

**CONTRACT NAME: AGREEMENTS BETWEEN BUD'S BBQ PITMASTER
AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: These agreements are for two dinners for the DJUSD Citrus Circuits Robotics Team in Houston, Texas on April 18 and April 20, 2018.

FISCAL IMPACT: Booster donations fund the expenses of the trip to Houston for the Robotics Championship Competition.



Catering/Event Proposal for: DJUSD Citrus Circuits Robotics
Team (Steve Harvey, coach)

Name: DJUSD Citrus Circuits Robotic

Location: Buds BBQ Pitmaster

Number of Guests: 100

Event Date and Time: 8:45 to 10:00 pm

Contact Info: Manda Yeung, mandayeung@yahoo.com, 530/219-1086

FOOD- Buffet Style

Meat: 3 options

Brisket, chicken, and Sausage

Sides:

BBQ Beans, Mac -n- Cheese, Classic Salad

Baked potato with butter, chives, sour cream, cheese

Drink

Food Total: \$1,500.00

Facility Waived \$0.00

STAFFING

4 Servers

Bartenders

4 Chef

Attendants

Bar Maids

0 Specialty Cocktails

DECORATIONS

Provided by the Client (per Management Approval)

TOTAL ESTIMATED AMOUNT

Subtotal \$ 1,500.00

Gratuuity 18% \$ 270.00

Sales tax 8.25% \$ 0

Total \$ 1770.00

50% Deposit Due upon acceptance of proposal \$ 531.00

This estimate is not a guaranteed amount. The final invoice amount will reflect charges according to the final guaranteed guest count and any additional charges incurred as approved by Client and our Service Manager. To ensure booking of this event, please read and sign the attached Catering Policies. We accept MasterCard, Visa, American Express and Discover. If paying by check, please make payable to **Buds Barbecue Company, LLC**.



Catering Policies

Guarantees on Number of Guests: 100

Food, beverage and add-on items charges based on guest count will be based on the Client's final guarantee. Final guest counts are due no later than one week before the date of the event **April 18, 2018**. If no final guest count is received, we will use the number of guests used in the attached proposal. If the guaranteed guest count falls below 75% of the proposal guest count, the price per guest may be increased. We will make every effort to accommodate any last-minute increases in the guest count.

Staffing:

Our staff will be dressed in black slacks, black t-shirt with our company logo and black shoes. Our proposal includes staffing for up to 8 hours beginning at the starting time through final cleanup of the event. **Gratuity at 18%** will be added for catered event for all staff working the event. Price is applicable up to 60 guests. We reserve the right to increase or decrease the number of staff if the guaranteed guest count is 10% higher or lower than the number included in this proposal. For offsite events, travel expenses will be charged for mileage that exceeds 20 miles at the current year IRS rate. (2017 rate is \$.535 per mile)

Deposit & Cancellation Policy:

A non-refundable deposit of 50% of the Total Estimated Amount is needed to confirm the booking of this event. Please read the Additional Terms and Conditions for further details regarding cancellations.

Final Payment:

Clients will be billed for the balance due within one week before the event. The invoice amount is due upon receipt.

All Charges except liquor are subject to an 8.25 % Texas sales tax, unless Host is a tax-exempt organization, and furnishes a copy of its tax-exempt status. If the proposal and our Policies meet with your approval, please return a signed copy of this agreement upon receipt. Upon receipt of this signed copy in our office, we will consider the arrangements confirmed and definite; until that time we are holding the space on a tentative basis. An 8.25 % Sales Tax applies to all Food, Beverage, Rental and Staff.

Upon review and acceptance of the proposal and our catering policies, please sign below and return this document with your deposit.

