



Buffalo, NY area:
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Lancaster, NY 14086
716-432-2286

Sarasota, Florida area:
307 Pameto Rd.
Nokomis, Florida 34275
720-771-7917

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NITRO AGREEMENT

Customer Name: _____ Home Phone: _____
Address: _____ Cell Phone: _____
_____ Email: _____
Date of Event: _____ Type of Event: _____
Time of Event: _____ Location Fee if applies: _____
Location of Event: _____ Location Address: _____
Guaranteed # of Guests: _____ _____

General Information and Policies

Our professional resources in culinary and service skills afford you complete assurance that all commitments will be carried out to your satisfaction. In order to ensure you and your guests of a well organized, function, we must ask that we both adhere to the following Nitro Magic policies:

Payments and Retainer Fee

Billing arrangements for all events must be made in accordance with Nitro Magic policies. There is a 15%retainer fee on all events, unless prior arrangements have been made with our Nitro Magic coordinator.

We accept cash, checks and money orders. Checks should be made out to Nitro Magic Ice Cream.

Guarantees

The Coordinator must be notified of the exact number for which you wish to guarantee services for no later than ten (10) business days before the event. In the event a guarantee service number is not received, the original estimated attendance count will be prepared and charged.

Taxes

All applicable state and local taxes will be imposed and paid by the client. If the client’s organization is tax exempt, Nitro Magic must receive a certificate reflecting the client’s exemption status no later than ten (10) working days before the event. If Nitro Magic does not receive this certificate, the client agrees to pay all taxes associated with the event.

Cancellations

If the client cancels a contracted event on or before thirty (30) days before the event, Nitro Magic will retain the entire retainer fee as liquidated damages. If the client cancels the contracted event after thirty (30) days before the event Nitro Magic will be entitled to 50% of the total amount owed.

Nitro Magic Contract

1. I, Client, agree, to pay for all guests attending but not less than the number of guests guaranteed. Nitro Magic may limit services to the number of guests guaranteed or the number of guests Nitro Magic deems to be the maximum for the facility. Arrangement for additional guest’s changes must be made at least ten (10) days prior to the functions and such final guarantee, whether oral or written, shall be binding on client as if originally guaranteed. In no event shall guarantee be less than originally agreed upon.
2. No event will be permitted to run over the time agreed upon without Nitro Magic’s approval. Nitro Magic reserves the right to make reasonable additional charges for events running beyond the time agreed upon.
3. Any balance due will be paid in cash, money order or check within ten (10) days of the start time of function.
4. Delinquent Accounts – we reserve the right to assess finance charges on any amount unpaid when due at an interest rate of 5% per month or the maximum rate permitted by law.
5. In the event that Nitro Magic must seek legal remedies to complete execution of this contract, the client agrees to pay all reasonable attorney fees.
6. Client assumes responsibility for any damages to any property that may be caused by clients, members, guests or invitees.
7. Nitro Magic shall have no responsibility or liability for failure to supply any services when prevented from doing so by strikes, accidents or any cause beyond Nitro Magic’s control, or by orders of any governmental authority, except to return said retainer fee within sixty (60) days.

Client

Date

Nitro Magic

Date