

Provided Documentation

All documentation created and provided to the client is owned and copywritten by the Consultant and cannot be used or given to any other 3rd party.

Liability

It is understood that the Consultant is only liable for services completed and provided by the Consultant and cannot be held responsible for the services of other contracted vendors. It is understood that the Consultant shall not be liable for consequential damages.

Cancellation Policy

If the event is canceled, no portion of the fees paid to the Consultant will be returned to the client. If the event is canceled less than 45 days before the date, 2nd payment will be required to compensate for hours of service already rendered and the loss of the event date. If the event is postponed, services contracted can be applied to a new date if available (refer to Postponement Policy).

Postponement Policy

If the event is postponed, all services will cease at the time of notification of postponement unless a determined new date is provided. The payment schedule will be selected and readjusted post the new event date notification. If the client requires services to resume and the new event date is established, a second payment will be needed for the service restart.

Responsibility

The Consultant is not responsible for Acts Of God, Natural Disasters, Act Of Government such as A Declaration of National or Local Emergency, or Other Incidents Not within the Consultant's control, i.e., accident, death in the family, illness, pregnancy, or sudden tragic circumstance(s). In such a situation, the Consultant will obtain, upon client approval, a qualified professional replacement to fulfill the Consultant's obligations under the policy at no additional charge to the client.

Overtime

Additional unplanned and un-contracted services (including but not limited to a complete design redo, day of event extension of time, services outside of the scope of the agreement, management of non-wedding day activities, etc.) are considered overtime. They will be billed with prior notification and consent at \$75 per hour.

Costs

Any purchased items on behalf of the client will be billed directly to the client at the cost of goods. Mileage will be billed at a custom rate if extensive travel is required. Generally, the price for mileage is \$25.00 for the first mile - \$5.00 for every mile after.

Contracted Vendor and Payments

Any rentals and subcontracted vendors contracted on behalf of the client will be paid in full to the Consultant. Directly at the requested deadline, proper notice will be provided per cost. Mackie's Restaurant Group and its affiliates are not responsible for alcohol sales and distribution at the event.

Damage or Loss of Accessories

The client agrees to exercise all due care in caring for and preserving the property of the Consultant. Clients shall remain responsible for all loss or damage to rentals, including the replacement value for each missing or damaged item per cost.

Attorney

Suppose legal action is necessary to enforce the terms of this policy. In that case, the prevailing party shall be entitled to reasonable attorney fees and any other remedies to which that party might be legally privileged.

Appropriate Conduct/ Safe Working Environment:

Event

The client(s) expressly agree(s) to do their best to provide [Provider] and Provider's staff with safe and appropriate working conditions. In the event of circumstances deemed by either [Provider] or a bystander to present a threat or implied threat of injury or harm to [Provider] staff or equipment, the [Provider] reserves the right to cancel all services remaining under this agreement and leave the event. At the [Provider] 's discretion, the [Provider] may enact a three-strike policy. After the first offense, the [Provider] will make reasonable efforts to notify the client(s) or a responsible party. If the client(s) is/can respond to the threatening situation in a reasonable amount of time (maximum of 15 minutes), [Provider] shall resume work under the original terms of this agreement. If the threatening behavior occurs for a second time, the client(s) will agree to remove the offending person for the remainder of the event. The [Provider] will immediately leave the event if the behavior occurs a third time. Suppose the [Provider] goes to the event early due to any offending conduct. In that case, the client(s) expressly agree to relieve and hold [Provider] harmless as a result of incomplete event coverage or for a lapse in the quality of the [Provider] work, and the client(s) shall be responsible for payment in full.

Non Event

The client(s) expressly agree(s) to do their best to provide [Provider] and Provider's staff with a safe and appropriate professional relationship. In the event of circumstances deemed to present a threat or implied threat of injury or unprofessional, harassing language or behavior to [Provider] staff, [Provider] will make reasonable efforts to notify the client(s). If the client(s) is/can respond to the threatening situation in a reasonable amount of time, [Provider] shall resume work per the original terms of this agreement. If the inappropriate behavior continues, the client(s) will agree to relieve and hold [Provider] harmless as a result of incomplete services under this agreement or for a lapse in the quality of the [Provider] work. The client(s) shall be responsible for payment in full, regardless of whether the situation is resolved or whether [Provider] resumes work detailed in this agreement.

Health & Safety

Client(s) further understand that [Provider] complies with all health and safety laws, directives, and rules and regulations. Client(s) expressly agree(s) that during the [event/wedding/session], the client(s) and client(s)' agents shall not carry weapons or firearms, be exposed to severe illness, or request the [Provider] to do anything illegal or unsafe. Further, [Provider] will not provide services in any location or area deemed to be dangerous in its sole discretion, including, but not limited to, regions affected by infectious diseases, quarantined areas, or other similar occurrences. Under any of these circumstances, [Provider] reserves the right to end service coverage immediately and leave the [event/wedding/session]. [Provider] shall be entitled to retain all monies paid, and client(s) agree to relieve and hold [Provider] harmless as a result of incomplete event coverage or for a lapse in the quality of the [Provider's] work.

The undersigned have read this policy, understand its terms, and agree to be bound thereby. The parties agree that this policy is a complete and exclusive statement of mutual understanding. Any additions, deletions, or revisions must be made in writing and approved by all responsible parties.

Mackie's Restaurant Group is in the business of catering events, which may involve providing food that needs to be kept warm during the event. Some clients purchase or request chafing fuel cans, commonly known as "sternos," to keep food warm while it is on the wire rack. Sternos involve an open flame and carry an inherent fire risk or other related damages.

The client acknowledges and understands that using sternos involves risks, including, but not limited to, the risk of fire, burns, and property damage. The client assumes all risks associated with using sternos at the event.

To the fullest extent permitted by law, the client, on behalf of itself and its agents, representatives, guests, and any other persons attending the event (collectively, the "Releasing Parties"), hereby releases, waives, discharges, and covenants not to sue MRG, its officers, directors, employees, agents, or representatives (collectively, the "Released Parties"), from any and all liabilities, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, injury, or death, that may be sustained by any of the Releasing Parties or any property belonging to them, while using sternos at the event, regardless of whether the loss or damage is caused by the negligence of the Released Parties, or otherwise.

The client agrees to indemnify, defend, and hold harmless the Released Parties from and against any and all claims, liabilities, damages, losses, costs, and expenses (including, without limitation, reasonable attorneys' fees) arising out of or related to the use of sternos at the event by any of the Releasing Parties.

MACKIE'S
CATERING CO.
- FAMILY OWNED & OPERATED -