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# Food Service Contract

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This **Food Service Contract** ("**Contract**") has been signed by and between the parties below;

**Service Provider**

**Client**

**WHEREAS**, the Service Provider is a reputable provider of food services, offering a wide range of culinary offerings tailored to meet the specific needs and preferences of clients,

**WHEREAS**, the Client is engaged in \_\_\_\_\_ business and desires to engage the Service Provider for \_\_\_\_\_,

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

## 1. Scope of Services

The Service Provider agrees to prepare and deliver nutritious and high-quality meals to the Client's workplace at

\_\_\_\_\_ in accordance with the specifications and dietary requirements outlined in this Contract.

The Service Provider shall work with the Client to develop a customized menu designed in accordance with dietary preferences, nutritional goals, and any specific dietary restrictions or allergies of the Client and its employees.

The Service Provider shall offer a variety of meal options, which shall be appropriate for vegetable diet, vegan diet, vegetarian diet and omnivorous diet. The Service Provider shall source fresh ingredients, and shall ensure that all food products meet applicable food safety and quality standards under applicable law and regulations.

The Service Provider shall ensure that meals are presented in an appealing and appetizing manner and packaged securely to maintain freshness during transportation and storage.

The Service Provider shall comply with all applicable laws, regulations, and industry standards governing food safety, hygiene, sanitation.

## 2. Term and Termination

This Contract shall commence on the \_\_\_\_\_ and shall continue in full force and effect for an initial term of \_\_\_\_\_ unless terminated earlier. Upon expiration of the initial term, this Contract may be renewed by the mutual agreement of the parties. In such a case, the term and conditions of this Contract shall be valid and applicable for the renewal term unless otherwise agreed by the parties in writing.

Either party may terminate this Contract immediately upon written notice to the other party in the event of a material breach of any provision of this Contract by the other party, including but not limited to failure to perform obligations, insolvency, bankruptcy, or violation of applicable laws or regulations.

Any provisions of this Contract that, by their nature, should survive termination, including but not limited to confidentiality, indemnification, and dispute resolution provisions, shall continue to remain in full force and effect.

## 3. Pricing and Payment Principles

The price of meals to be prepared and delivered for \_\_\_\_\_ people daily is \_\_\_\_\_. The total amount, determined according to the number of working days each month, is invoiced and sent to the Client at the end of each month and shall be paid by the Client on the \_\_\_\_\_ day of the month at the latest.

Any payments not received by the Service Provider by the due date shall accrue interest at the rate of \_\_\_\_\_% per month or the maximum rate permitted by law, whichever is lower, until paid in full.

The Client shall be responsible for any additional charges incurred for optional services requested by the Client, as agreed upon by the parties in writing.

All payments under this Contract shall be made via \_\_\_\_\_ and in \_\_\_\_\_.

### **3. Responsibilities of Service Provider**

The Service Provider shall be responsible for the preparation of all meals and beverages in accordance with the menu plan agreed upon by the parties. The Service Provider shall work collaboratively with the Client to develop a customized menu.

It is Service Provider's responsibility to adhere food safety and hygiene practices throughout the food preparation process, including proper handling, storage, cooking, and serving of food items to minimize the risk of foodborne illness.

The Service Provider shall adhere to strict food safety and hygiene practices throughout the food preparation process, including proper handling, storage, cooking, and serving of food items to minimize the risk of foodborne illness. The Service Provider must provide information regarding meals containing allergens.

The Service Provider shall deliver the meals in a timely manner and package them securely to maintain freshness during transportation and storage. The Service Provider shall implement quality assurance measures to monitor the quality and consistency of meals, conducting regular inspections and taste tests to ensure that all food items meet the Client's standards and expectations.

### **4. Responsibilities of Client**

The Client shall provide access to suitable facilities and equipment necessary for the preparation, storage, and serving of meals. The Client shall designate appropriate storage areas for food items and ingredients provided by the Service Provider, ensuring proper temperature control, cleanliness, and organization to prevent contamination.

The Client is responsible for fulfilling all of its obligations arising from the legislation. The Client shall have its part of the audit and analysis done in a timely manner and share the results regularly with the Service Provider.

### **5. Confidentiality**

For the purposes of this Contract, confidential information shall mean any information, data, or materials disclosed by one party to the other party that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, should reasonably be considered confidential. The receiving party of confidential information agrees to hold in strict confidence and not to disclose or use any confidential information of the disclosing party for any purpose other than as

## 6. Governing Law and Dispute Resolution

This Contract shall be governed by and construed in accordance with the applicable laws of the State of \_\_\_\_\_ . Any disputes arising out of or in connection with this Contract shall be resolved by the competent courts of \_\_\_\_\_ , if cannot be resolved amicably.

## 7. Other Provisions

**Notices** - All notices, requests, demands and other communications under this Contract shall be in writing and shall be deemed to have been duly given by personal delivery or sent to the address written in this Contract with postage prepaid or mailed to the abovementioned email addresses of the Parties.

**Modification** - Any waiver, alteration, amendment or modification of any provisions of this Contract shall not be valid unless in writing and signed by the parties.

**Entire Agreement** - This Contract constitutes the entire agreement between the parties and supersedes all prior negotiations, discussions and agreements, written or oral.

**Waiver** - The failure of either party to enforce any provision of this Contract shall not be deemed a waiver of its right to subsequently enforce that provision or any other provision.

**Force Majeure** - Neither party shall be liable for any delay or failure to perform its obligations under this Contract to the extent such delay or failure is caused by events beyond its reasonable control, including but not limited to acts of God, war, terrorism, strikes, labor disputes, natural disasters, governmental regulations, or any other event that is beyond the reasonable control of the affected party.

**Independent Contractors** - The relationship between the parties under this Contract is that of independent contractors. Nothing in this Contract shall be deemed as a partnership, joint venture, agency, or employment relationship between the parties.

**Service Provider**

**Name**

**Date**

**Signature**

**Client**

**Name**

**Date**

**Signature**



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