

## **AGREEMENT/CONTRACT**

This catering/event planning agreement/contract was executed on the day your invoice was paid between the client/ company on the invoice known for the purposes of this Agreement as “Client,” and Chefella’s, LLC located at 436 East Main Street Suite D Clayton NC, 27520 known for the purposes of this Agreement as Chefella’s Catering and Event Planning “CCEP”. All invoices serve as a legal binding contract. By paying the invoice you are agreeing to enter into this contract with Chefella's, LLC and stating you have read and agree to all contractual terms, rules, guidelines and procedures outlined below as they are displayed and approve.

### **1. Services**

1.1 Client and Chefella’s agree to all items outlined in the sent invoice. Your invoice serves as a legal binding contract. All sections in this contract apply to all invoices.

1.2 Client agrees to provide the following: {any items the client/customer wants that are not outlined in the invoice. Chefella’s is responsible for only what is outlined in the invoice}.

1.3 A 24 hour notice is required for all caterings/ events. Caterings and Event cancellations must take place no more than 2 days after booking event for a full refund. After 2 days no refund will be issued. You may transfer your catering or event one time to a different date within 12 months of the original event date if available at no booking charge, however food and beverage cost may increase due to product availability, supply and demand. You will be billed for any additional food and beverage cost based on the new event date. For all caterings a guest count must be given at the time of booking. The number given may increase up to 24 hours prior to the catering (additional cost may apply). Payment must be received at the time of increase. Quick bookings (refer to section 2.2) are non-refundable if cancelled, but may be transferred up to one time within 12 months of the event date. If you choose to cancel your event after the free one time free transfer, no refund at all will be issued. You will have to pay again for all rendered services. Catering pricing subject to change. Delivery charges will apply.

1.4 NO CATERINGS NOR EVENTS CAN BE CANCELLED AFTER 2 DAYS OF BOOKING FOR A REFUND. NO REFUNDS WILL BE ISSUED.

1.5 Full service includes: Catering, linens, servers/ bartenders, china, centerpieces and setup. Additional items include DJ, photography, etc.

1.6 All service contracts rendered by other vendors and venues must be submitted upon booking for an accurate quote and final invoice. If a venue contract is not submitted and the venue charges a catering fee, the fee will automatically be added to the clients invoice. The venue fee must be paid to Chefella’s, LLC 30 days prior to the event. If it is not paid,

services rendered will be cancelled and no refunds nor deposits will be issued as well as credits.

1.7 The client is responsible to read all vendor and venue contracts and make sure to notify Chefella's, LLC if communication between the vendors or venues is needed. Example: Your venue requires a catering walk through before your wedding and certain paperwork be submitted. It is your responsibility to provide us with a copy of your venue contract so we know to set up the walk thru and send the proper documentation.

1.8 Depending on the venue policy you are responsible for any upcharges regarding cleaning, service staff, venue/vendor meals, facility fee, catering fee as well as any and all deposits.

1.9 I hereby grant permission to Chefella's, LLC to use photographs and/or video of myself, guest and any other items associated with my event in publications, news releases, online, social media and in other communications related to the mission Chefella's, LLC. I also give permission to opt in to receive email communications from Chefella's for marketing (mail chimp or constant contact).

## **2. Deposit**

2.1 Client is required to pay a deposit of 50% of the total event amount upon booking. If items are added before final payment an additional deposit will be required for the new items added with final payment owed 30 days prior to event. A monthly payment must be made. Monthly payments will be calculated according to invoice amount and how many months are left prior to your event. Refer to section 3.7 regarding monthly payments.

2.2 Quick Bookings: Bookings (caterings, meal planning or events) that take place 30 days or less prior to the event/ delivery/ catering. Quick bookings are non-refundable at the time of booking should you cancel after booking. No free transfers are permitted for quick bookings! The transfer fee would be \$150. Example: You call us on March 2nd and book with us a catering on March 22<sup>nd</sup>. Something happens and you call us on March 15<sup>th</sup> to cancel. No refund nor credit would be issued. You can transfer your rendered services to another date for a rebooking fee of \$150.00. If cancelled within 7 days of the event, no rescheduling of the event is permitted nor is the rebooking fee an option as items may have been ordered, food ordered and supplies purchased.

## **3. Payment**

3.1 For the services outlined in the invoice, the Client will pay Chefella's, LLC. All final selections and revisions must be made within 30 days of the event. If modifications are made less than 30 days of the event, a service fee of 15% of what is added or removed will be issued on top of the additional expense or total invoice amount. No price reductions for items may occur if less than 30 days prior to the event. Catering reductions

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are not permitted. At the time of booking a catering, we recommend booking with us at the lowest guest count number as you can always increase but not decrease after booking! Refer to section 3.9.

3.2 Client may request additional services/ request after the 30 day prior to event deadline, with the knowledge that these services may be a different price than quoted and will be added to the total cost agreed upon by this contract, and must be agreed to in writing, either as an addendum to this Agreement, or in a separate document in addition to section 3.1. Client is responsible for paying additional services/request ordered after the deadline (30 days prior to the event) and must be paid in full upon the time of ordering/ adding items or making changes.

3.3 Chefella's accepts card, checks and cash. There will be a \$100.00 fee for returned checks. Checks should be made payable to Chefella's, LLC.

3.4 If any items or property of Chefella's are damaged, broken, or stolen, you agree that you must pay the full retail value of these items. If the item has been rented by Chefella's from another supplier for your use, you will pay the supplier the full retail amount of the item and Chefella's the full deposit amount for the loss/ damage of their item to the rental company. This does include china and flatware rentals.

