



Catering Client Terms and Conditions

- 1) **Agreement.** These Terms and Conditions (the “Ts&Cs”) form an integral part of the overall agreement between you (referred to herein as the “Client”) and MixingMama, LLC, a limited liability company, and should be read together with the confirmation contract given to you by MixingMama (the “Contract”). It is that contract and these Ts&Cs which collectively form the provisions of MixingMama’s agreement with you (referred to herein collectively as the “Agreement”). When you send us your signed copy of the Contract, you are acknowledging having read and understood all provisions within that Contract and these Ts&Cs.
- 2) **Nature of Services.** In hiring MixingMama, you understand and agree that the services requested of MixingMama will be performed by chefs contracted for hire through MixingMama or via Chef Lovee, the Executive Chef, and by service staff which are employees of MixingMama. Our chefs will perform some or all the following services for you: work with you to develop and create a personalized menu for your event(s) or family, conduct all grocery shopping required to prepare meal(s) designed by the chef, meal preparation and presentation, and kitchen clean-up, (hereafter referred to as “Services”).
- 3) **Estimates.** You received an estimate and invoice prior to the Contract. You understand that any additions or deletions from the services, menu, or scope of the engagement will be accomplished via email or verbally. Confirmations of such changes will be reflected in contemporaneous notes made by MixingMama LLC and included in the Client’s MixingMama profile. Though MixingMama shall endeavor to send confirming e-mails to the Client to confirm the nature of the change, such an e-mail is not prerequisite to Client being bound for the cost associated with any modification of the invoice. Final costs are subject to change for various reasons including but not limited to the following:
 - a. **Event Size.** If your guest count increases substantially before the event we will do our best to provide additional service staff, for which added cost Client shall be responsible. If we are unable to provide additional staffing an additional charge may be added to your final invoice to cover the increase in duties. Likewise, if Client’s guest count decreases and the service staff MixingMama has arranged is no longer needed, there will be a minimum twenty-five-dollar (\$25) charge for each person we must take off the calendar.
 - b. **Planning.** You will note that “planning” is completed during the consultation, this will not be added to or removed from the final invoice or estimate. This relates to the amount of time the chef dedicated to working with Client planning the client’s event.
 - c. **Substitutions.** The chef contracted to work for client by MixingMama, or Chef Lovee, reserves the sole discretion to substitute seasonal or specialty grocery items because of availability, freshness or quality.
 - d. **Unforeseen Costs.** Client is responsible for any additional costs which are unforeseen at the time the Agreement is entered, but arise from issues beyond the reasonable control of MixingMama. In other situations, there may be other unforeseen consequences that necessitate modification in costs.

4) Payment to MixingMama

- a. **General.** An invoice will be sent via email that will activate an occurring subscription based on frequency discussed during consultation, stated in the Contract. It is acknowledged and agreed that MixingMama is authorized to charge Client's credit card on file (pursuant to the authorization set forth in the Estimate & Contract).
- b. **Invoices.** All invoices include a detailed break-down of costs and fees which we agreed upon in the Estimate & Contract.
- c. **Service Staff.** Depending on the menu or event, service staff may be required for your event. The service staff is arranged by MixingMama and charged to you based on your agreement in the Contract & Estimate.
- d. **Holidays.** Holiday rates are calculated at one and a half (1.5) times the regular rate for chef and service staff charges. The following dates are considered holidays for this purpose:

New Year's Eve	(December 31)
New Year's Day	(January 1)
Martin Luther King Day	(third Monday in January)
Valentine's Day	(February 14)
St. Patrick's Day	(March 17)
Easter Sunday	
Mother's Day	
Memorial Day	(second Sunday in May)
Memorial Day	(last Monday in May)
Father's Day	(third Sunday in June)
Independence Day	(July 4)
Labor Day	(first Monday in September)
Thanksgiving Day	(fourth Thursday in November)
Christmas Day	December 25)

- e. **Food and Beverage Costs/ Party Rental and Supply Costs.** Food and beverage and party rental and supply costs are direct costs. We do your shopping and, if requested, reserve party supplies and equipment. We do not mark up these costs or profit from them in a way. We charge for the chef's time to shop or reserve these items and add the final cost into your per person package.
- f. **Loading Fee.** A loading fee of up to two hundred and fifty dollars (\$250) may be applied to events not held in a private home/kitchen, locations that require extensive loading and unloading, or for events of more than thirty-six (36) people.
- g. **Special Purchases.** Sometimes our clients request a menu for which their kitchen is not yet equipped. If special services or preparation time are required to accommodate Client's request(s), MixingMama will first determine if the items can be rented (e.g. sushi or fondue sets); if they are unavailable for rental MixingMama will purchase the items. The amount of these special items will be included on your invoice; after the event or service they are yours to keep. To the extent

you do not wish to keep such items, MixingMama reserves the right to charge a fee for removal of such items, and no credit against a client's invoice will be given for their value.

