

Contract for Service Agreement

1. PAYMENT AND PRICING

- 1) A total flat fee payment shall be made by the client in the of \$[AMOUNT].
- 2) Prices on specialty items may be increased due to market availability (some menu items listed on website are based on seasonal availability and may not be available on the date of the client's event. Please check with Chef.)
- 3) China, silverware, cutlery, glassware, chafing dishes and serving platters are not included in menu pricing but can be added. Additional costs shall be based upon quantity and style.
- 4) All payments must be paid in full at the time of signing contract.
- 5) The Private Chef's acceptable methods of payment are as follows:
 - **Cash**
 - **Check**
 - **Credit Card (Visa, Mastercard, Discover or American Express)**
 - **Venmo**
 - **Zelle**
 - **Apple Pay**
- 6) Gratuities are **not** included in payment pricing however may be added at the end of service or at the time of entering into this contract.

2. CANCELLATION AND REFUNDS

A. CANCELLATION BY CLIENT

- 1) Cancellations made fourteen (14) business days prior to the contracted date of the event shall entitle the client to a full refund.
- 2) Cancellations after the time period specified in Paragraph 2.A.1), are non-refundable but shall entitle the client to reschedule the event on a new date and time to be negotiated based on Chef's availability. The client will be responsible for payment of purchasing additional ingredients for negotiated new date.

B. CANCELLATION BY PRIVATE CHEF

- 1) Cancellation on the part of Private Chef will result in full refund plus a 10% discount on any future booking.
- 2) Cancellation on the part of the Private Chef must be done no later than seventy-two (72) hours prior to the event.

3. MISCELLANEOUS:

The Client and Private Chef agree as follows:

- A. **Independent Contractor.** It is agreed that the Private Chef will be considered an independent contractor for the purposes of this Contract, that they will maintain their own independent business and furthermore will use their own tools and equipment in fulfilling the Contract.
- B. **Taxes.** Any taxes due as part of the Private Chef providing their Services in this Contract are the sole responsibility of the Private Chef.
- C. **Additional Services.** Any additional services must be requested by the Client in writing and are subject to rejection by the Private Chef should said request be impossible or inconvenient to meet. Should a request for Additional Services be accepted, the Client agrees to pay for any and all fees charged by the Private Chef for such.
- D. **Damage to Equipment.** The Client will be responsible for any damage or loss to the Private Chef's equipment due to misuse or theft by the Client or any guest of the Client and in the case of a force majeure event (including but not limited to fires, floods, inclement weather, and earthquakes).
- E. **Liability and Indemnification.** The Private Chef will not be liable for direct, indirect, incidental, or consequential damages (including, but not limited to, damages for lost profits or increased expenses) with respect to any claim related to this Contract and the Services provided. The Client indemnifies and holds harmless the Private Chef and any subcontractors working with the Private Chef against all liability related to the Client's Event from the date of the Event and on into the future. The Client will assume all legal fees claimed by third persons, provided that such loss or damage was not caused by the fault or negligence of the Private Chef or its employees, agents, or subcontractors.
- F. **Arbitration.** The client and Private Chef agree to resolve any disputes arising from or relating to this Agreement through binding arbitration. This means that both parties waive their right to sue in court or have a jury trial, Instead, the parties shall submit their claims to an impartial arbiter who will decide the outcome according to the rules of arbitration. The arbitration will be conducted in accordance with the American Arbitration Association (AAA) Commercial Arbitration Rules, as modified by this agreement. In lieu of arbitration, both parties may elect to resolve any of their disputes in the Small Claims Court of the County of Orange.
- G. **Governing Law.** This Contract shall be construed and governed in accordance with the laws located in the State of California and jurisdiction shall be in the County of Orange.
- H. **Entire Contract.** This Contract constitutes the entire Contract between the Parties. No modification or amendment of this Contract shall be effective unless in writing and signed by both Parties.

- I. **Execution.** The Private Chef and the Client each represent and warrant to the other that each person executing this Contract on behalf of each party is duly authorized to execute and deliver this Contract on behalf of that party.

The parties have duly executed this Agreement as of the date first written above.