

TERMS & CONDITIONS FOR ALL KA PAPA CUISINE CATERING ORDERS

ORDER POLICIES

ORDER AMOUNT:

Minimum Order Amounts (net amounts, subject to local tax):

- PICK UP (food served in single use containers): \$250
- DELIVERY I (food served in single use containers): \$250 plus Delivery Fee.
- DELIVERY II (food served in reusable containers): \$750 plus Fee for Delivery & Pick Up of used containers.
- EVENT CATERING OFF-SITE (on your site): \$2500.
- EVENT CATERING ON-SITE (at Ka Papa CUISINE – Location Buyout): upon request.

ORDER DEADLINES & BUSINESS HOURS:

Due to the time it takes to purvey and prepare food orders, we have established the following

Order Deadlines:

PICK UP / DELIVERY I & II:

5 p.m. two business days prior to the Event Date.

(e.g. Event is on Thursday at 11 a.m., deadline is Monday 5 p.m.. Event is on Monday 2 p.m., order deadline is Wednesday 5 p.m..)

Please note that some menu selections may require additional notice or a substitution may be required.

- EVENT CATERING OFF SITE:
5 p.m. 30 (thirty) days prior to the Event Date.
- EVENT CATERING ON SITE:
5 p.m. 30 (thirty) days prior to the Event Date.

Ka Papa CUISINE Catering Business Hours are between Wednesday thru Sunday 11 am and 8 pm.

If Services are require outside these hours a surcharge of up to 20 % will be applied.

FINAL PRODUCT SELECTION:

A final product selection for all food & beverage orders is due 10 DAYS prior to the Event.

FINAL GUEST COUNT:

Final count for all food and beverage orders is due 10 DAYS prior to the Event.

RUSH ORDERS:

While we are happy to accept orders that are made last minute, the same day or after the cut off for the Order Deadline, they may be subject to a Rush Order Surcharge of up to 20% to help offset the additional food/labor cost to process your order on short notice. Please note that the product selection may be limited, so your flexibility is appreciated.

Any additional add on cost from the day of the Event is due no later than 3 DAYS after event.

CHANGE ORDERS/ADDITIONS:

Any additional add on cost from the day of the Event is due no later than 3 DAYS after event. Any changes that are made after the cut off for the Order Deadline for the Event may be subject to a Rush Order Surcharge.

SAMPLES

Samples can be arranged upon request and will be priced separately.

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DELIVERY

45\$ (for up to 10 miles return trip from and to Ka Papa CUISINE)

Every additional mile is charged with 4.5\$.

Miles are based on return trips per Google Maps between Ka Papa CUISINE and the Event Location.

The fee is per vehicle and based on the Event Location. Estimated miles will be indicated in your Proposal.

STAFF CHARGES:

We can provide professional on-site staff for your event starting at \$29.50/hour with a 4-hour minimum for servers. Other staff (bartender, cook etc.) is available upon request.

Billing hours include event production from port to port with set up, food service, breakdown and cleanup of food and beverage items. Any additional hours not included in the original Catering Agreement will be added to your Invoice and due within 3 DAYS of the Event.

SALES TAX:

The State of Florida requires sales tax to be applied to all service charges, hot and cold food, carbonated drinks and or events with serving staff. Sales tax is applied to all labor, rentals, and administration fees.

Tax exempt organizations must provide documentation to retain on file.

PRODUCTION FEE:

Some events require a Production Fee of up to 20%. This fee helps cover other costs for producing your event including: event coordinator planning time, client meetings, scheduling, order processing, accounting and vendor coordination for rentals and additional services. This fee will be indicated in your Proposal if applicable.

CERTIFICATES OF INSURANCE:

The cost of any additional Certificates of Insurance required for an Event will be added to the client invoice plus a 25\$ Administration Fee.

PERMITS:

If Permits are required from the local cities, Permits will be obtained, and the Client will be charged applicable fees plus a 25\$ Administration Fee.

PRICE CHANGES:

All prices on our menus and website are subject to change without notice. All food products are chosen based upon availability. We are not responsible for weather changes or price increases due to shortages of power, supply and demand or any unforeseen situation in the food or labor market. Appropriate notice will be given to the Client.

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PAYMENT

RESERVATION DEPOSIT:

A \$250 Reservation Deposit (Non-refundable) is due when the reservation is 90 DAYS or more prior to the Event to hold the Event Date. (\$750 for Mother's Day, November and December)
The Reservation Deposit will be applied to the Event.

