



Kastle Catering, LLC

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<https://kastlecatering.com>



Kastle Catering Terms, Conditions, and Policies

We know, rules are a drag, but, they keep us honest and make it so you know what to expect from us!

To implement a successful event, certain policies are in place to ensure quality, consistent service to our customers. Please review the information below. We look forward to serving you!

Payments:

Cash, personal check, Venmo, PayPal, Cashapp, and any commercial Visa or MasterCard are accepted for catering payments and order pick-ups/deliveries.

- **NO** payments will be accepted from clients for catering services without either a face-to-face meeting either in person or virtually. The Client shall not withhold any amount towards tax from the payment due to the Caterer.

Pay means yay! Once you submit your payment for your sweet treats or next event (thank you again, by the way!) you are accepting the terms, conditions and policies as outlined here.

Order Pick Up / Missed Pick Up Fee / Delivery:

Pick-up address and instructions will be given upon PAYMENT IN FULL. Orders paid in full will be scheduled for a SPECIFIC DATE & TIME discussed and confirmed in invoicing. This is because other customers need their cookie fix too! We have bulk pick-up dates to accommodate most schedules - so put that cookie pick up in your calendar!

If the CUSTOMER cannot make the SCHEDULED PICK-UP, it is the responsibility of the CUSTOMER to RESCHEDULE with Kastle Catering. No Show = No Cookies. Our deserts are best enjoyed fresh!

- Please note: A \$25 RESCHEDULING CHARGE will be added to missed orders and will be paid upon rescheduled date & time. If no contact is made within **24 hours** of the missed pick-up window, the order will be CANCELED and NO REFUND WILL BE ISSUED.
- All orders are pick-up only. Delivery can be scheduled if you live within 15 miles of the pick-up location with an additional fee of \$15.
 - Please include your delivery location with your inquiry for the most accurate delivery cost estimate.

Retainer & Payment / Refunds (Pick up orders & Deliveries):

A retainer of 50% of the **order total** is required to reserve the requested date and time as listed in invoices. This is a **NON-REFUNDABLE RETAINER FEE**. Payment is due IN FULL 72 hours prior to the order pick-up or delivery. If payment is not received in full the order will be CANCELED and NO REFUND WILL BE ISSUED for the retainer.

Customer Order cancelations received and confirmed prior to 72 hours of delivery or Pick-up will be authorized a refund of 50% of the order total via the original payment method. If materials were purchased specifically for an order, the cost of materials will be NON-REFUNDABLE and deducted from the refund amount.

Orders canceled by Kastle Catering will be authorized a full payment refund via the original payment method.

Kastle Catering will remake items if there are issues brought to the attention of Kastle Catering by the customer within 24 hours of the pick-up or delivery and the unsatisfactory product is returned to Kastle Catering. After 24 hours, Zero refunds or remakes will be issued.

Rush Orders:

While we unfortunately can not accommodate all last minute orders, We will make every effort to do so!

CUSTOM ORDERS placed within 72 hours of Pick-up will be charged an additional 40% **RUSH ORDER CHARGE**.

STANDARD DESSERT ORDERS placed within 72 hours of Pick-up will be charged an additional 30% **RUSH ORDER CHARGE**.

Change Cutoff:

Decisions can be hard! But we are in your corner to help! Order changes can be made up to 3 days before your order. After that, all change requests will be under consideration and a small fee may apply.

Order Minimums:

We know that sometimes your sweet tooth is larger than your belly! We require a minimum order of at least 1 Dozen (12) cookies or 6 Cupcakes. Need fewer? Stay tuned for a popup shop announced on our social media pages!

Inspiration / Copyright (Pick-up orders & Deliveries):

We LOVE seeing your inspiration pictures and ideas! They are inspiring! But, your cookies may not be perfect replicas of your inspiration photos (we will do our best to keep it close). Colors and lighting in photos may be slightly different than what your order looks like in real life. Also - some items may not be true to size in photos! (We know, its a drag, we'd love to eat an 8.5"x11" cookie sometimes). Each item created by Kastle Catering is individual to each customer. Kastle Catering **WILL NOT** make the same design twice or directly copy work done by another caterer/baker/company. Kastle Catering WILL make designs similar to the same theme and flavor. Reference pictures of desired items in an inquiry are the best way to receive accurate cost estimates if an item is not off of Kastle Catering's menu. Kastle Catering reserves the right to refuse orders which are possible copyright issues (think Star Wars, Peppa Pig, Spongebob, you know, the favorites). We can make a similar color palette though - so hit us with your best shot!

Pics or it didn't happen!

We create replicas of client orders to photograph some amazing designs! If you do not want your order in the spotlight, please let us know at the time you place your order. Your secrets are safe with us!

