



## Pizza Square Contract

IN ORDER TO OFFICIALLY RESERVE YOUR PIZZA PARTY DATE AND TIME, WE MUST RECEIVE YOUR SIGNED CONTRACT, \$500 DEPOSIT AND CERTIFICATE OF INSURANCE BY 15 days prior to event. IF CONTRACT AND DEPOSIT ARE NOT RECEIVED IN A TIMELY MANNER, YOUR DATE WILL BE SUBJECT TO CANCELLATION.

Pizza Squares Trailer are self-contained "pizza parlor," allowing us to make fresh hot pizza as needed. We also provide fountain soft drinks.

**SITE DETERMINATION:** Pizza Square reserves the right to pre-approve the location of the event and will require the opportunity to inspect the site. Due to the height and weight of the trailers, they will require a firm, level surface for parking. We may relocate the trailer if the site is deemed unacceptable.

### 1. COSTS:

#### A. PRICES, SALES TAX & MARK-UP: The total cost of your event will be determined by the amount of food used, plus

Please refer to Exhibit A for current item prices. Prices, terms and conditions quoted are subject to change; should this occur, you will be notified no less than 60 days prior to the event. Pizza Square has a policy on maximum fundraiser prices that may be charged for our products. Please see Exhibit A for these maximums. If at anytime these price maximums are exceeded, your event will be terminated.

\$2250.00 plus \$100 for every half hour of service time used beyond the time allocated in the contract.

- Our paperwork indicates you have selected \_\_\_\_ hours of service time, serving a combination of approximately \_\_\_\_ Pizza Squares and Drinks.
- Based on the above order, your estimated total costs including sales tax will be approximately \$\_\_\_\_\_, or higher depending on the number of items used.
- If you do not reach your Estimated Total, you will be responsible for the amount of actual food used, plus applicable overtime for a minimum of \$\_\_\_\_\_, whichever is higher.
- Please initial \_\_\_\_\_ that you agree with these amounts. If you do not agree with these amounts or menu, please contact a event coordinator.
- SERVICE TIME:** The "Minimum Charge" of \$2250.00 entitles you to 4 hours of service time. If additional serving time is needed, prior arrangements must be made, and may be assessed an overtime charge of \$100.00 per ½ hour. As service time is based on your total minimum order, any changes to the above estimates may also effect your service time.
- MILEAGE SURCHARGE:** A mileage charge may be assessed depending on the location of the event. All such charges shall be noted in this section prior to executing this Agreement. Mileage will be charged as follows: None
- INCIDENTAL CHARGES:** If unusual circumstances exist, Pizza Square may assess an incidental charge. All such charges shall be noted in this section prior to executing this Agreement. Your incidental charges are as follows: None
- **COLLECTION OF MONEY:** You ("customer") are responsible for selling tickets before the event or having someone at the event to handle money. The food will be sold only in exchange for tickets or other script, unless prior arrangements have been made.

### 2. TERMS OF PAYMENT:

3. **PROMOTIONAL MATERIALS:** The use of the Pizza Square name will be limited to use on printed materials and may not be included in any form of electronic advertising; radio, television, etc. All printed materials, (posters, tickets or other promotional materials) using the Pizza Square name, logos, trademarks or graphics (“Names and Marks”) must be approved by the Pizza Square. Please email your design to [info@pizzasquare.com](mailto:info@pizzasquare.com) for 24-hour turn around approval. Logo slicks available upon request. Pizza Square reserves all rights to its Names and Marks; Customer is not given any license to use Pizza Square’s Names and Marks by entering into

4. **CHANGES IN TERMS OF AGREEMENT:** If customer desires to change the date, time, location or menu of the event as originally agreed to in this contract, the customer must inform Pizza Square of such change no later than seven days prior to the scheduled date of the event. Please note that Pizza Square is unable to make a change in the event if such notification is less than 24 hours prior to the event time.

5. **INSURANCE AND INDEMNIFICATION**

A. Customer shall be required to provide a Certificate of Insurance, naming “Pizza Square” as additional insured, or a copy of homeowners’ insurance policy indicating that liability insurance is in place for the property where event is to be held.

B. Except to the extent such actions or claims arise out of the negligence of Pizza Square, its products, vehicles, associates (employees), owners, officers, directors and agents, customer shall indemnify, defend and hold harmless Pizza Square, its affiliates, related business entities, successors and assigns, associates (employees), owners, shareholders, officers, directors and agents, and each of them, against any and all actions or claims of the customer and the customer's guests, invitees and representatives and against any and all actions or claims which in any way relate to or arise out of the event.

C. Except through its own gross negligence, bad faith, or intentional misconduct, Pizza Square does not assume liability for any damages or loss whatsoever. Customer agrees that Pizza Square 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 Pizza Square.

6. **LIMITATION OF LIABILITY:** In no event shall Pizza Square or its officers, directors, 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.

the form of action, whether based on contract, tort, negligence, strict liability, products liability or otherwise.