Bruce E. Colby
Chief Business Officer
DJUSD

B E C
Client or Authorized Representative

3/12/2018
Date

To pay deposit by credit card:

Type: (please circle) AMEX, VISA, MC, Discover

Name: Stephen J. Harvey Card Number: 4798 5100 5803 6415

Expiration Date: 01/20

Billing Address and Zip Code: 2430 Overhill Lane, Davis, CA 95616

CCV: 778 Amount to be charged: \$531.00

If paying by check, please make payable to **Buds Barbecue Company, LLC.**

Additional Terms and Conditions

All reservations and agreements are made upon, and are subject to the rules and regulations of Bud's Pitmaster Catering and the following conditions:

1. If the date of this contract exceeds a six-month period, then the quotation herein is subject to a proportionate increase to meet increased costs of food, beverages and other costs of operation existing at the time of performance of our undertaking by Bud's Pitmaster to raise the prices herein quoted or to make reasonable substitutions on the menu and agrees to pay such increased prices and to accept such substitutions.
2. Bud's Pitmaster requires a minimum guarantee of 75% on the Client's estimated number of guests to maintain the current pricing structure. It is necessary that the catering department be notified of the exact number of guests attending an event by 12:00 noon seven (7) working days prior to the Client's function. If the guarantee is not received, the original expected number will be used as the guarantee and Bud's Pitmaster will prepare food, staffing, rentals, and additional charges for that number. In the event of substantial increases in the number of attendees, Bud's Pitmaster reserves the right to charge for additional food, rental and staffing.
3. All federal, state and municipal taxes which may be imposed or be applicable to this agreement and to the services rendered by the company are in addition to the prices herein agreed upon and the client agrees to pay them additionally.
4. Performance of this agreement is contingent upon the ability of Bud's Pitmaster to complete the same, and is subject to disputes, strikes, accidents, acts of God, health, safety and/or weather emergencies and disasters, government (federal, state, municipal) requisitions or restraints upon travel, transportation, foods, beverages or supplies, and other causes whether enumerate herein or not, beyond control of management preventing or interfering with performance. In no event shall Bud's Pitmaster be liable for loss of profit or for similar or dissimilar collateral or consequential damages whether based on breach of contract, warranty or otherwise.
5. THE CLIENT AGREES TO BE RESPONSIBLE FOR ANY DAMAGE DONE TO THE PREMISES DURING THE PERIOD OF TIME THEY ARE UNDER BUD'S PITMASTER CONTROL OR THE CONTROL OF ANY INDEPENDENT CONTRACTOR HIRED BY BUD'S PITMASTER. BUD'S PITMASTER WILL NOT ASSUME ANY RESPONSIBILITY FOR THE DAMAGE OR LOSS OF ANY MERCHANDISE OR ARTICLES LEFT AT THE OFF-PREMISE SITE PRIOR TO, DURING, OR FOLLOWING YOUR EVENT INCLUDING CAKE DECORATIONS, PILLARS, DIVIDERS, CAKE TOPS, GIFTS, CLOTHING, ETC.
6. We require a 50% non-refundable deposit due at booking. Seven days prior to the event, Bud's Pitmaster will require a second deposit for all charges to be paid in full. If a company check is used it must be presented (10) ten days prior to the event. Any remaining balance for last minute increases must be secured prior to the event by either an additional deposit or with a credit card guarantee.

1st Deposit Amount: 50% of Estimated Total Due Date: Upon signing

Estimated Balance: Will be based on Final Menu, Beverage Selections, Staff (and Rentals)

***All deposits are non-refundable. Corporate and Social clients are required to have a Credit Card Approval on File.**

7. CLIENT SHALL INDEMNIFY, PROTECT AND HOLD HARMLESS COMPANY AND ITS OFFICERS, DIRECTORS, PARTNERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL DEMANDS, CLAIMS, LAWSUITS AND JUDGMENTS (THE "CLAIMS") WITH RESPECT TO ANY

RESULTING FROM, OR RELATED TO THE EVENT EXCEPT FOR CLAIMS CAUSED BY THE SOLE NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL TORT OF COMPANY OR ITS OFFICERS, DIRECTORS, PARTNERS, AGENTS, AND EMPLOYEES.

8. COMPANY AND CLIENT HEREBY ACKNOWLEDGE AND AGREE THAT THIS CONTRACT CONTAINS CERTAIN INDEMNIFICATION OBLIGATIONS AND COVENANTS.

Parties hereby agree that all purchases made are subject to the following terms and conditions:

(a) If a Party is a Tax-exempt organization, include copy of 501(c) 3-exemption certificate.

