



## The Village Gourmet Catering Contract

This Catering Contract (the “Contract”) is entered into on \_\_\_\_\_  
(the “Effective Date”) by and between The Village Gourmet Catering, located at  
2387 Warm Hearth Drive, Blacksburg, and  
\_\_\_\_\_  
\_\_\_\_\_ (The Client), with an address of  
\_\_\_\_\_, collectively “the Parties.”

The Village Gourmet Invoice is included here as (Addendum A) and made part of this contract, outlining date, time, catering selections, fees, and any additional terms or requests.

### 1. Room Reservation Fee

The room reservation fee is waived for events booked with catered food for a party of 15 or more.

### 2. Policies

Guests are expected to maintain the peaceful and quiet surroundings of our private residential community. Alcohol, tobacco, illegal drugs, and weapons are not permitted on campus. Non-compliance with WHV policies will result in termination of the event and forfeiture of payment.

### 3. Menu Selection

Your menu selection must be submitted to the Catering Director no later than two weeks before your scheduled event. All food and beverage items must be provided and prepared by Village Gourmet Catering, except for wedding cakes.

#### **4. Headcount and Final Changes**

- **Final Headcount and Menu Changes:** The Client is responsible for providing the final headcount and any menu changes one week before the event.
- **Reduction in Headcount:** The final headcount cannot go below half of the original agreement, and headcount reductions are not accepted after the one-week deadline.
- **Last-Minute Changes:** Any changes made after the one-week deadline may not be honored or may incur a late adjustment fee.
- **Day-of Adjustments:** If the actual headcount is higher on the day of the event, the Client will be responsible for additional charges for the extra guests.

#### **5. Guarantees**

If no final headcount is provided, we will consider the original projected number as the final guarantee, which is not subject to reduction. We will be prepared to serve up to 5% over the guaranteed number. If attendance exceeds this buffer, food substitutions may be made at the Chef's discretion.

#### **6. Taxes & Service Charges**

The current Virginia state tax and Blacksburg meal tax (9.3%), plus a 20% service charge, applies to all food and beverages. Virginia state tax also applies to AV rentals.

#### **7. Decorations**

Staff can assist with banner and decoration setup. No materials may be affixed to walls, floors, doors, chairs, or ceilings with nails, staples, screws, tacks, or tape. Glitter and confetti are not permitted.

#### **8. Audio-Visual Needs**

The Catering Director will discuss audio-visual needs and pricing. An Event Logistics and AV Tech meeting will be scheduled prior to your event to address any questions

#### **9. Pricing and Contract Information**

A non-refundable deposit of 25% of the estimated event total is required at booking, along with a signed contract to confirm space and services. Full payment is due before the event.

#### **10. Liability and Property**

Village Gourmet Catering will not assume responsibility for loss or damage to any personal items or merchandise before, during, or after the event.

## **11. Cancellation**

**11.1. By Client:** The Client may cancel at any time before the event. Upon cancellation, the Client will receive a refund, minus the nonrefundable deposit and any incurred food costs.

**11.2. By Caterer:** Should Village Gourmet Catering cancel, a suitable replacement Caterer will be provided (pending Client approval), or all paid funds will be refunded, including the deposit, less any incurred expenses.

## **12. Modifications**

All changes and modifications to this Contract must be in writing and signed by both Parties.

## **13. Indemnity**

Both Parties agree to indemnify and hold each other harmless against any claims, damages, or expenses resulting from negligence or breach of this Contract by the indemnifying party.

## **14. Dispute Resolution and Legal Fees**

If a dispute arises that cannot be mutually resolved, the Parties agree to mediation. If mediation fails and legal action is necessary, the prevailing party is entitled to recover legal fees.

## **15. Severability**

If any provision of this Contract is deemed invalid or unenforceable, the remainder of the Contract remains valid and enforceable.

## **16. Legal and Binding Agreement**

This Contract is legally binding in the United States and Europe. Both Parties represent they have the authority to enter into this Contract.

## **17. Governing Law and Jurisdiction**

This Contract will be governed by the laws of the state or country where the event is held.

## **18. Entire Agreement**

This Contract represents the entire agreement. Any desired changes, additions, or modifications must be in writing and signed by both Parties.

**Client**

Signed: \_\_\_\_\_

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

Date: \_\_\_\_\_

**Caterer**

Signed: \_\_\_\_\_

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

Date: \_\_\_\_\_