

356

Agenda Item Request Form

BURNET COUNTY COMMISSIONER'S COURT

Meetings – 9:00am – 2nd and 4th Tuesday of Every Month

**NO ITEM WILL BE ON AN AGENDA
WITHOUT PRIOR APPROVAL BY A MEMBER OF COMMISSIONER'S COURT**

All Contracts must be approved by County Auditor's
And County Attorney's office prior to being on the Agenda

Agenda items and supporting documents are due to Court Coordinator's Office (Rm. 201) no later than noon on Thursday prior to the meeting date requested.

Ph: 512-715-5276 Fax: 512-715-5217 email: comcrt@burnetcountytexas.org

Presenters are to limit presentation time to no more than 5 minutes.

Today's Date: 11/06/2023

Requested by: Shelly Denton

AGENDA ITEM(S): Discussion and/or approval of a contract with 2 Peas in the Pot Catering for the Burnet County Employees Appreciation Luncheon on December 15, 2023

Meeting Date Requested: 11/14/2023

County Judge Oakley

Commissioner Pct. 1 Luther

Commissioner Pct. 2 Beierle

Commissioner Pct. 3 Wall

Commissioner Pct. 4 Dockery

Catering Quote



2 Peas in a Pot
Catering

Event: Burnet County Employees Appreciation Luncheon

Date: December 15, 2023

Location: Burnet Co. AgriLife Extension Center

Time: TBD

Contact: Shelly Denton,

sdenton@burnetcountytexas.org, 512-715-5203

of Guests: Approximately 300

Menu	Cost per Plate	Equipment Provided
Parmesan Crusted Chicken Breasts Mashed Potatoes Brown Gravy Seasoned Green Beans Mixed Green Salad Ranch and Italian Dressing Hot Bread Sopapilla Cheesecake Tea and Water, Sugar and Sweet-n-low	\$21	All Serving Dishes and Utensils for food items. Containers for Tea and Water, Guests will be served through buffet lines. This price includes set up, serving, and take down of our equipment. Does not include clearing of tables. We will need access to kitchen area for water, prep, and storage. Client is responsible for all paper goods, serving tables, table coverings, ice and ice chests, and delivery of any outside food. Release required from client to take any food from premises. Food and drink table arrangements and all other specific details to be discussed. Tentative guest count due by December 1, 2023. Final guest count due by December 5, 2023.



Sharon Schwartz

1402 CR 252

Bertram, Texas 78605

512-627-2898

ss2peasinapot@gmail.com

Thank you for considering us!

Carla and Sharon

Two Peas in a Pot

TWO PEAS IN A POT, LLC
CATERING CONTRACT

This Catering Contract is entered into between TWO PEAS IN A POT, LLC ("Caterer") and Burnet Co - Shelly Denny ("Client") together, "Parties") and sets forth the agreement between the Parties relating to catering services to be provided by the Caterer for Client for the event identified in this Contract.

1. Event details

Client is hiring Caterer to provide food and beverages, and related services, for the following event ("Event"):

Date: December 15, 2023

Event start time (for guests): TBD

Event end time (for guests): TBD

Location: Burnet Co. Agrilife Extension Center

Estimated number of guests: 300

2. Menu to be served

The Parties have agreed to the menu attached to this Catering Agreement as Exhibit "A". Caterer reserves the right to make small changes to the menu if key ingredients are unable to be sourced due to reasons beyond the control of the Parties. The following limitations will apply to this reservation of right:

No alcoholic beverages will be served without a separate agreement relating thereto.

3. Coordination with venue

Caterer will need to have access to the Venue no later than 3 hours in advance of the Start Time for the Event, and 2 hours after the End Time for clean-up. Client will make all necessary arrangements, at Client's expense, to get this access arranged.

4. Payment terms

In exchange for the services of Caterer as specified in this Catering Contract, Client will pay to Caterer \$ 21.00 per person attending the event, but in no event less than the Guest Count provided by Client to Caterer one week in advance of the Event. As of the signing of this Contract, the total amount is estimated to be \$ 6300.00 ("Estimated Total Cost").

Payment will be made to the Caterer as follows: \$ 1,000.00 deposit due on the date of signing, and the balance of approximately \$ 4000.00 will be due one week in advance of the event.

The exact amount due will be determined, and provided from Client to Caterer in writing, one week in advance of the Event along with a Final Guest Count.

*Balance or
\$1300 will be due day of event*

5. Responsibilities for related costs

Client is solely responsible for all costs and/or deposits relating to use of the Venue, and for obtaining any necessary permissions, authorizations, or other requirement of Caterer providing services at the Venue.

6. Insurance and Indemnification

Caterer has, or will obtain, general liability insurance relating to Caterer's services at the Event.

However, Client will indemnify and hold harmless Caterer for any damage, theft, or loss of Caterer's property occurring at the event, caused by any of Client's guests.

