and Zelle. Card payments (in person via Square or online via QuickBooks invoice) carry a card processing fee, a percentage added to the amount paid by card.

7.3 **Late payment.** Any amount not paid when due accrues interest at **1% per month** (or the maximum rate permitted by California law, if lower) from the due date until paid. Client is responsible for reasonable costs of collection, including reasonable attorneys' fees, to the extent permitted by law.

7.4 **Returned payments.** A check or electronic payment returned unpaid for any reason incurs a **$25 returned-payment fee** (within the limits of California Civil Code §1719), and Caterer may require future payment by cash, Zelle or card.

7.5 **Chargebacks.** Client agrees to contact Caterer first to resolve any billing concern. A card dispute or chargeback filed for Services that were provided as agreed is a breach of this Agreement; Client remains liable for the disputed amount plus any chargeback fees and reasonable costs Caterer incurs in responding.

8. Guest Count & Menu Changes

8.1 **Final Guest Count.** The Final Guest Count and menu choices are due in writing **7 days before the Event**. Caterer buys ingredients and schedules staff based on that count, and billing is based on it.

8.2 **No reductions.** The Final Guest Count cannot be lowered within 7 days of the Event.

8.3 **Grace guests.** Caterer accommodates up to **10 additional guests** beyond the Final Guest Count at no charge. If the count grows by more than 10, each additional guest beyond those 10 is charged at Client's selected Package per-person price (no other fee) and added to the Balance. Added guests are served subject to ingredient and staffing availability.

9. Substitutions

Ingredient swaps may be arranged with Caterer before the Event. If an ingredient becomes unavailable for reasons outside Caterer's control, Caterer may substitute an item of comparable quality and value, and on the Event day will accommodate requested swaps where possible.

10. Cancellation, Postponement & Rescheduling

10.1 **Cancellation by Client — 5 or more days before the Event.** Caterer refunds the Deposit minus a non-refundable fee of 10% of the Deposit, which covers planning, scheduling and holding the date (example: of an $865.20 Deposit, $86.52 is retained and $778.68 refunded).

10.2 **Cancellation by Client — less than 5 days before the Event.** The full Deposit is non-refundable, because ingredients have been purchased and other bookings declined. Any amount paid beyond the Deposit is refunded.

10.3 **Rescheduling.** With at least 5 days' notice, Caterer will move the Deposit to a new date **once, at no charge**, subject to availability, provided the new date is within 12 months of the original. If Caterer cannot accommodate the new date, Sections 10.1–10.2 apply.

10.4 **Cancellation by Caterer.** If Caterer cancels for any reason other than Client's breach, Client receives a **full refund** of all amounts paid, including the Deposit, which is Client's sole remedy. Caterer will also try to help Client find another caterer.

10.5 **Notice.** Cancellations and date changes must be sent in writing to info@frenchcornernapa.com; the date of receipt is the effective date.

11. Weather & Force Majeure

11.1 **Weather.** Caterer cooks rain or shine. For outdoor Events, Client provides cover (a tent or canopy) and a level setup area. If conditions make cooking unsafe (such as high winds, lightning, extreme heat, wildfire smoke or an official order), the Parties will move the Event to a new date and the Deposit carries over in full.

11.2 **Force majeure.** Neither Party is liable for failure or delay caused by events beyond its reasonable control, including fire or wildfire, earthquake, flood, severe weather, epidemic, government or public-health orders, road closures, utility failures or labor disruption. The Parties will first work in good faith to reschedule, with the Deposit carried over in full. If the Event cannot be rescheduled within 12 months, Caterer will refund amounts paid less documented, non-recoverable costs already incurred.

12. Venue, Access, Utilities & Permits

12.1 **Venue approval.** Client is responsible for securing the Venue, confirming that it permits an outside caterer and an on-site cooking station, and providing Caterer with all Venue rules and requirements (including insurance requirements) before the Event.

12.2 **Setup area & access.** Client provides a level, firm area of at least **10 × 10 ft**, reasonable vehicle and equipment access to the setup area, and coordinated arrival times. Caterer can usually provide its own power; Client discloses Venue power and utility arrangements in advance.

12.3 **Permits.** Caterer holds a current Napa County health permit and food safety certificate, available on request. Client is responsible for any Venue, event or special-use permits required for the Event itself.

12.4 **Delays.** If access, utilities or Venue conditions not under Caterer's control delay or prevent service, the Contract Total remains payable.

13. Allergens & Food Safety

Please read: food allergies

Caterer's kitchen and station handle common allergens, including **gluten (wheat), dairy, eggs, tree nuts and peanuts**. Because of the risk of cross-contact, **Caterer cannot guarantee any item is allergen-free and cannot accommodate food allergies.**

Client must disclose known guest allergies and dietary restrictions in writing with the Final Guest Count and must share this disclaimer with guests. Gluten-free crêpes ($35 flat per Event) are **not suitable for guests with celiac disease or a gluten allergy**.

