



## Contract & Policies

When we provide your customized menu, we list all our estimated charges in order to provide you with a complete bid. Our proposals are broken down into the following. Menu price, 20% surcharges of food, disposable wares (if needed), delivery fee, staffing charges, and applicable sales tax.

**GRATUITY:** Foothills Catering does not charge gratuity fees on your invoice. If you believe that our staff went above and beyond with services and expectations, please feel free to add a gratuity after your final payment. We will then distribute the gratuity accordingly to our staff involved in your event.

**LEFTOVERS:** If choosing the buffet option, Foothills Catering will ensure enough food is provided to feed all guests in your specified guest count. In the case there is excess food, it remains the property of Foothills Catering. Food safety is the highest priority, and there will be no food taken from the premises of your event or given to the client to ensure food safety and liabilities of both parties. Keep in mind; buffets are all you can eat within the premises. Keep in mind; buffets are all you can eat within the premises.

**RENTALS:** Foothills Catering can assist clients with making rental arrangements. We work with vendors and secure all rental items you require to complete your special event.

**DISPOSABLE WARES:** All food orders do not include serving ware unless specified. Foothills Catering can provide disposable wares and cutlery and are available in different types and pricing, from basic disposable, compostable to elegant option.

**NUT, DAIRY, GLUTEN, OTHER FOOD ALLERGY AND SPECIAL DIET:** Foothills Catering cannot guarantee full omission of all ingredients we use in our kitchen. Although we take every precaution when possible, menu items are made in a kitchen that is not gluten-free or free of nuts and other allergens, so there's always a chance of cross-contamination. Your guests should always be encouraged to take this information into account when considering their own individual requirements and needs. Foothills Catering will not assume any liability for adverse reactions to foods consumed, or items an individual may encounter at any event catered by Foothills Catering. Our staff & chef are not trained on dietary allergy or intolerance and if you have a severe allergy, we cannot be expected to provide accurate information or recommendation.

**BUFFET:** This style of service offers a variety of menu choices. Quantities of food prepared will adequately serve the number of guaranteed guests. A buffet is suggested when the following may occur, guests arriving at different times, the physical layout of the room, mixed crowd requiring a varied menu, lack of facilities to serve formally, or a more informal style of event.

**SERVED:** All courses are served at your table. Depending on the time constraints of your event, the salad and/or dessert courses can be pre-set. Pricing is based on a single-menu entrée select

**BAR SERVICES:** If bar service is contracted, all alcohol purchases are the responsibilities of the client. Foothills Catering has the right to refuse any guest service if the guest appears to exhibit out of normal behavior or control. The client must make sure the guests are of a proper age to consume alcohol. Anyone not able to provide proper ID must be refused service.

\*Some venues may have a specific guest to bartender ratio which may require additional bartenders\*



**STAFFING CHARGES:** Professional staff rate is per hour with a minimum of 5 hours. Staff hours are estimated. Billing starts at arrival time and ends after departing the event site on events held within Fort Collins area. The same rate may apply for staff travel time to out of area events. If your event should run longer than anticipated, your invoice will be adjusted. The balance of the adjusted invoice is due within 3 days after the event. Events over 100 guests may require an Event Manager to oversee staff and ensure the coordination of a successful event. Our event consultant will recommend the number of service staff required to do a successful event.

**THE FOLLOWING ARE GUIDELINES FOR STAFFING ALLOWANCES:**

Event/Staffing times are based on the allowances required by each independent site. Additional requirements & restrictions may apply in accordance with individual venue policies.

**TYPICAL TIMELINES ARE AS FOLLOW:**

Two Hours Set-Up windows for partial set up (or) Four Hour Window for a larger more involved set up.

Five Hour Service Staff, Bar Service, Cake Cutting, Toast, Table Bussing, etc. Two Hour Clean Up & Tear Down

**STAFFING PLATFORM:**

Buffet Service	One service staff per 30 guests
Food Attendant	Two per one buffet station or 75 guests
Plated Service	One service staff for every 16 guests (flexible)
Bottle Beer & Wine Bar	One bartender for every 75 guests; Two if serving kegs
Full Spirit Bar	One bartender for every 50 guests
Chef (consultant will determine)	For events with – Food stations, Plated service, or Cook on site

**STAFFING CHARGES**

Service Staff	Minimum 5 Hours	\$18.00/hour
**Bartenders	Minimum 5 Hours	1 @ \$25.00/Hour; \$10/Hour for each additional bartender
Food Attendant	Minimum 5 Hours	\$18.00/hour
Chef		\$40.00/Hour
Dish Attendant	Minimum 5 Hours	\$16.00/Hour
Service	Added to all items	20%
Sales Tax	Fort Collins	7.55% (other areas vary, ask your consultant)
Travel Fees		Vary Depending on location (ask your consultant)

