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**Final Payment**

Final payment is due no later than 3 days prior to your event date. Payment plans and/or terms are available upon request.

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**Final Guest Count**

Final guest count, not subject to reduction, is due 5 days prior to your event date(s). If you need to increase your guest count within 5 days of your event date, we will make every effort to accommodate your request. Additional fees and charges MAY apply beyond the normal agreed upon expenses.

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**Payment Methods**

All prices quoted are based on a cash/check purchase. A 4% credit card processing fee will be charged for all clients wanting to pay via Visa, MC, Discover, or AmEx.

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**California State Tax**

NCC charges 7.5% . Present state law requires that sales tax be based on the prices per person after the gratuity has been added.

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**Service Charge**

NCC charges 18% service charge on every event, unless otherwise noted.

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**Timeline**

YOU MAY BE BILLED FOR ADDITIONAL STAFF HOURS if your event does not adhere to the agreed upon timeline.

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**Cancellation by Client**

All prepayments and deposits are forfeited if you, the client, cancel the event at any time. NCC will apply the entire balance of your deposits and prepayments, less \$500.00, towards another event occurring within 90 days of the original event date. Subject to NCC availability. All costs are subject to change.

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**Cancellation by Venue or Acts of God**

All prepayments and deposits are forfeited if the event is cancelled by your venue or acts of God (i.e. Fire, flood, terrorist activity) prevent NCC from performing your event as agreed. NCC will apply the entire balance of your deposits and prepayments, less \$500.00, towards another event occurring within 90 days of the original event date. Subject to NCC availability. All costs are subject to change.

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**Cancellation by NCC**

NCC reserves the right to terminate this contract for any reason. IF NCC terminates this contract over 30 days prior to your event date, all deposits and prepayments will be returned in full with 10 days. IF NCC terminates this contract within 30 days prior to your event date, all deposits and prepayments will return in full with 10 days as well as an additional \$500.00 penalty.

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**Damage**

NCC assumes no responsibility for ANY damage or loss of any merchandise, alcohol, equipment, furniture, clothing, or other valuables prior to, during or after the event. We will do everything possible to ensure that all of your supplies, rentals and equipment are cared for and maintained in good working order and without any damage.

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I/We, the client (s), understand that by using/providing items I/We own, or by hosting an event in my home/office that accidents/breakage and damage may occur. I/We will NOT bill, charge or sue NCC for any loss unless the damage or loss was caused by the willful negligent actions or conduct of NCC or its employees.

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**NCC Liability**

NCC's only liability, for third party claims, will be for actions caused by NCC and/or the negligent conduct of it's employees.

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**NCC Equipment**

I/WE, the client(s), agree to pay the replacement cost of any damaged or missing item(s) used at our event caused by guests or myself/us.

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**Third Party Liability**

NCC assumes no responsibility for the conduct of guests, members and third parties hired to provide

services.

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**Insurance**

NCC maintains general and automobile insurance.

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**Rented Equipment**

I/WE, the client(s), agree to pay the replacement cost of any damaged or missing item(s) we rent from NCC or NCC rents through a third party rental service on my/our behalf.

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**Assignability**

This contract is not assignable without the written consent of NCC.

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**Unlawful Activities**

The client will comply with all the laws of the United States and the State of California, all municipal ordinances and all lawful orders of police and fire departments, and will not do anything on the premises in violation of any laws, ordinances, rules or orders. If unlawful activities are occurring on the premises, and event is cancelled, there will be no refund of any kind from NCC to client.

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**Menu/Food Quantities**

NCC will prepare between 5%-10% overage based on the final number of guests we receive from you. Part of this overage is to include feeding of the staff and or vendors. You are not charged for this service. NO overage will be provided for bag/box lunches or Drop Off lunches or dinners.

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**Kids/Children**

Kids 6-12 are charged "Half Price" on the agreed upon menu items. NCC also offers a "5 and Under Table" provided free of charge for most events.

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**Leftovers**

NCC (or you and your guests) may package up all leftovers. You are responsible for providing appropriate containers to place leftovers into. If you do not have appropriate containers, all food will be taken back to our kitchen for disposal.

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**Menu Cost**

All menu prices are subject to change within 14 days of your event.

If a drastic change in an ingredient(s) within your menu is established, you have two options:

1. A new cost (maintaining your present menu) will be assessed based on current market prices and you may agree to the new price.

OR

2. Substitute menu item(s) will be presented to you in order for you to maintain the agreed upon (per person/platter) menu price.

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**Guest Count Overage**

You will ONLY be charged for the guaranteed number of guests served unless you have more attendee's than the guaranteed number AND NCC was required to purchase more food and/or beverages to accommodate you.

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**Guest Count Reduction**

If your final guest count is reduced 20% or more than your latest estimated guest count, your menu cost MAY increase proportionally (based on current prices).

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I have read this contract and understand and agree to the rates, terms and conditions of this contract.

Please sign and return one copy to NCC. Remember to keep a copy for your records.

Authorized Client Signature: \_\_\_\_\_

Client's Printed Name: \_\_\_\_\_