Vegetarian options: Grecque, Florentine, Bergère, Provençal and all sweet crêpes.

13.1 **Food handling.** Caterer prepares and serves food in line with the California Retail Food Code.

13.2 **Leftovers.** For food safety, no leftovers are taken home unless agreed in writing before the Event day.

13.3 **Outside food.** Caterer does not serve food brought by Client or others. Caterer may help cut a cake if able, but is not responsible for the cake or any damage to it.

13.4 **Alcohol.** Caterer does not hold an alcohol license and does not sell, serve or provide alcohol. Any alcohol is arranged by Client or the Venue through a licensed provider. (Wine used in cooking, such as in beef bourguignon, is part of the recipe.)

14. Insurance

Caterer carries general liability insurance. A certificate of insurance is available on request, and the Venue may be named as an **additional insured** on request. Client should tell Caterer at booking if the Venue requires this.

15. Damage to Equipment

Client is responsible for loss of or damage to Caterer's equipment caused by Client, its guests, its other vendors or Venue conditions (ordinary wear excepted), and will reimburse Caterer the reasonable repair or replacement cost.

16. Limitation of Liability

To the fullest extent permitted by law, Caterer's total liability arising out of or relating to this Agreement is **limited to the Contract Total**. Neither Party is liable for indirect, incidental, special, consequential or punitive damages, including lost profits or emotional distress, even if advised of their possibility. Nothing in this Agreement limits liability that cannot be limited under California law, including for fraud, willful injury or gross negligence (Civil Code §1668).

17. Indemnification

Client will defend, indemnify and hold harmless Caterer and its owners, employees and agents from claims, losses, damages and expenses (including reasonable attorneys' fees) arising from: (a) the conduct of Client or its guests, including alcohol consumption; (b) Venue conditions, Venue rules or permits that are Client's responsibility; (c) food, drinks or items supplied by Client or third parties; (d) a guest allergy or dietary restriction

Client failed to disclose; or (e) Client's breach of this Agreement — except to the extent caused by Caterer's negligence or willful misconduct.

18. Photo & Media Release

Caterer may photograph its station and food at the Event and use the images on its website and social media. Caterer will not post images in which guests are identifiable without permission.

- ■ Client **permits** photos (selected in this example).
- □ Client **opts out**: no Event photos will be posted.

19. Independent Contractor

Caterer is an independent contractor. Caterer controls the manner and means of performing the Services and is solely responsible for its staff, including wages, taxes and workers' compensation. Nothing in this Agreement creates a partnership, joint venture, agency or employment relationship.

20. Dispute Resolution & Governing Law

20.1 **Informal resolution first.** Before filing any claim, a Party must give written notice of the dispute, and the Parties will negotiate in good faith for at least 30 days.

20.2 **Governing law & venue.** This Agreement is governed by the laws of the State of California. Any action will be brought exclusively in the state courts located in **Napa County, California**, including small claims court where eligible.

20.3 **Attorneys' fees.** In any action to enforce this Agreement, the prevailing Party may recover reasonable attorneys' fees and costs.

21. General Provisions

21.1 **Entire agreement.** This Agreement, with the Quote and menu selections, is the entire agreement between the Parties about the Event and supersedes all prior discussions. If the Quote conflicts with this Agreement, this Agreement controls.

21.2 **Amendments.** Changes are effective only if made in writing (email is sufficient) and agreed by both Parties.

21.3 **Severability.** If any provision is held unenforceable, it will be enforced to the maximum extent permitted and the remainder stays in effect.

21.4 **No waiver.** Failure to enforce any provision is not a waiver of it or of any other provision.

21.5 **Assignment.** Client may not assign this Agreement without Caterer's written consent. Caterer may use qualified staff and subcontractors to perform the Services.

21.6 **Notices.** Notices must be in writing and sent by email: to Caterer at info@frenchcornernapa.com, and to Client at the email in Section 1. Notice is effective on receipt.

21.7 **Counterparts & e-signatures.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and together one instrument, consistent with the California Uniform Electronic Transactions Act.

22. Signatures

SAMPLE — DO NOT SIGN. Signature blocks are shown for reference only.

Caterer

FRENCH CORNER NAPA, LLC

SIGNATURE

Name: Adam Rowley

Title: Owner & Chef

DATE

Client

Jane Sample (fictional)

SIGNATURE

Event: Sample Wedding Reception

Event date: June 12, 2027

DATE

Questions? Call 209-631-6438 or email info@frenchcornernapa.com · *Merci!*