



#54 J.P Rizal St., Cor Aguado St., Project 4, Quezon City  
 Tel.no.: 7005.0104 / Mobile Number: 0995.501.1246 / 0929.173.4307  
 Email Address: [cusinaestela@cabalen.ph](mailto:cusinaestela@cabalen.ph)/[mjacob@cabalen.ph](mailto:mjacob@cabalen.ph)

## CATERING CONTRACT

2023-08-011

Client Name	:	Department of Foreign Affairs
Venue Address	:	Roxas Blvd Pasay City
Contact Person	:	Ms Reynalyb Garcia
Contact Numbers	:	(M) 0927-124-0311
Email Address	:	
Date / Time of Function	:	AUGUST 15, 2023 In gress: 6:00 am Set Up Ready: 9:00 am Food Ready: 11:00 am
Type of Function	:	Budget Hearing Event Time: 12:00 pm 4:00 pm
Number of Guest (GUARANTEED)	:	50 PAX Others: Theme:
<b>PRICE DETAIL</b>		
Price per Head	:	Php 1,500.00 PER HEAD (ALL IN)
Food Total	:	P 75,000.00
Add: 10% Service Charge (Inclusive)	:	
Add: 12% VAT (Inclusive)	:	
<b>TOTAL AMOINT DUE</b>	:	<b>P 75,000.00</b>
<b>ADDITIONAL 3.5 % FOR CREDIT CARD PAYMENT</b>		
Deposit (50% upon signing of Contract)	:	OR Number:
Balance (to be settled in FULL either cash or dated check on the day of the event)	:	OR Number:
Payment thru bank BANCO DE ORO	:	Account Name – CABALEN CORP Account No - 003728-022113

### MENU

<p><b><u>LUNCH</u></b>          Mushroom Soup          Pansit Puti          Lumpia Ubod          Beef Caldereta          Chocken Inasal          Rellenong Banguas  <b><u>Dessert</u></b>          Mixed Fruits (Watermelon , Pineapple Melon)          Tibok Tibok or          Mini Turon With Langka</p>	<p><b><u>Drinks</u></b>          Free flowing coffee          Tea          Iced Tea</p> <p><b><u>PM SNACK (Packed Meal)</u></b>          Tuna Sandiowch          Potato Salad          Bottled water</p>
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### SET UP DETAILS

#### AMENITIES/ INCLUSION

- Basic Styling for Buffet and Dining Tables
- Centerpieces
- Complete Set of wares,
- Purified Service Water
- Professional and Courteous staff, to assist and serve you and your guests

TERMS AND CONDITIONS

The contract is entered into by and between the CATERER, CUSINA ESTELA with business address at 52 J.P. Rizal St cor Aguado St. Project 4, Quezon city, represented by \_\_\_\_\_, hereafter referred to as the caterer and \_\_\_\_\_ with address at \_\_\_\_\_ hereinafter referred to as CLIENT. This day of \_\_\_\_\_, 20\_\_ under the following conditions.

1. PAYMENT, RESERVATION DEPOSIT AND DOWN PAYMENT

- 2.1 A reservation fee of Php5, 000.00 is required to reserve the date and time of a particular function. The Reservation Fee is NON-REFUNDABLE, NON CONSUMABLE and NON-CONVERTIBLE, in cases of CANCELLATION.
2.2 A 50% Down Payment is required to be paid at least two (2) months before the function to confirm the reservation.
2.3 A full payment is required one (1) month before the intended function. The CLIENT hereby acknowledges the right of the CATERER to cancel the Function and forfeit any payment made by the CLIENT in case of failure of the CLIENT to pay the balance of the Contract Price at least one (1) month before the event. In such case the CATERER shall be relieved of further obligation to the CLIENT.
2.4 Payments can be made through cash or manager's check. Company or personal checks are acceptable. However, a 3- day clearing is required before the function gets confirmed.
2.5 Other incidental expenses shall be settled on the date of intended function in the form of cash or check. Charging fee shall be based on the amount stipulated by the CATERER.
2.6 In case of suit for collection, the customer agrees to submit himself to the jurisdiction of the regular courts in Quezon City and to pay an additional 25% of the amount due to the company as liquidated damages plus cost of attorney's fees and cost of collection.

