

'Ono Hula



Please see our terms and conditions for reserving The Weenie Hut Mobile Catering services.
Please check each item to signify acceptance. Then sign and print your name below to indicate your compliance:

- A catering service is booked on a 'first come, first served' basis. We advise you to book your catering service a minimum of three (3) months in advance. Longer lead times are always beneficial.
- Prices, terms and conditions are subject to change. Should this occur, you will be notified prior to your scheduled event.
- Catering services consist of three (3) hours of serving time. Additional serving time will incur an additional fee of \$ 100.00 per half hour.
- Final payment must be made before the catering service start time.
- Final payment may be made by cashiers' check, company check, money order, Visa, MasterCard, American Express, or Discover. Gratuities are not required.
- Cash may or may not be accepted during a catering service.
- Our catering truck is self-contained, operated and staffed by our employees.
- Our catering truck require approximately 35 feet in length and 10 feet in width of parking space with a 12-foot overhead clearance. Due to the weight of the truck and equipment, we will require a firm and level surface for parking and set up.
- We provide all food and paper products, staff and service tables. Additional tables, chairs, etc. are your responsibility.
- You are responsible for designating a suitable location for the catering service. We will do our best to accommodate to your needs. However, we maintain the right to relocate the service area if the site is not suitable.
- You are responsible for obtaining any necessary permits for a catering service when required.
- To confirm a catering service, we must have a copy of a signed contract, 50% deposit, proof of insurance and have conducted a site inspection.

X

SIGN NAME:

PRINT NAME:

DATE:

'Ono Hula



IN ORDER TO OFFICIALLY RESERVE A CATERING SERVICE, WE MUST RECEIVE YOUR SIGNED CONTRACT, 50% DEPOSIT, CERTIFICATE OF INSURANCE AND CONDUCT A SITE INSPECTION.

The parties to this agreement, in consideration of mutual covenants and stipulations set out agree as follows:

The Weenie Hut Mobile Catering, will hence forth be referred to as "Ono Hula" and _____ will hence forth be referred to as "Customer."

SITE SELECTION: ;Ono Hula reserves the right to pre-approve the location of the catering service and requires the opportunity to inspect the site. Due to the weight of our truck, we require a firm and level surface for parking. 'Ono Hula maintains the right to relocate the truck and serving area if the site is not suitable.

I. COSTS

- A. SERVICE: Includes all you can eat from the 'Ono Hula Truck's Full Menu. Service also includes plates, utensils and napkins.
- B. PRICE TIER: 50-70 guests: \$18.50 per guest. 71-99 guests: \$16.50 per guest. 100+ guests: \$14.00 per guest. Plus a \$35 per hour running fee to have truck at the event minimum 3 hours.
*Prices do not include local city sales tax. Note: There is a minimum charge of 50 guests per event. There is no charge for children 2 years of age or younger.
- C. OTHER CHARGES:
 - › Depending on the location of service, a mileage surcharge may be assessed. Other charges may be assessed once we receive your agreement. Mileage will be charged at \$3.50 per mile, in excess of 40 miles from our dispatch location in Newton, NJ.
 - › The below stated charge entitles you to 3 hours of service time. If additional serving time is needed, prior arrangements must be made and will be assessed an overtime charge of \$100 per half hour.
 - › Drinks are also available upon customer's request and are priced at \$1.50 per 16oz Soft Drink.
 - >Also offered are water bottles, coffee, tea and hot chocolate. Each @ \$1.00 Each
- D. SALES TAX: Will be based on the current sales tax of the city in which the catering service will be performed.
- E. COST BREAKDOWN:

	QUANTITY	COST PER UNIT	TOTAL
GUEST COUNT		\$	
DRINKS	<input type="text"/> X \$1.50 <input type="text"/> X \$1.00	\$1.50 PER SOFT DRINK / \$1.00 Per other Drinks	
TRUCK RUN TIME	<input type="text"/> X \$35.00	\$35.00 Per Hour Run Time	
SUBTOTAL			
REPEAT CUSTOMER <input type="checkbox"/> YES <input type="checkbox"/> NO			
NJ SALES TAX:			
MILEAGE SURCHARGE: \$3.50 PER MILE			
ADDITIONAL SERVICE TIME: \$100.00 PER 30 MINUTE INTERVALS			

ESTIMATED TOTAL:

Please Note: If your guest count at the time of the catering service does not reach your total, you will be responsible for the amount contracted for. Additional guests will be billed at the prevailing rate.

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II. CHANGES IN TERMS OF AGREEMENT

If customer desires to change the date, time, location or menu selection, the customer must inform our office of such change no later than 7 days prior to the scheduled catering service date.

III. TERMS OF PAYMENT/REFUND & CANCELLATION POLICY

A. DEPOSIT: A 50% deposit is required upon submitting a signed catering service agreement. Deposits are fully refundable on cancellations with a minimum 15- day notice prior to the event date and time. A deposit, signed Catering Service Agreement and Certificate of Insurance will confirm your catering service reservation. All requirements must be received by the date of your scheduled site inspection. Only Cashier's Checks, Cash, Company Checks, Money Orders, Visa, MasterCard, American Express and Discover are accepted methods of payment.