(b) All amounts due for goods and services purchased from Bud's Pitmaster are payable at 1001 Avenida de las Americas Ste B, Houston, TX 77056.

(c) In the event the indebtedness becomes delinquent and is referred to an attorney for collection; the Client shall pay attorney fees and all collection and court costs.

In the event that this contract is executed by more than one person, then in such an event, the liabilities and obligations of the undersigned hereunder shall be joint and several.

12. Should you find it necessary to cancel your function, you will be held responsible for Bud's Pitmaster's potential loss of revenue as follows:

0-3 Days prior 100% of the estimated revenue

4-15 Days prior 75% of the estimated revenue

16-25 Days prior 50% of the estimated revenue

The estimated revenue from this contract is based on 75% estimated guests with a minimum of \$25.00 per person in food plus tax, in addition to a Hosted Bar at \$25.00 per person. This charge is paid as liquidated damages and not as a penalty. The cancellation fee will be calculated using the minimums as outlined in the contract for any food, beverage, rental, or staffing. Should minimums be based on number of people, the average price for the specified meal period will be used to calculate the cancellation fee.

Any controversy or claim pertaining to the cancellation of this contract, which cannot be acceptably negotiated by both parties, shall be settled by arbitration in accordance with the American Arbitration Association. Judgment upon the award rendered by the Arbitration(s) may be entered in any court having jurisdiction thereof.

13. This document embodies the entire and complete agreement between the parties and may not be modified except by writing signed by both parties.

 I HAVE READ AND UNDERSTAND THE ABOVE CATERING POLICY.

Client

Date

3/12/11



**Catering/Event Proposal for: DJUSD Citrus Circuits Robotics
Team (Steve Harvey, Coach)**

Name: DJUSD Citrus Circuits Robotics

Location: Buds BBQ Pitmaster

Number of Guests: 60

Event Date and Time: 4/20/2018 at 7:30 to 10:00 pm

Contact Info: Manda Yeung, mandayeung@yahoo.com, 530/219-1086

FOOD- Buffet Style

Meat: 4 options. Manda will take the order from the team and provide to us.

Please write the name next to the order it is possible

Classic burger with fries

Chicken tacos

Grilled cheese sandwiches

Fries

Drinks: Soft Beverage and tea

Food Total & Drinks: \$900.00

Facility Waived \$0.00

STAFFING

4 Servers

Bartenders

4 Chef

Attendants

Bar Maids

0 Specialty Cocktails

DECORATIONS

Provided by the Client (per Management Approval)

TOTAL ESTIMATED AMOUNT

Subtotal	\$ 900.00
Gratuity 18%	\$ 162.00
Sales tax 8.25%	\$ 0
Total	\$ 1062.00

50% Deposit Due upon acceptance of proposal \$ 531.00

This estimate is not a guaranteed amount. The final invoice amount will reflect charges according to the final guaranteed guest count and any additional charges incurred as approved by Client and our Service Manager. To ensure booking of this event, please read and sign the attached Catering Policies. We accept MasterCard, Visa, American Express and Discover. If paying by check, please make payable to **Buds Barbecue Company, LLC**.



Catering Policies

Guarantees on Number of Guests: 60

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Upon review and acceptance of the proposal and our catering policies, please sign below and return this document with your deposit.



Bruce E Colby
DJUSD Chief Business Officer

Client or Authorized Representative

3-12-18

Date

To pay deposit by credit card:

Type: (please circle) AMEX, VISA, MC, Discover

Name: Stephen J. Harvey Card Number: 4798 5100 5803 6415

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4. Performance of this agreement is contingent upon the ability of Bud's Pitmaster to complete the same, and is subject to disputes, strikes, accidents, acts of God, health, safety and/or weather emergencies and disasters, government (federal, state, municipal) requisitions or restraints upon travel, transportation, foods, beverages or supplies, and other causes whether enumerate herein or not, beyond control of management preventing or interfering with performance. In no event shall Bud's Pitmaster be liable for loss of profit or for similar or dissimilar collateral or consequential damages whether based on breach of contract, warranty or otherwise.
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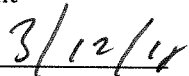
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Client



Date