

# Hey Chef! LLC Client Terms & Conditions

Let's be honest, T's&C's docs can be so dry! However, we write them for a reason. If you have any questions while reading this please call us at (530) 582-4882!

## 1. Agreement

When you give us your credit card information for an Event you're signing into this Agreement. You are the Client, this document together with the Client Estimate makes up our Agreement, and we are HeyChef! LLC. Easy, right!?

## 2. Nature of Services

Now that you have hired us, you understand we hire or contract chefs and staff whom we know, love, and trust to serve you.

## 3. Estimates

Serving you starts with providing you with a Client Estimate, that you received via email. Just like it can rain on a wedding day, plans sometimes change, and so can Estimates. In our experience our clients appreciate this flexibility. But in the end, this is just an Estimate and final costs can change for a variety of reasons, including but not limited to guest count, substitutions, unforeseen costs, etc. After service concludes we will charge your credit card and provide you with an Invoice detailing all final costs.

## 4. Payment

You hired us, so now you gotta pay us. Just as you wouldn't leave a restaurant without paying, we also expect payment right away. In the event you want to ignore this rule (please don't) you will incur additional costs each day the Invoice is past due.

## 5. Cancellation Policy

It's rare, but now and again cancellations occur. Here's the bottom line:

- You cancel on us 22 or more days prior to Event – we refund 90% of Advance Deposit less actual costs incurred
- You cancel on us within 21 days of your Event – no refund of Advance Deposit plus invoice for actual costs incurred
- You cancel on us within 72 hours of your Event start – full payment for Event is due.
- We cancel on you at any time for any reason other than act of nature – we fully refund your Advance Payment.

Oh, and if you book multiple &/or consecutive Events and cancel any portion once we begin service you will be billed for all services. You're responsible for all previously agreed upon Events because we shopped, and obtained staff for you. 'Actual costs' are defined as costs incurred by us on your behalf (e.g. groceries, staff, specialty orders, etc.) and examples of an 'act of nature' are forest fires, snow storms, road closures, hurricanes, hey it could happen!

## 6. Insurance

HeyChef! is insured and we trust you/your home is as well. In over 20 years this issue has never come up but if it does we will do what is right. It is our hope you will too. I mean, we're working together so we must like each other, right?

## 7. Alcohol

HeyChef! can serve the booze at your Event, but you need to provide it, and it's your responsibility to direct service of and to ensure that all guests are legally allowed to partake in said booze.

## 8. Noninterference with Business & Placement Fee

Once we provide you with a team, don't hire them behind our backs. That would be dishonest. We love our employees and the folks we contract with. We kindly ask that you respect the relationships we have created with these folks and not seek their services without going through HeyChef! for eighteen months from the date of your service with HeyChef! After those eighteen months, if you still love and want to hire an individual to serve you (I mean they are great, right?) HeyChef! will seek a one-time placement fee equal to 25% of their annual earnings with you.

## 9. Other Stuff Our Lawyers Made Us Say

Here's the fine print from our our lawyer. But hey, it protects us both so have a read. Please know, we value our clients and will do everything in our power to make sure we never have to worry about anything in this section!

**Indemnification.** *Client shall indemnify, defend and hold harmless HeyChef!, and HeyChef!'s managers, members, employees and contractors from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorney fees and costs, that HeyChef! may incur or suffer and that result from Client's breach or failure of Client to perform any of the obligations set forth in this Agreement, or from Client's negligence or any willful act, or the negligence or willful act of any of Client's agents, guests, associates, or related parties.*

**Severability.** *If a court holds any provision of the Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected unless an essential purpose of the Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.*

**Force Majeure.** *Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of extreme weather, complete road blockages, power outages, fires, flood, storm, explosions, evacuations, acts of God, war, governmental action, labor conditions, earthquakes, material shortages or any other cause which is beyond the reasonable control of such party. In the event that HeyChef! cannot provide the Services as planned, we will submit for payment an invoice for the labor and expenses incurred up to that point.*

**Choice of Law and Forum.** *The Agreement is entered into and is to be performed, and/or deemed performed, in Truckee, California. The Agreement, and any dispute arising from the relationship between the parties to the Agreement, shall be governed by California law regardless of any conflict of law provisions, including any laws that direct the application of another jurisdiction's laws, unless rights concerning intellectual property are at issue, in which case federal law shall apply. The parties expressly submit to the jurisdiction of California in general, and specifically to the jurisdiction of the courts of Placer County, California for any action brought in state court. The parties expressly submit to the jurisdiction of the federal courts located in the Northern District of California in general, and the District Court located in San Francisco, California specifically, with respect to actions brought in federal court.*

**Waivers.** *No waiver or amendment, including those by custom, usage of trade or course of dealing, of any provision of these Ts&Cs will be effective unless in writing. One party's waiver of any default or breach under these Ts&Cs by the other shall not constitute a waiver of any subsequent default or breach.*

**Survival.** *The rights and obligations of the parties under this Agreement shall survive any termination of this Agreement to the extent necessary to protect the rights and enforce the obligations of the parties.*

**Mediation & Arbitration.** *The parties agree to meet and confer in good faith to attempt to resolve any dispute arising out of the Agreement. Any disputes which are not resolved by meeting and conferring may be submitted to mediation in Truckee, California under a mutually agreeable mediator, or, if one cannot be found, under the rules of JAMS Endispute. If the parties cannot agree on mediation or a mediator within twenty (20) days, they may agree to submit the dispute to binding arbitration in Truckee, California in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. It is expressly agreed that the arbitrator shall be empowered and permitted to grant preliminary and permanent equitable relief in addition to awarding damages. To the extent the parties cannot agree to mediation or arbitration, and a mediator or arbitrator, within forty (40) days of the dispute, this alternative dispute resolution section shall be void and inapplicable. To the extent mediation, arbitration or judicial proceedings involve enforcement or payment of money owed to a party, or for other fees or costs incurred by that party in enforcing its rights under the Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, including mediation or arbitration fees (if applicable).*

**And that's it!** If you made it all the way to the end, thanks for reading! Surely you understand we can't possibly list every scenario that could come up during our time together, so these Terms & Conditions cover it to the best of our ability. What we really want you to walk away with is this: we know, love, and trust our clients and will always do whatever we can to serve them in the best way possible. As long as you do the same this is going to be a beautiful relationship!