EVENT DEPOSIT:

Within 30-89 DAYS prior to the Event a 50 % Event Deposit (minus the Reservation Deposit if applicable) is due upon signing the Catering Agreement.
A credit card will be kept on file for the remaining Event Balance.

EVENT BALANCE

Upon arrival on the first day of the Event the remaining 50% Event Balance (plus additional fees if applicable) is required to be paid in full.

CANCELLATIONS:

- For any cancellation within 90 DAYS or more prior to the Event a full refund of any monies paid minus the \$250 non-refundable Reservation Deposit will be given.
- For any cancellation within 30-89 DAYS prior to the Event 25% of the Event Deposit will be returned to the Client.
- For any cancellation within 29 DAYS prior to the event no refund will be given on the Event Deposit.
- Ten (10) DAYS prior to the Event the Event Balance is due. If an Event is cancelled within 10 DAYS of the Event, no monies will be returned and the credit card on file will be charged with the full amount of the Event.

PAYMENT METHODS:

- CASH (no payment fees)
- CHECKS (no payment fees)
All checks should be made payable to Ka Papa CUISINE. A credit card will be kept on file to secure the remaining Event Balance.
- CREDIT CARDS
All credit card payments are subject to a 3.5 % Convenience Fee.
- WIRE TRANSFER
All fees associated with an international wire transfer have to be covered by the Client.

PAYMENT TERMS:

All events are required to be paid in full upon arrival on the first day of the Event.
Any charges for additions or changes shall be due within 3 DAYS of the Event. Any past due balances shall accrue interest at a rate of 1.5% per month.
Past due accounts that are over 45 DAYS will not be able to order until the account is brought current.

COLLECTIONS:

Clients will be responsible to pay all expenses and reasonable attorney's fees associated with any action brought to recover unpaid contract fees due to Ka Papa CUISINE.

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OTHER GENERAL POLICIES

BREAKAGE/LOSS/LIABILITY:

Client assumes full responsibility for any damage or loss of any Equipment provided by Ka Papa CUISINE, including but not limited to tents, tables, chairs, linens, glassware, décor, China or flatware. Any lost, stolen or damaged equipment will be charged to the client at replacement cost. All equipment should be present and ready for pick up by Ka Papa CUISINE staff after the Event.

If Ka Papa CUISINE staff is not on site for the Event, the Client is responsible for the safety of all food setup and serving including any heated chafing dishes left on site. Ka Papa CUISINE does not accept responsibility due to negligence by the Client or any attendees of the Client's Event that caused any damage.

DAMAGE WAIVER:

Ka Papa CUISINE and all of its affiliates will not be responsible for any damage to water lines, electrical lines, landscaping, buildings or patio flooring.

LEFTOVER FOOD POLICY:

To ensure the safety of our clients and their guests, it is Ka Papa CUISINE's policy to remove and discard any leftover food after the Event. Any uneaten or non-consumed food or bottled beverages left on the buffet table/food station area may be given to the Client upon request. We do not recommend serving leftover food as we cannot ensure the safety in doing so, however, upon the Client's request the above described leftover food and beverages may be taken by the Client with a signed waiver form.

The Client will assume full responsibility and liability for the result any leftover food and beverages served and consumed, with or without Ka Papa CUISINE's knowledge.

ANIMAL PRODUCTS:

Ka Papa CUISINE is a 100% plant-based and vegan business. If the Client decides to serve Animal Products, Ka Papa CUISINE reserves the right to not handle any of those products.

No Animal Products are allowed on Ka Papa premises at any time.

OUTSIDE FOOD & BEVERAGES:

No Outside Food or Outside Beverages are allowed to be consumed on Ka Papa premises at any time.

PRIVACY:

Any orders placed on the Ka Papa CUISINE website www.kapapacuisine.com or directly with Ka Papa CUISINE staff will be kept private and used solely for the purpose of completing your order. All Client emails will be saved in our system and included in future Ka Papa CUISINE mailings regarding updates, information or promotions related to our business. Your email or order information will never be shared or sold to any outside party at any time.

Should you wish to be removed from our email list, you can opt-out at any time or contact us at kapapacuisine@gmail.com. Payments made by credit cards are by a secure encrypted credit card processing system to ensure the safety and privacy of all transactions.

I HAVE READ AND I UNDERSTAND THE ABOVE TERMS & CONDITIONS. THEY MEET WITH MY APPROVAL AND I CONSIDER OUR AGREEMENT DEFINITE AND CONFIRMED.

Date & Client Signature