

## **Handy Helpers ACK LLC Personal Chef and Event Staffing Service Agreement**

This Service Agreement ("Agreement"), dated as of the accepted estimate/invoice, is by and between Handy Helpers ACK LLC ("Company" or "We" or "Our" or "Us") and the Bill To as on the estimate/invoice ("Client" or "You" or "Your"). In consideration of the services described herein (the "Service"), Company and Client agree as follows:

### **1. Scope of Agreement**

All orders between Company and Client described in the order forms, invoices, and email communications (collectively "Order") are covered by this Agreement. Specific Services on certain occasions will have separate invoices. Each separate invoice completed will be considered an addendum to this Agreement. This Agreement incorporates all terms and conditions of the Service. Together with the Service, this Agreement constitutes the complete terms and conditions of the Services.

### **2. Services**

#### **2.1. Personal Chef Services**

- Custom menu planning based on client preferences and dietary needs.
- Grocery shopping and ingredient sourcing upon request.
- Meal preparation and cooking at the Client's location.
- Serving and presentation of meals.
- Kitchen cleanup after meal preparation.

#### **2.2. Event Staffing Services**

- Provision of professional staff, including chefs, wait staff, bartenders, and event coordinators.
- Setup and teardown of event space.
- Serving food and beverages to guests.
- Ensuring the event runs smoothly as per the agreed schedule.

#### **2.3. Client Responsibilities**

- Utilities: The Client is responsible for providing necessary utilities, including electricity, water, and gas.
- Rentals: The Client is responsible for arranging and covering the cost of any necessary rentals (e.g., tables, chairs, linens, kitchen equipment).
- Event Insurance: The Client must obtain event insurance to cover any potential liabilities.
- Liquor License: The Client is responsible for obtaining a liquor license if alcohol is to be served.
- All Costs: The Client is responsible for all costs associated with the service, including but not limited to ingredients, travel, and additional staffing if required.

### 3. Billing

#### 3.1. Initial Quote

- An initial quote will be provided based on the Client's requirements. This quote is subject to change based on final event details.

#### 3.2. Payment Terms

- A deposit of **50%** of the total estimated cost is required upon booking this includes a non-refundable \$1500 food service planning fee.
- The remaining balance is due **7** days prior to the event/service date.
- Payments can be made via credit/debit card, cash, check, mobile payment system powered by Square.

#### 3.3. Non-Payment

- Late payments will incur a fee of 5% per week of the overdue amount.
- If the balance is not paid **7** days before the event, the Company reserves the right to cancel the booking.

#### 3.4. Gratuities

- Gratuities are not included in the service fee and are at the Client's discretion.

### 4. Staff Arrivals and Meals

#### 4.1. Staff Arrivals

- Staff will arrive **2 - 6** hours before the event to set up and will stay **1 - 3** hours after the event for teardown.
- Any additional hours will be billed per staff at the rate of **\$65** per hour/hourly increments.

#### 4.2. Staff Meals

- The Client is responsible for providing meals for staff if the event exceeds **6** hours.

### 5. Coordinator Responsibility

- The event staffing coordinator will ensure the event runs smoothly, overseeing staff performance, timing, and coordination with client's event planner/event manager.

#### 5.1. Understaffed Events

- If the event is understaffed due to unforeseen circumstances, the Company will make every effort to provide additional staff promptly. Any additional costs will be billed to the Client.

## 6. Accuracy of Event Details

- The Client must provide accurate details regarding the event, including guest count, dietary restrictions, and special requests at least **7** days prior to the event.

## 7. Responsibility for Underage Drinking

- The Client is responsible for ensuring that no underage drinking occurs at the event.
- Event staff will serve alcohol to guests who look to be of age. The Client has taken the necessary steps to ensure that their guests are at least 21 years old.
- Event Staff have the right to refuse to serve people who do not have valid forms of identification and who look younger than age 21.
- The Client is responsible for the guests' actions and must comply with all the laws of the State of Massachusetts. Any violations of the law by the Client or their guests will not be the responsibility of the event staff or Handy Helpers ACK LLC.

## 8. Event Insurance

- The Client is responsible for obtaining event insurance to cover any potential liabilities, including but not limited to property damage, personal injury, and alcohol-related incidents.

## 9. Cancellations

### 9.1. Client Cancellations

- Cancellations made more than **30** days before the event will receive a refund of any payments made, minus the non-refundable food service planning fee.
- Cancellations made within **14** days of the event will forfeit the 50% deposit of the total estimated cost.
- Cancellations made less than **7** days will forfeit the 75% deposit of the total estimated cost and any unpaid balances will become due immediately.