Retainer & Payment (Catered Events):

A retainer of 25% of the estimated **catering charges** is due 30 days before your event to confirm the date. All additional charges will be due within 15 days of the event. Retainers are non-refundable. Exceptions to the refund of retainers may be made on a case-by-case basis. Cancellations within 48 hours of your event, will forfeit 100% of all retainer and payment amounts.

PLEASE NOTE: A retainer is an agreement to the terms and conditions listed by Kastle Catering. Please read IN FULL the terms and conditions page before confirming and making retainer payments on all orders and events.

Property, Liability, and Damages:

Kastle Catering is not liable for any loss or damage to, merchandise, equipment, or articles left in any facility before, during, or following any event. The client will be held responsible for any losses or damage to the building, equipment, house decorations, or fixtures belonging to the event's location caused by the client or guests. Damages will be billed to the client at market replacement cost plus labor. The client agrees to indemnify and hold harmless Caterer for any damage, theft, or loss of Caterer's property (including without limitation, equipment, plates, utensils, and motor vehicles) occurring at the event that is caused by guests attending the event.

Meal Substitutions & Allergy Notification:

We intend to accommodate any requests due to dietary restrictions. These requests must be provided in writing 5 Business Days before the scheduled function date. No verbal or voice mail changes or modifications will be accepted. Any self-alterations made to the contract will void the contract and not be accepted. In the event that any of the guests in your group has food allergies, please inform us of the names of such persons and the nature of the allergies so we may take the necessary precautions when preparing their food. Kastle Catering reserves the right to make small changes to the menu only if key ingredients are unable to be sourced due to reasons beyond the control of both parties.

Kastle Catering **DOES NOT** guarantee items are free of peanuts, tree nuts, soy, dairy, gluten, eggs, wheat, shellfish, or fish.

Advance Notice:

We recommend placing your catering order request as early as possible. Every effort is made to accommodate our clients, however, advance notice ensures our ability to properly plan for your event. Any orders placed or changed within four (4) business days of your event will be subject to a \$50.00 rush fee.

Order Minimums:

There is a minimum of 5 guests for any catered event. Based on the number of guests, certain menus require a minimum order. If the minimum is not met, a service of \$100.00 is assessed. Minimum corporate orders: 25; Minimum wedding event: 50.

Guarantees:

To ensure the right items and quantities are on hand for your event, please provide your menu selection 30 days in advance. 30 business days before the event, please advise us of the number of guests to be served. The client agrees to pay for all guests who attend but not less than 100% of the guaranteed number. The client signing the party contract is responsible for the payment of the party. Cancellations or additions will not be accepted except through the client. A final guaranteed guest count is required 10 working days prior to your event. This number cannot be reduced. We will do our best to accommodate any request to increase the guest count, however, changes will be subject to additional charges. Within four (4) business days of the event, a 15% fee will be applied to the per person cost of each additional guest. Within two (2) business days of the event, a 25% fee will be applied to the per person cost of each additional guest. The client can increase the guest account up to 15 days before an event. The additional costs of the guest will be billed separately to the client and are due within 14 days of the event.

Pricing:

Prices, along with menus, are often provided well in advance of an event. Due to fluctuating market prices, our menu prices are subject to change. Kastle Catering will gladly lock in and guarantee menu selection pricing within 45 days of your first catered event with a signed contract, signed event orders, and a deposit per our stated deposit policy. Other scenarios may require additional labor, linen, or food & beverage charges. A service charge may be added to all food and beverage sales at Kastle Catering's discretion. A \$100.00 Labor Charge will be added to Groups with Guarantees of 20 People or Fewer. Labor costs incurred due to event times that deviate in excess of 30 minutes of the contracted event times may be passed on. An additional Labor Fee will be assessed for events scheduled on or requiring preparatory set-up on the following union-negotiated holidays: New Years Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Events falling on Kastle Catering administrative holidays or holiday weekends will incur a 20% additional charge.

Tax:

All catered events are subjected to applicable sales tax.

Cancelations:

Once the 10 Day guarantee has been given the party host is responsible for paying that guarantee to Kastle Catering. In the event of cancellation of the function by the Client, the Caterer is entitled to liquidated damages equivalent to 10% of the total estimated charges for the canceled function.

Contractual agreement:

Once the contract has been signed the contract, it is official as stated. Any changes must be in writing and will constitute the signing of a new contract. The old contract is void.

Force Majeure:

If performance of this event is prevented, restricted, or interfered with by causes beyond either party's reasonable control, and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lockouts, work stoppages or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

Weather conditions:

In the outcome, an event is planned for the outdoors and inclement weather conditions are pending or existing, the event designer/caterer will make the decision to redesign the layout for indoors. If an indoor facility is not available, then the rental of a tent or similar will be the responsibility of the client.

Site preview:

Caterer must view the location or layout plan 2 weeks before the event, to evaluate catering logistics.

