

DATE RESERVATION, DEPOSIT AGREEMENT AND RECEIPT

THIS IS AN AGREEMENT ("Agreement") made and entered into this ___ day of _____, 200__, by and between **THE FOODSMITHS CATERING, LLC**, an Ohio Limited Liability Company located at 4200 Macduff Way, Dublin, Ohio 43016, hereinafter referred to as "COMPANY," and _____, hereinafter referred to as "CLIENT."

R E C I T A L S

COMPANY is in the business of providing custom food services.

CLIENT desires to retain the COMPANY on the date specified below.

D E F I N I T I O N S

- **COMPANY** – The FoodSmiths Catering, LLC. A Limited Liability Company organized under the laws of the State of Ohio.
- **CLIENT** – An individual, legal entity or any combination thereof that wish to retain COMPANY for custom food services including, if desired, the rental of equipment necessary to perform said services, on the date specified below.

NOW THEREFORE, the above parties hereby agree as follows:

RESERVATION OF DATE. Upon the terms and subject to the conditions set forth herein, CLIENT hereby reserves ___ day of _____, 20__ as the date upon which COMPANY will be engaged to render custom food services. COMPANY hereby agrees that it will provide custom food services on the same date to CLIENT unless CLIENT forfeits their rights hereunder by cancelling COMPANY's services. Such cancellation shall occur upon the happening of any the following: delivering a written cancellation notice to COMPANY, failing to fully pay any invoice(s) on the date(s) due to COMPANY, failure to meet any other contractual obligation between CLIENT and COMPANY whether contemplated herein or not or any other event which evidences CLIENT's desire to either not participate in the contemplated event or have another company perform COMPANY's services.

NON-REFUNDABLE DEPOSIT. CLIENT agrees to pay **\$500** in the form of a **non-refundable deposit** that will be delivered to COMPANY upon execution of this Agreement.

CLIENT'S CAPACITY. By signing below CLIENT represents and warrants to COMPANY that he/she/it has the capacity and right to enter into this agreement and perform the services, duties, or obligations placed upon CLIENT as required by this agreement without any limitation by any agreement, document, restrictive obligation or other limitation. Further, CLIENT acknowledges that s/he/it/they have been advised of the non-refundable nature of the \$500 and have retained a copy of this Agreement as a receipt evidencing the payment of the same.

CONDITIONS OF REFUND. No refund of the \$500 will be given unless COMPANY books another client on the same date.

Gretchen M. Smith, Member,
The FoodSmiths Catering, LLC

CLIENT

DATE

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