7. **RIGHT TO RESCIND:** Pizza Square reserves the right, at any time, to unilaterally rescind this Agreement and, or to deny service, even after event has commenced, if any event is not conducted (or any personnel related to the event does not conduct themselves) in a manner consistent with the law abiding image of Pizza Square, which Pizza Square will decide in its sole discretion.

A. **DEPOSIT:** A \$500.00 deposit is required upon signing of this Agreement. Deposits are non-refundable if event is canceled less than 14 days from the event date. The receipt of your deposit by Pizza Square will confirm the reservation of your event, and must be received by the due date above for your reservation to be held. The full amount of the deposit will be credited against the total charges for the service.

Name:  
Date of Event:

**EXHIBIT "A"  
TO AGREEMENT**

**EVENT PRICES & MAXIMUM FUNDRAISER PRICES THAT  
MAY BE CHARGED**

I have read the above and any attachment or addendum and agree to the terms and conditions thereof. Furthermore, I have completed the EVENT INFORMATION section of this Agreement and agree to the terms and conditions thereof.

- The total cost of your event will be determined by the amount of food used, at the current prices below and other charges described on page one or the "Minimum Charge" of \$ 950.00, whichever is higher. Prices, terms and conditions quoted are subject to change; should this occur, you will be notified no less than 60 days prior to the event date.
- Pizza Square maintains a policy on maximum fundraiser prices that may be charged for our products. Current maximums are listed below. If at anytime these price maximums are exceeded, your event will be terminated
- All prices listed below include sales tax at the rate of 9.25%.

Please Print

DATE OF EVENT: \_\_\_\_\_ TIME OF EVENT: *pm to pm* (Month/Day/Year) (Time customer wants the first pizza served)

ADDRESS OF EVENT:

\_\_\_\_\_ CONTACT:  
\_\_\_\_\_ Street  
\_\_\_\_\_ PHONE: \_\_\_\_\_  
City State Zip

All event correspondence and payments should be sent to: Pizza Square LLC, 27943 Seco Canyon Road, # 218, Santa Clarita, CA 91350, or emailed to [info@pizzasquare.com](mailto:info@pizzasquare.com). Federal ID # 26-4347028.

8. GOVERNING LAW AND VENUE: The laws of the State of California shall govern this 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 Santa Clarita, California, and the parties consent to the personal and exclusive jurisdiction and venue of these courts.
9. FORCE MAJEURE: The parties to this Agreement will be excused from the performance of this Agreement in whole or in part if the performance by Pizza Square or Customer of any of its material obligations under this Agreement is prevented by operation of law or any cause beyond the reasonable control of such party, 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 other equipment, riot, war, insurrection, civil unrest, Act of God, any act of any legal or governmental authority (all of which causes are referred to as "events of force Majeure"). If the event is cancelled or curtailed because of the occurrence of any of the foregoing events of force Majeure, Pizza Square shall remit the full portion of the deposit less any out-of-pocket costs incurred by Pizza Square in connection with the cancelled or curtailed event.



**EVENT CONFIRMATION/INVOICE**

**Date:**

**Invoice #:**

**Sample Contract / Information Only**

|                                    | <b>Your Cost<br/>Including Sales<br/><br/>Tax @ 9.25%</b> | <b>Maximum<br/>Fundraiser<br/>Price<br/>That May<br/>Be Charged</b> | <b>Profit<br/>To<br/>You</b> |
|------------------------------------|---|---|------------------------------|
| <b>Individual Items</b>            |   |   |                              |
| Pizza Squares                      | \$2.50 + tax = \$2.83                                     | \$4.00  | \$1.17                       |
| 16 oz Fountain Drinks              | \$1.50 + tax = \$1.64                                     | \$2.00  | \$0.57                       |
| <b>Meals</b>                       |   |   |                              |
| Square Deal<br>(2 squares & drink) | \$5.00 + tax = \$5.46                                     | \$7.00  | \$1.54                       |

**I have read the above and agree to the terms and conditions thereof.**

**Customer Signature**

**Date of Event**

- Your estimated charges based on your menu of a combination of \_\_\_\_\_ # Pizza Squares, and Drinks including sales tax and a serving time of 1 1/2 hours is \$ \_\_\_\_\_.
- If you do not reach your Estimated Total, you will be responsible for the amount of actual food used .

**(Please note: Pizza Trailers do not carry extra product! Any changes made to this agreement, MUST be made no later than seven days prior to the scheduled date of event. We will only come prepared to serve what you have ordered above and must all be served in the scheduled time above.**

**Payments Due:**

- Deposit of \$500.00 and signed contract to reserve your date due by 15 days.
- Balance of Minimum/Guarantee, \$500.00 due on or before \_\_\_\_\_.
- Balance of any additional charges for actual product used due at the end of your event.

**Please mail all remittances to:**

**Pizza Square LLC**

**27943 Seco Canyon Road, # 218**

**Santa Clarita, CA 91350**

**(866) 306-2424    Federal ID # 26-4347028**

**Please sign that you are in agreement with these terms.**