

## HeyChef! LLC Client Terms & Conditions

Let's be honest, T's&C's docs can be so dry! However, we write them for a reason. Send us your questions at [yourteam@heychef.com](mailto:yourteam@heychef.com) or call us at (530) 582-4882!

- 1. Agreement** When you verbally provide us your credit card information and/or sign the Agreement for an Event, you affirmatively represent your assent to these Terms and Conditions. You are the Client, this document together with your 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 a verbal or written Client Estimate. Just like rain on a wedding day, things sometimes change, and in our experience our clients appreciate the flexibility of an Estimate. In the end, the Estimate and final costs can differ 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 for all costs incurred to render the services (whether less than or in excess of the Estimate), and provide you with a final invoice detailing all of the costs charged.
- 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 do not pay us in accord with these terms and conditions, a late charge of 18% per annum or the maximum rate allowed by applicable law, whichever is less, shall accrue from the date of your Event until the date it is paid in full with accrued interest. Also, if you challenge any amount charged to your credit card for services rendered under this Agreement, HeyChef! is entitled to recoup all costs and expenses (to include attorneys' fees) incurred in recouping the challenged amount.
- 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 rented/owned home is as well. In over 20 years this issue has never come up but if it does we will do what is right. We 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 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 performed or deemed performed in Truckee, California. The Agreement, and any dispute arising between the parties to it, 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 agree to submit to the jurisdiction of California in general, and specifically to the jurisdiction of the courts of Nevada County (to include the small claims division) for any action brought in State Court. The parties expressly submit to the jurisdiction of the federal courts located in Eastern District of California, and the District Court located in Sacramento, 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 resolve any dispute arising out of the Agreement. Any unresolved disputes may be resolved as follows: (1) for claims which involve an amount in controversy of \$10,000 or less, the exclusive jurisdiction for resolution of disputes shall be within the small claims court located within Nevada County, California; or (2) for claims which involve an amount in controversy of \$10,000 or more, the exclusive means for resolution shall be submitting 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!