DRAFT - pending qualified legal review. Not legal advice. Not reviewed for any jurisdiction.

Catering Services Agreement - Starting Draft

A list of the sections a catering agreement usually covers, to take to a qualified lawyer. Version 0.1 draft, 2026-11-23.

Draft - pending qualified legal review, not legal advice. CaterCamp wrote this outline as a starting point. No lawyer has reviewed it for any jurisdiction, and the clauses that carry the most legal risk are left as placeholders. Contract, consumer, deposit and food-safety rules differ by place. Have a qualified lawyer where you operate draft or review the agreement before anyone signs it.

Version and review record

Draft version	0.1 (2026-11-23)
Jurisdiction	Not reviewed for any jurisdiction
Reviewed by	[Not reviewed - add the lawyer's name only after a real review]
Review date	[Not reviewed]

1. Parties

Caterer (legal name and address)	
Client (legal name and address)	

2. Event details

Event	
Date and times	
Venue	
Estimated guests	
Service style	

3. Services

The Caterer will provide the food, drinks, staff, equipment and services described in proposal [number] dated [date] (the Proposal), attached. Anything not listed in the Proposal is not included unless both parties agree to it in writing.

4. Final guest count

The Client will confirm the final guest count by [date or number of days before the event]. [How the final count affects the price, for example whether the Client pays for the confirmed count or the actual count if higher - confirm the wording with your lawyer.]

5. Price and payment

Payment	Amount	Due
Deposit		
Balance		
	Total from the Proposal	

Accepted payment methods: [list]. Taxes: [how tax is shown and charged]. [Late payment terms - to be drafted by a qualified lawyer for your jurisdiction. Do not use this agreement until this clause is written and reviewed.]

6. Changes

Changes to the menu, guest count or services need written agreement from both parties. A change can change the price; the Caterer will confirm any new price in writing before the change is accepted. [Confirm with your lawyer whether email counts as written agreement where you operate.]

7. Cancellation and postponement

[Cancellation and postponement terms, including what happens to deposits and payments at different notice periods - to be drafted by a qualified lawyer for your jurisdiction. Do not use this agreement until this clause is written and reviewed.]

8. Dietary and allergy requests

The Client will give the Caterer all dietary and allergy requests by [date]. The Caterer will prepare and label special meals as recorded in the banquet event order (BEO). [Allergen and food-safety responsibilities. Do not promise allergen-free food - to be drafted by a qualified lawyer for your jurisdiction. Do not use this agreement until this clause is written and reviewed.]

9. Venue, access and alcohol

The Client will arrange venue access for the Caterer from [time] to [time] and share the venue's rules. Alcohol: [who supplies and serves alcohol, and under whose license - check local licensing rules].

10. Leftover food

[Leftover food policy. Check local food-safety rules before offering leftovers to the Client or guests.]

11. Clauses a lawyer must draft

- [Limitation of liability - to be drafted by a qualified lawyer for your jurisdiction. Do not use this agreement until this clause is written and reviewed.]
- [Insurance each party must carry - to be drafted by a qualified lawyer for your jurisdiction. Do not use this agreement until this clause is written and reviewed.]
- [Events outside either party's control (force majeure) - to be drafted by a qualified lawyer for your jurisdiction. Do not use this agreement until this clause is written and reviewed.]
- [Damage to venue or equipment - to be drafted by a qualified lawyer for your jurisdiction. Do not use this agreement until this clause is written and reviewed.]
- [Governing law and disputes - to be drafted by a qualified lawyer for your jurisdiction. Do not use this agreement until this clause is written and reviewed.]
- [Entire agreement and how it relates to the Proposal and BEO - to be drafted by a qualified lawyer for your jurisdiction. Do not use this agreement until this clause is written and reviewed.]

12. Signatures

Do not sign this draft. Sign only a final agreement that a qualified lawyer has drafted or reviewed.

For the Caterer

Signature _____

Printed name and title _____

Date _____

DRAFT - pending qualified legal review. Not legal advice. Not reviewed for any jurisdiction.

For the Client

Signature _____

Printed name and title _____

Date _____

How to use this template

1. Treat this as a checklist of topics to discuss with a qualified lawyer where you operate, not as a finished contract.
2. Fill in the parties, event details, scope, guest count deadline and payment schedule from your proposal.
3. Do not use the bracketed placeholder clauses (cancellation, liability, insurance, governing law) without having a lawyer draft them.
4. Record the lawyer's name, jurisdiction and review date in the version box once a review actually happens.