7. Cancellation

If the Client needs to cancel the event, Client must provide written notice to Caterer along with any required cancellation fee described in this Catering Contract, to effect cancellation.

Client understands that upon entering into this Contract, Caterer is committing time and resources to this Event and thus cancellation would result in lost income and lost business opportunities in an amount hard to precisely calculate. Therefore, the following cancellation limitations will apply. If Client requests cancellation of this Contract 90 days or more before the Event, Caterer shall be entitled to 0 percent of the Estimated Total Cost. If Client requests cancellation 45-89 days before the Event, Caterer shall be entitled to 0 percent of the Estimated Total Costs. If Client requests cancellation 31-44 days before the Event, Caterer shall

be entitled to 0 percent of the Estimate Total Costs. After 30 days in advance of the Event, Caterer ~~shall be entitled to 100 percent of the Estimated Total Cost.~~

and client will negotiate % due to Caterer
The Client's deposit will be credited against the cancellation fees owed. Any balance will be payable upon the notice of cancellation.

8. Legal compliance

Caterer will work in compliance with all applicable local health department rules and regulations relating to food preparation and food service.

9. Assignment

This Contract cannot be assigned by either Party without the other's written consent, with the exception set forth in paragraph 10, below.

10. Limitation of remedies

If Caterer cannot fulfill its obligations under this Contract for reasons outside of its control, Caterer may locate and retain a replacement catering company at no additional cost to Client, or refund Client's money in full. Caterer will not be responsible for any additional damages or compensation under these circumstances.

11. Resolution of disputes

The Parties agree to not post any negative information about the other arising out of this Contract or Event on any online forum or website without providing advance written notice of the intended content thereof, and providing the other party with an opportunity to resolve any issues between the parties amicably.

12. Jurisdiction and Venue

This Contract will be interpreted according to the laws of the State of Texas and any legal action must be filed in the County of Burnet in the State of Texas.

13. Entire Agreement

This document, along with its exhibits and attachments, constitutes the entire agreement between the Parties.

Executed on _____.

Caterer

Sharon Schwartz

TWO PEAS IN A POT, LLC

1402 County Road 252

Bertram, Texas 78605

(512) 627-2898

Client

J. Kelley

By: James Oakley

Address: _____

City, State, Zip: _____

Phone: _____

FULL RELEASE OF LIABILITY

Two Peas In A Pot, LLC
1402 CR 252
Bertram, Texas 78605

I, _____, on behalf of myself and my heirs, administrators, executors, personal representatives and assigns, in consideration of receiving services from and being permitted to utilize the facilities managed by Two Peas In A Pot, LLC do hereby fully and forever release, hold harmless, waive, discharge and covenant not to sue Two Peas In A Pot, LLC and its present and former parent companies, subsidiaries, operating units, affiliates, employees, directors, officers, agents, representatives, insurers, and all persons acting by or through such persons or entities (the "Released Parties"), from and against any and all claims, demands, actions, lawsuits, liabilities, judgments, debts, and causes of action of any kind or nature whatsoever, including but not limited to any personal or bodily injuries (collectively, the "Claims"), which I may have for any reason arising out of or relating to my participation in the above use of Two Peas In A Pot, LLC services and facilities.

I acknowledge and agree that use of the above referenced Two Peas In A Pot, LLC services and facilities carries certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. I hereby assert that I knowingly assume all such risks.

I further expressly agree that this agreement is intended to be as broad and inclusive as permitted by the law of the State of Texas and that if any portion of this agreement is held invalid, I agree that the balance shall, notwithstanding, continue in full legal force and effect.

Returning this signed form to the Two Peas In A Pot, LLC staff member who is representing Two Peas In A Pot, LLC does not authorize others not covered by this agreement to utilize the facility.

I HAVE READ THIS WAIVER OF LIABILITY AND GENERAL RELEASE OF ALL CLAIMS, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE THE RELEASED PARTIES. I ACKNOWLEDGE THAT I AM SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY, AND INTEND BY MY SIGNATURE TO GIVE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Printed Name: James D. Dickey

Signature: [Signature]

Date: 11/14/13

Two Peas In A Pot, LLC (512) 567-2742

FULL RELEASE OF LIABILITY

Two Peas In A Pot, LLC
1402 CR 252
Bertram, Texas 78605

I, James Oakley, hereby release Two Peas In A Pot, LLC from any liability and harm if food is taken from the property that may have prepared on Two Peas In A Pot, LLC premises, and any of this food that may be consumed by individuals will be done so at their own risk.

I request that you make these records available for such inspection and copying. Photocopies of Authorization shall be considered as valid as the original.

This Authorization is effective on the date set forth below and shall remain in effect until withdrawn in writing by me or by my agent, designee or representative.

Printed Name: James Oakley

Signature: [Signature]

Date: 11/14/23

Two Peas In A Pot, LLC (512) 567-2742

This form must be completed if any "to go" plates are taken from the premises.