- h. Chef's Supply & Pantry Fee.** If you request the use of private chef's supplies (e.g. tables, serving bowls and platters, etc.) we will apply a chef's supply fee for the use of these items. Additionally, rather than purchasing every item needed to complete your menu (e.g. baking soda or seasonings, etc) we may choose to use ingredients from the chef's pantry and apply a nominal pantry fee to your invoice.
- i. The Administration Fee.** The administration fee is thirteen percent (13%). This is not gratuity. It is MixingMama's charge for office services such as securing service staff, submitting quotes and menu drafts, invoicing, etc. (Catering companies traditionally charge eighteen percent (18%) for these services.) This charge is applied to your chef and staff costs only.

5) Placement Fee.

Should Client hire or engage an employee, independent contractor, or sub-contractor of MixingMama directly, Client agrees to pay MixingMama an amount equal to twenty-five percent (25%) of all remuneration paid to such individual for the one (1) year period commencing on the date the individual first performs such direct services for Client, as a placement fee, regardless of the duration of employment or engagement or whether the worker is employed on a permanent, temporary or consulting basis. In no event, may the compensation against which the placement fee owed to MixingMama is determined be less than reasonably comparable compensation for a similar position in a similar assignment. If Client fails to provide reasonably adequate proof of the total remuneration paid to the worker for the one (1) year period, then it shall be reputedly presumed that the worker worked for the Client for 20 hours per week, for 12 weeks during the one (1) year period. Whether such a placement is with or without MixingMama's permission, Client is solely responsible, and MixingMama expressly disclaims all responsibility for, all background checks, contacts, references, interviewing, screening, and the drafting responsibility for any employment or other agreements. MixingMama makes no guarantee, express or implied, that the individual hired will remain with Client for any length of time, or that the individual's services will be of a certain quality.

6) Miscellaneous Provisions.

- a. 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.
- b. Force Majeure.** Neither party shall be liable hereunder due to any failure or delay in the performance of its obligations hereunder (except for the payment of money) because foul weather, road blockages, power outages, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages or any other cause which is beyond the reasonable control of such party. If MixingMama cannot provide the Services as planned, we will submit for payment an invoice for the labor and expenses incurred up to that point.

c. **Choice of Law and Forum.** The Agreement is entered and is to be performed, and/or deemed performed, in the state of North Carolina. The Agreement, and any dispute arising from the relationship between the parties to the Agreement, shall be governed by North Carolina 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 Wake County, North Carolina for any action brought in state court.

d. **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.

e. **Signatures.** These Ts&Cs may be signed in counterparts, which together shall constitute one contract. Faxed signatures shall be construed to be as valid as originals.

f. **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.

g. **Modifications.** Except for verbal changes in the menu or scope of the Services as referenced above, the Agreement may be supplemented, amended, or modified only by the agreement of the parties. No supplement, amendment, or modification of the Agreement shall be binding unless it is in writing and signed by the party to be charged.

h. **Notice of Terms and Conditions.** Upon signing the Contract and/or approving the Estimate, Client will attest to having read these Ts&Cs, and will be provided a copy of them. These terms and conditions are also posted online at the MixingMama's website, (the URL to which is www.mixingmama.com). Attestation of having read these Ts&Cs in the Letter and the availability of them on our website prior to signing the Letter shall be deemed to constitute actual notice to the Client of these Ts&Cs and the Client shall be bound hereby.

i. **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 Garner, North Carolina 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 Garner, North Carolina 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).

CANCELLATION POLICY

Events cancelled within 5 calendar days are subject to a 10% charge on the estimated food and beverage costs. Events cancelled within 2 calendar days, the cancellation charge is 50% and within 24 hours, a cancellation charge of 90% will apply. All deposits are non-refundable. These charges apply to all events. MixingMama reserves the right to cancel any inquiries made prior to a secured deposit.