2. MINIMUM GUARANTEE

- 3.1 Minimum guarantee herein refers to the minimum number of persons from which an agreed package and its corresponding price is initially based. Excesses on top of the minimum guarantee shall be charged accordingly. This number should be submitted no less than one (1) weeks prior to the function date. Otherwise, the CATERER will follow the original guarantee stipulated in the contract. The CATERER is only responsible to serve actual number of persons guaranteed by the CLIENT.
3.1.1 In the event of under attendance, the minimum guarantee shall prevail.
3.1.2 In the event of under attendance, The CLIENT may take home food unconsumed in the buffet line only and shall sign a food waiver.

The CLIENT hereby acknowledges that the number of guests stated in the contract is final and is not subject to reduction. The CLIENT agrees to pay for all the guests in attendance but not less than the number of guaranteed number of guests as stated in this Contract

3. FOOD AND BEVERAGE

- 3.1 All Food and Beverage items for the function shall be supplied only by the CATERER. The CLIENT is prohibited from bringing in food and beverage items unless there's a written consent from the CATERER one(1) week prior to function.
3.2 The CATERER reserves the right to change the menu indicated in this arrangement at any time in event of non-availability of raw materials and for other justified reasons. The CATERER shall inform the CLIENT beforehand.
3.3 If the CLIENT insists on bringing food not prepared by the CATERER, an additional corkage fee shall be charge and the CATERER shall automatically be relieved from any and all liabilities due to food poisoning or spoilage. The CLIENT shall be solely responsible and liable for the condition, quality and sufficiency of such items and shall pay the CATERER the prescribed corkage fees.

4. OTHER FEES:

- Lechon carving set up: P1,000 + P500/lechon Upgrade of Flowers : depending on requirements
Additional Waiter: P1,000 each On the Spot cooking: P1,500
Additional table Set up: P1,500 On the Spot Carving: P1,000
Tiffany chair: P100/chair
Ice Cream cart with personnel: P4000

5. POSTPONEMENT/RESHEDULING/CANCELLATION/REFUND

- \* In the event that the Client wishes to postpone and reschedule the function to another date and/or time:
\* The client agrees to notify Cabalen in writing the alternative date at least fifteen (30) days prior the scheduled date of function. It must also be within six (6) months from the date of the request, subject to the availability of date and time.
\* If the cancellation notice is made and the client requests for a refund:
\* Three (3) weeks prior to the event, 50% of the down payment excluding the reservation fee can be refunded. Less than three (3) weeks but more than one (1) week prior to the event, 25% of the payments made (less the reservation fee) can be refunded
One (1) week or less prior to the event, all payments made shall be totally forfeited.

6. FUNCTION LIABILITIES & SECURITY

- \* CATERER reserves the right to prohibit the Client from undertaking activities that are deemed contrary to the law of morals, public order and/ or
\*CATERER service time will be from \_\_\_\_\_ to \_\_\_\_\_. Our crew may stay only for a maximum of Four (4) hours. The food should be consumed at the agreed serving time in the Contract to avoid spoilage. The CLIENT shall be liable for any spoilage of food due to delay in serving time upon CLIENT's instruction. The CLIENT hereby acknowledge that some food may begin to spoil with in 3-4 hours after the serving time stated in the Contract.
\* CATERER has the right to refuse any function time extension depending on the bookings for the day.
\* In cases wherein function time extension can be accommodated: Excess hour is chargeable to the client at the rate of 15% of the gross amount per hour.
\*The Client herein understands and agrees that the CATERER is not in any way responsible or liable to Client, his/her guest by reason causes beyond the company's control, including but not limited to robbery, theft, pilferage or any other contingency of whatsoever kind of nature.
\*The Client shall be solely responsible and liable in case of breakages of the equipment, injuries or damages to both personal and to the property during the function.
\* Any breakage of the equipment during the function shall be charged accordingly to the Client.
\* Small children must be attended by an adult companion at all times.
\* The CATERER or any or its employees is EXEMPTED from liability of any injury or accident that may arise in violation of this provision.
\* The CATERER will not be responsible for any accident that may be incurred by adult or children during the event.
\*THE CATERER shall not be liable in any way for failure to comply with the undertaking of this contract for reasons or causes beyond control, including but not limited to force majeure such as strikes, sabotage, civil disturbances, public commissions and other similar forms of unrest and Act of God such as typhoon, earthquake and other similar forms.

Executed in \_\_\_\_\_ on \_\_\_\_\_

We have agreed and accepted the terms and conditions of this Contract.

Prepared By:
Marites B. Jacob
Catering & Sales Manager
Cusina Estela by Cabalen

Conforme
Mr Karlo S. Berme
Acting Administrate Officer
Department of Foreign Affairs