MAINE FOOD FOR THOUGHT
TERMS OF SERVICE

Last updated: May 1, 2018

These Terms of Service (“Terms”) are a legally binding agreement between you (“you” or “your”) and Maine Food For Thought LLC, a Maine limited liability company (“we” or “us”) that operates the Maine Food for Thought food tour service (the “Service”). These Terms govern your use of the Service. By visiting the Website, participating in any of our tours or otherwise using the Service, you agree to be bound by these Terms and any future versions of them. These Terms are effective as of the “Last updated” date above.

1. Description of Service

The Service provides tour guides to lead you and other individuals (“Guests”) on walking tours of culinary destinations (“Restaurant Partners”) in Portland, Maine. The Service includes our operation of www.mainefoodforthought.com (the “Website,” which allows Guests to book tours and make payment for them) as well as our operation of other services. For certain aspects of the Service (including booking and payment), we incorporate a third-party service, EZTix.

2. Your Use of the Service

You may use the Service only if you are at least eighteen years old and can form a binding contract with us. You agree to use the Service in compliance with (a) these Terms, (b) any additional Terms of Service, liability waivers or other agreements that EZTix or other third parties may ask you to agree to as part of using our Service, and (c) all applicable laws.

At all times in the course of using the Service, you agree not to threaten, abuse, harass, stalk, defame or otherwise act in an offensive manner toward any tour guide, any other Guest, any staff of a Participating Restaurant or any other person; disrupt the Service; or violate any laws or these Terms. Wherever the Website asks you to provide information, you must provide accurate information.

You agree to disclose to your tour guide before the tour begins any medical or physical conditions that you have that may affect your ability to enjoy or participate in the tour. You acknowledge that the tour will include several restaurants, any or all of which may serve or prepare foods in environments that contain foods, beverages or other materials to which you may have an allergy.

You agree to comply with any rules that your tour guide or any staff member of any Participating Restaurant may communicate to you about your use of alcohol or any other behavior while on the property of a Participating Restaurant or otherwise during the tour.

If you use the Service to book a tour on behalf of any other individuals, you will ensure that each other individual meets any requirements or conditions required by these Terms
or by EZtix. If you book a tour on behalf of a minor, you represent and warrant that you have the legal ability to act on the minor’s behalf and that you or another adult Guest will accompany the minor on the tour.

We reserve the rights to monitor your use of the Service to determine compliance with these Terms, to deny the use of the Service to any person who we believe in our sole discretion to be in violation of these Terms, and to suspend or terminate the Service to you or to any other person for any lawful reason at any time.

3. Term and Termination

These Terms are effective throughout your usage of the Website and from the time that you use the Service to book a tour until the time that you have completed your tour (except that certain of these Terms will survive the termination of these Terms, as expressly stated herein).

4. Bookings, Cancellations and Refunds

Guests book tours by following the booking process that the Website provides, which incorporates the EZTix payment platform. EZTix will display all fees associated with your tour, including any applicable taxes. Fees for our tours are refundable (for cancellations and for any other reasons) only to the extent shown in the EZTix booking interface. You hereby agree to use EZTix in accordance with its own terms of service.

5. Concerns, Feedback and Disputes

If you have a concern, feedback or a dispute with us about any aspect of the Service, including bookings or cancellations, you agree to contact us for assistance in resolving the dispute. We will assist you in resolving any concerns or disputes but do not and cannot guarantee any particular outcome to them.

6. Limitation of Liability; Disclaimer of Warranties

You use the Service at your own sole risk. We provide the Service “as is,” without any warranty of any kind, express or implied, relating to or arising from the Service or any Participating Restaurant. You agree that before using the Service or participating in any tour you had the opportunity to investigate the Service to the extent you wished.

When you join us for a tour, you assume some inherent risks that arise from walking outdoors, being in and consuming food and beverages (which may include alcohol) in Participating Restaurants, including without limitation allergic reaction, death, bodily injury, illness, theft of or damage to personal property and inclement weather. You (a) assume full responsibility for any such risks relating to the Service or to any tour, whether caused by the negligence of us or of our Participating Restaurants (or by any employees, officers, directors, independent contractors, agents and successors of us or of our Participating Restaurants) (all of the preceding collectively, “Releasees”) and (b) release, waive and discharge
any claims or causes of action you may have against any Releasee related to the Service or to any tour. We and our employees, agents, independent contractors, officers, directors, successors and assigns will not be liable to you or to any other person for any damages (whether direct, indirect, special, incidental, consequential, punitive or other, in an action of contract, tort or otherwise) relating to the Service, to any tour or to any Participating Restaurant.

This Section extends to all acts of negligence by the Releasees and is intended to be as inclusive as Maine law permits. By using the Service, you confirm that you have read this Section, fully understand it, have had the opportunity to discuss it with legal counsel of your choice, understand that through it you are giving up substantial rights, and intend to completely and unconditionally release liability to the greatest extent permitted by Maine law. The limitations and warranty provisions in these Terms will continue in effect after the termination of your participation in the Service.

7. Indemnification

You will indemnify and hold us harmless from and against any and all claims, actions or demands, liabilities and settlements, as well as third party claims and causes of action, including, without limitation, attorneys’ fees, resulting from a violation of these Terms or the use of the Service by either you or any other individual on whose behalf you have purchased a tour ticket. You will bear the sole financial burden in connection with any such defense, including, without limitation, providing us with such information and access to you as we deem necessary.

8. Third-party materials

The Website may contain references or links to third-party websites or other materials. We are not responsible or liable for any content appearing on third-party websites or materials and do not endorse them. You access or act on them at your own risk and subject to any terms of use that the third parties may impose on them.

9. General

You do not have any rights with respect to the Service or us except those expressly provided by these Terms. These Terms do not confer any rights or remedies on any person other than the parties.

To use the Service, you may be asked to agree to other agreements with third-party services, including EZTix, the service we use for tour bookings and payment. Any agreement that you enter into with any such third party is an agreement between you and that third-party, not with us, and your obligations to that third party are separate from and in addition to the obligations that these Terms place on you. To the extent that these Terms and any third-party agreement place differing obligations on you, the obligation more favorable to us will prevail.
These Terms will be governed by Maine law. Before taking any legal action against us, you will contact us in a good faith effort to resolve your dispute. If you do later take legal action, any such action will be resolved by binding arbitration conducted by a mutually agreed service in Maine. If we fail to reach agreement as to an arbitrator, either we or you may bring an action against the other in a court of competent jurisdiction in Maine.

The failure of either party to enforce any provisions of these Terms is not a waiver of the provisions or of the right of that party to subsequently enforce that provision or any other provision. Should any provision of these Terms be or become unenforceable under applicable law, the other provisions shall remain in effect.

The sections of these Terms titled “Limitation of Liability; Disclaimer of Warranties,” “Indemnification” and “General” will survive the termination of these Terms indefinitely. These Terms inure to the benefit of the parties’ successors and assigns. You may not assign or delegate any rights or duties that these Terms impose on you.

These Terms are the entire agreement between us and you about the Service. They replace any other prior oral or written agreements between us and you about the Service. If any provision of these Terms is held invalid or unenforceable, that provision will be struck and its striking will not affect the enforceability of any other provision.