\*\* Many venues have a specific guest to bartender ratio which may require you to hire additional bartenders. \*\*



**DAMAGES AND LIABILITY:** It's the client's responsibility is to ensure that the table for setup and any flammable items including our decor material are protected from the heat source of our chafers. If our staff is not hired to be present at the client's event, the client will be responsible for unattended chafing dishes and all other Foothills Catering equipment. Foothills Catering does not assume or accept any responsibility due to negligence by the client or any attendees of the client's event that causes any damage as a result. Missing or damaged equipment, decor, place settings, centerpieces, linens, serving utensils, salad bowls, and all other Foothills Catering's property will be billed to the client at replacement cost. It is the responsibility of the client to ensure that all Foothills Catering property is present when the driver arrives to pick it up. Any items not picked up may incur additional charges if the driver must make an additional trip to the client's location to retrieve the items. Equipment and other items that are not picked up on the same day require the same responsibility by the client to ensure that equipment and other items are not lost or damaged.

#### FOOTHILLS CATERING POLICIES

**DELIVERY:** A delivery fee will be assessed for food items that require only drop off at the event location. Delivery outside of Fort Collins will be assessed by time and mileage then charged accordingly. Return trips for clean-up, drop-off of extra food, etc. will incur an additional delivery charge. Large deliveries and difficult delivery venues with stairs will require extra labor and service fee. Evening drop off will be scheduled for pick up on the following day. An additional labor fee will be assessed if pick up must occur the same night.

**SURCHARGES:** Surcharges are not a gratuity. An additional 20% surcharge on food and beverage sales is automatically added to the contract. Surcharges cover all behind the scenes planning and orchestrating of your event including administration, as well as additional funds for cooking, preparing, unloading and packing up, vehicle maintenance, insurance costs, chafing dishes and their fuel cans and certain rentals that are not charged directly to the client.

**CONTRACT AND DEPOSIT:** A signed contract and non-refundable deposit is required at the time of booking. Event deposits are 25% of the estimated total. The deposit will apply to your balance due on your invoice. Larger events over \$5000 will require a (3) installment deposit and the 3rd payment is due 10 days prior to the event date.

**FINAL GUEST COUNT DUE:** The Client will provide Foothills Catering with the exact guest count, and confirmation of menu, 10 days prior the event. The caterer reserves the right to make small changes to the menu where necessary if ingredients are not available due to reasons beyond the control of the caterer. Once the final guest count is received, the guest count can only increase but may not decrease. If the guest count has not been confirmed with Foothills Catering according to schedule, Foothills Catering will plan and prepare for the original contracted guest count. If there are additional guests, the client will be charged accordingly. Foothills Catering is not responsible for food quantity if there are more guests than food.

**FINAL PAYMENT DUE:** All catering orders require full payment 5 days before the event. Payment with credit card or debit cards for weddings and large social events will incur a 3.5% transaction fee. No fee



will be imposed on deposit paid with a credit card. Foothills Catering gladly accepts all types of credit cards, debit cards, personal and corporate checks.

**SALES TAX:** The State of Colorado requires sales tax to be applied to service charges and all food items. Sales tax applies to all labor related to the event, rentals and operation/admin fees. Please refer to board of equalization regulation for additional detail information. Tax-exempt organizations must provide documentations accordingly, failure to provide proof will require client to pay sales tax.

**PRICES:** Prices and menu options may be subject to change without notice due to market price fluctuation. Substitutions and additions on any menu will reflect price changes on the final invoice

**CANCELLATION:** Events canceled after receiving the signed contract and deposit will result in forfeiture of the full deposit. Rescheduling of the dated events is always granted base on date availability, usually as soon as possible. Additional cost may apply if perishable ingredients need re preparations or subcontract cost may need to be recharged. If there is a termination of the event, and the date falls within one week of the event, the client will be responsible for any food that may have been purchased for the event. The caterer will provide proof of products purchased. The client is responsible for pickup of all products.

**NOTE:** The deposit is non-refundable or transferable under any circumstances.

**DISCLOSURE:** Foothills Catering shall not be liable for the non-performance of this contract when attributed to labor troubles, disputes, strikes, government (State, Federal or Municipal) regulations or restrictions on travel or supplies, riots, natural emergencies, Acts of God and other causes whether enumerated herein or not, which are beyond the reasonable control, preventing or interfering with Foothills Catering's performance. In such an event, Foothills Catering shall not be liable.

Client Signature: \_\_\_\_\_

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

Coordinator Signature: \_\_\_\_\_

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

Foothills Catering