### 9.2. Company Cancellations

- In the unlikely event that we must cancel your booking, you will receive a full refund, including the deposit.

## 10. Location Release

- The Client grants the Company permission to use photos and videos taken at the event of food and displays for marketing purposes unless otherwise specified.
- The client or their guests will be included in photos and/videos.

#### 11. Sexual Harassment and Discriminatory Conduct Prohibited

- The Company maintains a zero-tolerance policy towards sexual harassment and discriminatory conduct.
- Sexual harassment is strictly prohibited. This includes all unwelcome sexual advances, verbal and physical conduct that are sexually harassing and requests for sexual favors when the harassment unreasonably interferes with the person's ability to perform his or her job. It is also prohibited when the sexual harassment creates a hostile, intimidating, or offensive work environment. A staff member who is sexually harassed while working at an event by co-workers, visitors, or guests will explicitly inform the harasser that the behavior is unwelcome or offensive and ask the harasser to stop. If the behavior does not cease, the Staff member must inform the event staffing coordinator and report to the Company.
- Discrimination that is based on an individual's age, race, religion, color, sexual preference, national origin, or other protected status is strictly prohibited at Client events. This prohibition governs conduct by the client, guests, supervisors, independent contractors, associates, or others who engage in business with company. Conduct that violates this provision may lead to legal action and the discharge of Company Staff.
- Any such behavior by the client or their guests could result in immediate termination of services without refund.

#### 12. Indemnity and Hold Harmless

- THE CLIENT, AGREE TO INDEMNIFY AND HOLD HARMLESS AND TO PROTECT COMPANY, ITS EMPLOYEES, AGENTS, SHAREHOLDERS, OWNERS, DIRECTORS, OFFICERS, ASSIGNS, INDEPENDENT CONTRACTORS, AND SUCCESSORS ("COMPANY INDEMNIFIED PARTIES") AND ASSUME ALL LIABILITY FOR AND AGREE TO DEFEND AGAINST ANY CLAIMS, DEMANDS, DAMAGES, LOSSES, PENALTIES, AND LAWSUITS THAT MAY BE FILED OR MADE. THIS INCLUDES YOUR RESPONSIBILITY FOR THE COSTS AND EXPENSES, INCLUDING ATTORNEY'S FEES AND COSTS, IN ALL TYPES OF ACTIONS, INCLUDING BUT NOT LIMITED TO THE INJURIES OF PERSONS AND DAMAGE TO PROPERTY ARISING OUT OF PROVIDED SERVICE HOWEVER THEY ARE CAUSED EXCEPT CLAIMS THAT ARISE SOLELY FROM THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF THE COMPANY INDEMNIFIED PARTIES

#### 13. Force Majeure

- The Company is not liable for any failure to perform its obligations due to circumstances beyond our control, including but not limited to natural disasters, acts of terrorism, pandemics, or government restrictions.
- When circumstances that are beyond our control occurs, we will notify you in writing if they will cause a performance failure or a delay.

#### 14. Privacy Policy

- The information that we collect from you is used solely to help us to provide the best possible service and to process your order. When you use our services, you agree that we can collect and use your information according to our privacy policy terms located on our website at <https://www.handyhelpersack.com/policy> We will post any changes to our privacy policy on our website.

#### 15. Hiring Staff Outside of Company

- When you, the Client, use company services, you also agree that you will not directly hire any of company staff for up to 14 months following Company provision of services to you. Directly hiring company staff will result in you incurring an additional 50% surcharge fee based on last service provided or \$2500 whichever is greater. Company staff members are contractually obligated to not accept services solicitations from company clients for any of the services that Company currently offer.

#### 16. Changes to Terms

- The Company reserves the right to make changes to these terms and conditions. Clients will be notified of any significant changes.

#### 17. Governing Law

- This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Any disputes arising from this Agreement will be subject to the exclusive jurisdiction of the courts of Massachusetts.

#### 18. Notice of Non-Waiver

- Failure by the Company to enforce any provision of this Agreement does not constitute a waiver of that provision or any other provision of this Agreement.

## 19. Severability

- If any provision of this Agreement is found to be unenforceable, the remaining provisions will remain in full force and effect.

## Contact Information

For any questions or additional information, please contact us at:

Handy Helpers ACK LLC

Phone: (774) 236-0469

Email: [handyhelpersack@live.com](mailto:handyhelpersack@live.com)

Address: PO Box 621, Nantucket, MA 02554