

Niffers Catering Contract as of 1-1-2017

Deposit:

A refundable room deposit of \$350 will hold your date. No dates are secured prior to Niffer's receiving the \$350

refundable room deposit. The reservation will be added to our catering calendar upon receipt of deposit. In the event

of a cancellation within 7 Days of the booked reservation, the deposit will be forfeited. Please understand we schedule extra kitchen and serving staff and purchase food to serve your event. Therefore, we must cover our expenses.

Private Dining Exclusions:

NO SPECIALS are offered in any of our private dining rooms at any time of the day. This includes, nightly specials, drink specials and lunch specials.

NO DISCOUNTS are offered in any of our private dining rooms at any time of the day. This includes Gold Card members, United Way Cards, Frequent Eater Club discounts and App Coupons.

Guest Count:

There is a minimum of \$350.00 spent and required to reserve the large private dining room. A final guest count must be given 7 days prior to your event. When the final guest count has been confirmed, the client is responsible for the payment of the food and service for that confirmed number of guests. Final guest count cannot be decreased. The contract pricing is based on the proposed number of guests. Your deposit will be used to cover the difference in the final guest count and actual number of guests.

Guest Count Overage—You will be charged for the guaranteed number of guests plus any additional guests. Please

note we only staff based on a possible 10% increase in guests.

Children:

Children under the age of 12 years old are charged a minimum of \$5.00 per child for offering our basic kid's meals, no exceptions.

Cancellation:

All prepayments and deposits are returned in full if your event is canceled by you within 7 Days or more from your

event date and time. If the event is canceled within 7 Days prior to the booked reservation, the client will be responsible for the entire payment of food and service to Niffer's Place upon receipt of invoice.

Change of Event Date:

Niffer's will apply the entire room deposit towards another event if canceled before 7 Days of the event. This is subject to our calendar availability.

Final Payment:

Final Payment is due the day of the event. There are no terms or extensions of payment available.

Payment Methods:

All prices quoted are based on a cash or credit card payment. No terms are offered for payment.

Alabama State Tax:

All sales are subject to sales tax at current rate of 9% for Lee County or 6% for Tallapoosa County.

Service Charge:

Niffer's charges an 18% service charge on every on-site catering event. This goes directly to the servers.

Niffer's charges a flat labor rate of \$125 per server for offsite catering events. There may be an up-charge depending on distance from our facility. The amount of servers scheduled for off-site events is offered by the catering manager for approval by customer. We require a minimum number of servers for events with high guest counts.

Timeline:

You may be billed for additional staff hours if your event does not reasonably adhere to the agreed upon timeline.

Private dining room reservations are booked in 3 hour increments.

Damage:

Any damage to our facility will be charged to you. We do not allow anything to be hung or taped to our walls. All pictures should remain on the walls.

Assign ability:

This contract is not assignably without the written consent of Niffer's Place.

Unlawful Activities:

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

Event Specifics:

Date of the Event: _____

Time of the Event: _____

Guest Count: _____

Cost per Person: _____

Menu Selection:

I understand, as the host, I am responsible for any additional or reduction of guests. _____ Initial please

I understand, as the host, I am responsible for any damage to Niffer's property. _____ Initial please

I understand that the room is not reserved until Niffer's Place has the room deposit fee in hand. _____

Initial please

I agree that all information above is correct. _____ Initial please

Host's Printed Name _____ Signature _____

Date _____

Niffer's Catering Manager Signature _____ Date _____

BEFORE SIGNING: Please check contract for accuracy - including event date & time(s).