B. BALANCE DUE: Final payment is due prior to the start of the catering service by form of Cashier's Check, Company Check, Money Order, Visa, MasterCard, American Express, Discover or Cash.

C. CANCELLATION POLICY: The following guidelines apply to all cancellations, with the exception of "events of force majeure"

- 15+ Days: 100% reimbursement of deposit
- 07-14 Days: 50% reimbursement of deposit
- 03-06 Days: 25% reimbursement of deposit
- 00-48 Hours: Deposit is forfeited

IV. PROMOTIONAL MATERIALS

The use of the 'Ono Hula name will be limited. All printed materials, for example: posters, tickets and invitations or any of the following forms of electronic advertising such as: radio, television and internet; using the 'Ono Hula name, logos, trademarks or graphics ("Names and Marks") must be approved by 'Ono Hula. Please fax your printed material designs to (862) 258-5784. Please inform Event Coordinator of any electronic form of advertising before publishing or announcing. Both printed and electronic advertisements will be subject to a 48-hour turn-around approval. Logo slicks are available upon request. 'Ono Hula reserves all rights to its Names and Marks; Customer is not given any license to use 'Ono Hula Names and Marks by entering into this catering service agreement.

V. INSURANCE AND INDEMNIFICATION REQUIREMENTS

A. Customers are required to provide an Accord Certificate of Insurance naming The Weenie Hut Mobile Catering DBA 'Ono Hula Truck as additional insured, or provide a copy of the Homeowners' Insurance policy indicating that liability insurance is in place for the location where the catering service is going to be held.

B. Any request to be added as additionally insured on this companies liability policy shall be subject to further approval and showing just cause as to the sole purpose for the request as well as the incurring of the additional expense of said fees which are currently set at \$100 per name or organization requesting to be listed. Only after approval and the required fees are paid shall an Accord Certificate of Insurance showing said names shall be furnished to the customer.

C. Except to the extent such actions or claims arise out of the negligence of 'Ono Hula, its products, vehicles, associates (employees) owner and agents, customer shall indemnify, defend and hold harmless 'Ono Hula, its affiliates, related business entities, successors and assigned associates (employees), owner and agents and each of them, against any and all actions or claims of the customer and the customer's guests, invitees and representatives against any and all actions or claims which in any way relate to or arise out of the catering service.

D. Except through its own gross negligence, bad faith, or intentional misconduct, 'Ono Hula does not assume liability for any damages or loss whatsoever. Customer agrees that 'Ono Hula and its employees shall not be liable to the Customer for any claims, liabilities, or expenses relating to this event for an aggregate amount in excess of the fees paid by the Customer pursuant to this engagement, except to the extent finally judicially determined to have resulted primarily from the gross negligence, bad faith, or intentional misconduct of 'Ono Hula.

VI. LIMITATION OF LIABILITY

At no catering service shall 'Ono Hula or its owner, employees, contractors or suppliers be liable to customer for any punitive, special, exemplary, incidental, consequential or other indirect loss or damage (including but not limited to, loss of profits, loss of revenue, loss of opportunity and loss of use) that may arise out of or in connection with this agreement, including but not limited to, damages or costs resulting from the failure to provide the service regardless of whether such damages could have been foreseen, prevented or had been advised of.

VII. RIGHT TO RESCIND

'Ono Hula reserves the right, at any time, to unilaterally rescind the catering service agreement and/or to deny service, even after catering service has commenced if the event is not conducted (or guests related to the event do not conduct themselves) in a manner consistent with the law and wholesome family image of 'Ono Hula; which 'Ono Hula will decide at its sole discretion.

VIII. GOVERNING LAW AND VENUE

The laws of the State of New Jersey shall govern this catering service agreement. If a dispute arises in connection with or relating to this agreement, it shall be subject to the exclusive jurisdiction and venue of the state and federal courts located in Newark, New Jersey, and the parties consent to the personal and exclusive jurisdiction and venue of these courts.

IX. FORCE MAJEURE

The parties to this agreement will be excused from the performance of this catering service agreement in whole or in part if the performance by 'Ono Hula or Customer of any of its material obligations under this catering service agreement is prevented by operation of law or any cause beyond the reasonable control of such parties, including without limitation fire, flood, disruption of transportation (but not the failure of a party to reasonably anticipate possible transportation delays), earthquake, public disaster, strike, labor dispute or unrest, accident, breakdown of electrical or another equipment, riot, war, insurrection, civil unrest, Act of God, any act of any legal or governmental authority (all of which causes are referred of any as "events of force majeure"). If the catering service is cancelled or curtailed because of the occurrence of any of the foregoing events or force majeure, 'Ono Hula shall remit the full portion of the deposit less any out-of-pocket costs incurred by 'Ono Hula in connection with the cancelled or curtailed event.

X. MISCELLANEOUS

This catering service agreement constitutes the entire agreement between the parties and supersedes any and all prior offers, negotiations and agreements. Only a written agreement executed by the parties shall modify this agreement. If any provision of this catering service agreement is declared invalid, the remaining provisions shall remain in full force and in effect. The section and paragraph headings contained in this agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this agreement.

I HAVE READ THE ABOVE AND AGREE WITH THE TERMS AND CONDITIONS THEREOF.

X

SIGN NAME: _____

PRINT NAME: _____

DATE: _____

