

Catering Order Agreement

This Catering Order Agreement ("Agreement") is entered into by Bongo's ("Caterer"), located at 39407 Fremont Blvd, Fremont, CA 94538, and the undersigned client ("Client"). Orders must be submitted via email to orders@bongosfood.com, and a confirmation from the same email address is required to validate the order.

Client Information:

- Name: _____
- Address: _____
- Phone Number: _____

1. Payment Terms

- **Deposit:** The client is required to make a non-refundable payment, representing 50% of the total order cost ("Deposit"), at least two weeks before the scheduled delivery or pick-up date. This deposit confirms the reservation of both the date and the caterer's services. We reserve the right to request the full order cost as a deposit two weeks before the delivery or pick-up date under certain conditions. See order section below for your payment schedule.
- **Final Payment:** The remaining balance of the order cost is due on the day of delivery or at the time of pick-up.
- **Accepted Forms of Payment:** Payment can be made in cash, by money order, cashier's check, Zelle, or PayPal.

2. Changes in Order

After the Deposit has been made, any requests to change the items or quantities in the order are subject to the discretion of the Caterer. If the Caterer is unable to meet the new requirements, the Client may choose to cancel the order no later than 7 days prior to the scheduled delivery or pick-up date. However, the Deposit will be forfeited as non-refundable. Customers are responsible for the full order cost 6 days prior to the delivery or pick-up date.

3. Cancellation Policy

- Any cancellations must be communicated in writing. The Deposit is non-refundable regardless of the reason for cancellation.

4. Delivery and Pick-Up

- **Pick-Up: Orders may be picked up at Bongo's location specified above. Client is responsible for safe transportation of the order from the pick-up location.**

Delivery: If delivery is requested, the Client will incur a delivery fee which is non-refundable. The Client must provide a suitable and accessible location for delivery.

5. Return and Refund Policy

- **If the Client is dissatisfied with the order for any legitimate quality issue, the Client must return the order to Bongo's on the same day of pick-up or delivery to be eligible for a 50% refund of the order cost. Refunds will be calculated based on the number of items returned.**
- **If the order was delivered and the Client chooses to return it, the Client must either bring it back to the pick-up location or opt to pay a return fee. All delivery and return fees are non-refundable.**

6. Special Requirements and Allergy Information

- **Clients must notify the Caterer in writing of any special dietary requirements or food allergies at least two (2) weeks in advance of the scheduled delivery or pick-up date. Our food is prepared based on standard Bongo's recipes which may include ingredients that can cause allergic reactions. The Caterer will not be held responsible for adverse reactions to food consumed or items one may come in contact with while eating our products.**

7. Handling, Storage, and Serving

- **The Client is responsible for the safe handling, storage, and serving of the food in accordance with all applicable regulations set forth by the county Environmental Health and Safety Department (EHS). Failure to adhere to these guidelines can result in food spoilage, harm or illness, for which the Caterer cannot be held liable.**

8. Miscellaneous

- **This Agreement constitutes the entire agreement between the Caterer and the Client, superseding any prior agreements or understandings.**
- **Any amendments to this Agreement must be in writing and signed by both parties.**



Your total order cost is _____. A Deposit in the amount of _____ is due by _____. The remaining balance _____ is due by _____.

Client Acknowledgment: By signing below, the Client acknowledges that they have read, understood, and agreed to the terms outlined in this Agreement.

Client Signature: _____ **Date:** _____

Caterer Signature (Bongo's Representative): _____ **Date:** _____