3.5 If the event, rental or catering is not paid prior to 30 days of the event, the event may be cancelled with no money being credited, nor services being transferable. Total amount/ invoice owed must be received 30 days before the event. No price nor guest reductions will be issued.

3.6 We understand life happens and you may need to cancel or change your event date. Events taking place less than 30 days of cancellation window time or Quick bookings are not eligible for refunds or free transfers.

**GUEST MAY TRANSFER EVENTS, CATERINGS AND RENTALS UP TO ONE TIME AT NO CHARGE (EXCLUDES QUICK BOOKINGS) IF GIVEN A 15 DAY NOTICE FROM THE EVENT DATE. TRANSFERS MUST BE REDEEMED WITHIN ONE YEAR OF THE ORIGINAL EVENT DATE. AFTER THE ONE TIME FREE TRANSFER, NO MONIES WILL BE ISSUED, NO CREDITS OR DEPOSITS WILL BE REIMBURSED AND THE SERVICES WILL NOT BE PERFORMED. THE CLIENT WOULD HAVE TO REBOOK ALL SERVICES AND PAY.**

3.7 A payment must be paid monthly for ALL Weddings, Special Events and Corporate Events. Refer to section 2.1. If a payment is missed a late fee of \$50 a month will be applied. Monthly payments are due on the first of the month. If the entire balance is not paid 30 days prior to the event, Chefella's, LLC will not perform services and no money will be returned to the client.

3.8 If a natural disaster such as hurricane, tornado, worldwide virus, worldwide/ State quarantine, worldwide epidemic, pandemic, avalanche or tsunami occur you will be covered under section 3.6. No monies or credits will be issued however a one-time free transfer of rendered services will be available if a notice of 15 days is given (excludes Quick bookings). If you choose to not have the event and not transfer the rendered services to another date, no refunds will be issued.

3.9 The guest count given at the time of booking any catering or event may not be reduced once the deposit is paid. The count may always increase but may not be reduced after the deposit has been paid due to supply and demand as well as items being ordered. We recommend always booking at your lowest number and then increasing as you see fit. No reductions nor credits will be permitted for any reason.

3.10 Meal Planning- Meal planning customers must pay invoices in full at the time of booking or as the reoccurring invoices are sent out. If you are on automatic draft for meal planning, your card will be drafted the Friday before delivery. To skip meals for a week, you must give a 7 day notice. If no notice is given, you will be billed or drafted. Meals once ordered cannot be cancelled as they fall under quick bookings. All sections of this contract also apply to all meal planning customers.

#### **4. Guests**

4.1 Client agrees to provide Chefella's with the total number of guests no later than 30 days before Event. Client agrees to break down the guest list into adults and children, and include any food allergies or special dietary requests, if applicable. Guest count must be set and not changed 30 days before event. If changed, additional charges may apply. The final guest count given must be paid for. (Ex: Final count 50 guest, but only 45 attend; you are still responsible for payment for all 50 guests). If you would like to add to your guest count, please let Chefella's know. Guest being added after the 30 day mark will receive an additional \$10 charge per guest that will be added on top of the original guest fee.

4.2 If you order less food than your guest count, you understand that Chefella's is not responsible for providing enough food for your event. Please make sure to read all your contracts you may have with other vendors and venues as some do require a meal if they work for you. These meals must be included in your final guest count. No extra meals will be prepared unless paid for.

#### **5. Catering Menu (Food and Beverage)**

5.1 Chefella's is not responsible for any guest allergic reactions, sickness due to consuming raw or uncooked food, shellfish allergies, peanut allergies or any other food related illnesses. Food may come in contact with any of the following listed above. If you

have a guest with allergies, please let us know upon booking. By signing the contract you are stating that you understand Chefella's is not liable for any actions, food or beverage related sicknesses and safety therefore you are agreeing that you will not pursue any legal actions against Chefella's, LLC nor the owner Gabriella Woodson for any reason whatsoever. You are also acknowledging that you will make us aware of any allergies your guest may have so that special preparations may be taken to ensure the safety of the guest.

5.2 An 18% service charge/gratuity will be applied to all food and beverages purchases where the client has service staff. This will automatically be applied to your invoice. All alcohol must be served by one of our bartenders. Client is responsible for obtaining a liquor permit if liquor is being served. We recommend applying 60 days prior to your event to ensure accessibility in time.

## **6. Liability**

6.1 Should a car accident, fatality or natural disaster present and we are unable to deliver or execute your order, event or service (the items listed in your invoice), Chefella's will do everything we can to work with the client to come up with a fair resolution for both parties since the issue is out of our hands as well.

6.2 Should a catering item become damaged and inedible in transport due to a car accident or other causes out of our control, we will find the fastest solution where we are to resolve the issue. (EX: Car accident and all the Chicken is on the floor, we will call a local restaurant or establishment and get more to fulfil your order.) Please note modifications may be made as it may not be the same item you ordered due to the situation, however we will do our best to resolve the situation.

6.3 Delivery times are established with every order however emergencies can happen so we ask that clients always let us know the earliest time we can arrive for an event to prevent issues.

## **7. Arbitration**

Should either party fail to provide or breach this Agreement in any way; the offending party will be liable for any damages/charges.

## **8. Jurisdiction**

This Agreement falls under the jurisdiction of the state of North Carolina, and is therefore subject to all of North Carolina, laws and regulations. By paying your invoice, you are stating you have read, understand and are agreeing to all terms outlined in the contract as well as your final invoice. You also understand this is a legal binding contract and breach may result in legal actions.