Serving Time:

We pride ourselves on meeting the serving time listed on your contract. For seated functions, our staff will invite your guests to be seated 5 to 10 minutes prior to actual serving time. If you need to delay the serving time, please advise the catering staff as soon as possible to ensure the quality, taste, and eye appeal of your meal. Standard menu pricing is based on a two (2) hour service time, not including set-up and breakdown. If you expect your mealtime will exceed the standard two (2) hours, please consult the Events & Catering Sales Manager to arrange for additional service time.

Styles of Service:

Plated Meals are precisely designed and personally served to each guest. Plates typically include a salad, entrée, sides such as vegetables and starches, as well as warm artisan rolls with butter or herbed garlic bread.

Dinner Buffets allow your guests to get creative! We will work with you to design a spread showcasing a fresh salad, accompaniments, and entrée with warm artisan rolls and butter or herbed garlic bread.

Stationed Receptions combine the feel of small plates with a variety of appetizers and stations. You may choose to have a variety of hors d'oeuvres, a pasta bar, a chef attended station and a prime rib carving station. Each station is customized to your vision and your guests.

Passed hors d'oeuvres require an additional server fee of \$25 per event, per server. The number of servers needed for your specific event will remain at the discretion of Kastle Catering.

Cake service: A cake cutting fee of \$100.00 includes cutting of the client-provided cake. (Wedding Cake and Grooms Cake will be charged as one (1) Cake). The service also includes disposable plates, forks, and white beverage napkins. The client must provide foil or clear wrap to cover the remaining cake.

Chef Fees:

In the event that your menu requires a chef attendance, a \$150.00 fee per chef per station will apply, for three (3) hours. Additional charges will be added for any additional hours needed.

Supplemental Staffing:

Unless indicated otherwise, charges for the staffing of your function are included in our menu prices provided the guaranteed minimum sales requirements are met. When you request additional staffing, over and above what is normally provided, the following hourly rates will apply. Please note that a three (3) hour minimum per staff member applies.

- Banquet / Beverage Server 100.00 (3-hour period)
- Brigade Server 120.00 (3-hour period)
- Chef / Carver 150.00 (3-hour period)

Rental Equipment:

Kastle Catering carries all the service and cooking equipment needed for the service of our menu. In special cases, for custom menus, additional equipment may be required to service your event. All costs will be discussed with our clients prior to the

If rental equipment is needed for the event, a rental fee will be assessed. Fees will be added if equipment is left for customers to return or for later pick up by the caterer. A rental agreement and deposit will apply for any rentals ordered.

Tastings:

A tasting may be scheduled on selected menu items. For each tasting session, there is a nominal charge of \$50.00. Tastings are reserved for weddings and parties of 50 guests or more. All fees are waived when you confirm your event date with a required deposit. Tasting locations will vary per client. Additional guests are welcome with a fee of \$75.00 per 4 guests.

Food Safety:

Consuming raw or undercooked meats, poultry, seafood, shellfish, eggs, or menu items that may contain raw or undercooked items may increase the risk of a food-borne illness. The risk of a food-borne illness is greater for those who are young, elderly, pregnant, and/or those with a medical condition.

Food Safety for Deliveries, Drops, and Self-Service Catering Events:

The client/host agrees to accept full responsibility for safe food handling. The menu and food items we provide to you will be safe for consumption for up to four (4) hours after you receive your delivery. It is highly suggested that any perishable food not consumed within those four hours be disposed of properly. When a client agrees to catering services with Kastle Catering, you are agreeing to take on this responsibility for safe food handling. This includes the responsibility to keep all food buffets at the proper temperature for consumption, and we advise our clients to purchase additional ice, Sterno fuel, and food pans for their order as needed. Your event planner can discuss food handling procedures in detail upon request.

Leftovers:

To protect your health and prevent foodborne illness, the catering staff will remove all perishable food from the event upon the conclusion of meal service unless sustainable refrigeration is available. Conditions and safety of leftover food will determine if any food will be released to the client at the end of the event by Kastle Catering staff. Credits will not be issued for leftovers. Any non-perishable items (i.e. baked goods) may be taken at your discretion. Kastle Catering does not provide to-go containers for these items. If you do not have any containers, any leftovers will be discarded, will not be able to store them for you. If you receive any leftovers, they must be consumed within 24 hours. Kastle Catering reserves the right to work with local shelters, non-profits, first responder locations, and fraternal organizations to donate unused items to the less fortunate when possible.

Alcoholic Beverages:

Kastle Catering does not possess a liquor license and in accordance with the Arizona Alcoholic Beverage Control, is not able to sell alcoholic beverages. The customers may provide their own alcoholic beverages and service.

Kastle Catering is not able to sell or provide bartending services in accordance with the Arizona Department of Liquor Licenses. Kastle Catering's Approved Preferred vendor for bartending service:

Travelin' Tavern

480-270-2661

teavelintavernaz@gmail.com

www.thetravelintavern.com



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