



## **DEPOSIT CONTRACT**

***The following is a contract for the personal chef services of Still Winning Kitchen LLC  
Please review the terms of the contract and complete the form below to sign.***

- **Client Name:**
- **Taxes (6% Sales Tax of Kentucky): 0.00**
- **Event Date & Time: @.**
- **Balance Due:**
- **Deposit Paid & Form:**
- **Type of Chef Experience:**

***The above Deposit acts as a surety for you entering the contract with Still Winning Kitchen LLC for your event, and effectively guarantees that you will fulfill your side of the bargain.***

**Deposit/Payment:** Client is aware that the deposit will confirm and guarantee the event date and will also be deducted from the total final payment unless other prior arrangements have been made. **Final Payment is due 1 week before your event via money service apps, OR 48 hours prior to your event via cash or check. ("Check With Chef Mills For detailed instructions").**

**THE DEPOSIT IS NONREFUNDABLE,** unless further negotiated or agreed-upon. It will secure your scheduled date and time. Still Winning Kitchen will honor this deposit and client agrees that deposit will be forfeited if client changes mind or pulls out of the deal for any unfortunate circumstances. Official Invoices are sent from SWK via email before/after the service date. 10 days after the service date, a late fee of 10% of the total invoice will be added to the outstanding bill along with a processing fee of an additional 3% of the invoice. Checks and direct bank transfers are preferred forms of payment. SWK accepts all major credit cards with a 5% processing fee. Please contact Chef Mills at 502-671-3274 to discuss alternative payment methods.

**Catering Drop off/Set ups:** It is the client's responsibility to provide all serving and tableware for the cook-date. SWK does not provide plates, spoons, forks, knives, cups, etc. (Unless further Agreed upon). If you need those services or items provided, SWK will do so; additional fees will apply, and these will be presented in your menu quote. For All Drop off services, SWK will provide silver disposable pans and wire racks, or Chafing Dishes (contingent upon the details of the Menu Quote). The Client may take any leftovers provided by disposable aluminum pans, unless agreed to and provided for in the Catering Menu Quote. The Client is fully responsible for providing appropriate containers to package leftovers for guests, in accordance with appropriate state health codes, SWK reserves the right to discard any food items, where there is a reasonable risk for food borne illness to occur. SWK will not be responsible for any clean up from your event, unless further negotiation was arranged for this service in menu quote.

**In home Chef Private Dinners/On Site Set Ups:** For any in-home Chef experience or on-site Chef/Catering Services, a fully equipped kitchen is required. SWK will need full access to the cooking area for the agreed upon estimated time. SWK takes great pride in their work and promises to respect you, your home or venue, and your equipment. SWK will leave his workspace as clean as they found it,

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remove their personal equipment, and put away all leftover groceries, or extra food. Please make your home or venue accessible to your chef on the scheduled date. Clients, children, pets, and other distractions should be out of the kitchen area on all scheduled dates. We respectfully request that the client allow the chef to perform their professional services without interruption. Please make sure the kitchen area and event space are clean, neat, and ready for Chef Use if applicable, this includes dishes washed, garbage taken out, counters and stove clean and free of any access items, etc... Failure to do so may result in a prolonged time frame for your event or automatic cancellation.

**Traveling Chef Services:** For all Traveling Chef Services, the client will provide stay and travel for Chef Mills with the agreed upon details above. Client will either provide room and board or be charged for logging expenses for the agreed upon time and dates. If living conditions are not suitable for Chef Mills upon arrival for room and board, Client will be charged for logging expenses elsewhere, and Failure to provide these expenses or conditions, will be considered a last-minute cancellation (see scheduling/cancelation sections). Menu planning, correspondence, travel fees and the sourcing of ingredients are included in the client's Official Menu Quote Document. All the agreed upon menu items are subject to change from the initial menu due to ingredient availability, quality, or other unforeseeable factors. SWK sources organic ingredients first, then local/sustainable Foods Market. In some cases, it is necessary to supplement ingredients from your neighborhood grocery stores, specialty food stores, and farmers markets.

**Damage:** The Caterer assumes no responsibility for any damage or loss of any merchandise, equipment, furniture, clothing, or other valuables prior to, during or after the event. Damage or loss of any equipment and/or tableware, not at the fault of the Caterer, will be charged to Client, based on current item pricing. Client understands that all property brought to the event location (excluding "Drop off Catering Services"), including, but not limited to, all serving equipment, floral arrangements, skirting and linens, non-floral centerpieces, and all other property belonging to Caterer, shall be removed by the Caterer before caterer leaves event location unless arrangement have been made for next day pickup, whichever is previously agreed upon by both parties.

**Scheduling/Cancellations:** Still Winning Kitchen will promptly arrive to your home/Facility at the agreed-upon time on the agreed-upon date(s). If for some reason, we cannot access your home (locks were changed, tricky pets, etc...) you will be charged as a last-minute cancellation forfeiting your deposit. Please provide two weeks of advanced notice if you choose to cancel an event with Still Winning Kitchen. SWK realizes that not everything always goes to plan, therefore SWK allows for one free pass for clients. SWK, in its sole discretion, reserves the right to refuse service to anyone, with or without cause or reason. SWK will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

**Limited Liability:** In no event will Chef Mills be liable to YOU, or any party related to you for any damages, including injury, illness, allergic reaction, or any other health related issues that may arise. While Chef Mills does have experience in the food industry, he is NOT to be considered a doctor,

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nutritionist, or healthcare provider. You are responsible for your own health and safety at all times, and all food allergies or sensitivities should be clearly addressed and updated in the menu quote prior to any food being cooked or served. Client absolves Caterer from any third-party claims, except for actions caused by Caterer.

and/or the negligent conduct of its employees.

**Confidentiality:** SWK values You as a customer and Your right to privacy. SWK will exercise reasonable efforts to ensure that Your information remains confidential and is available only to personnel who have a need to know such information in connection with providing You with SWK personal chef services or otherwise for SWK's general business purposes, and will not sell Your name, address or similar personally identifying information to unrelated third parties or permit the use of such information outside the scope of the SWK'S personal chef service.

**Attorneys Fees and Costs:** In the event of default or breach of this contract leading to legal action, the prevailing party shall be entitled to recover all costs, including reasonable attorney's fees and miscellaneous costs incurred, resulting from any legal proceeding whatsoever to protect their interests as stated herein. In the unlikely event this agreement requires adjudication for any reason whatsoever; it is hereby agreed by the Caterer and Client that the statutes and laws of the State of Kentucky shall govern this document.

***These Terms and Conditions, collectively constituting the sole and entire agreement between SWK and You regarding personal chef /CATERING services, are governed by laws of the State of Kentucky without regard to conflict of laws and rules. The parties agree to jurisdiction and venue for any dispute hereunder solely in Jefferson County, Kentucky.***

#### **Articles of Execution**

IN WITNESS THEREOF, SWK and Client have executed this instrument on the dates, time, and year so noted above. It is further acknowledged and agreed that the people whose names appear below are authorized to cause their signatures to be affixed.

*Thank you for choosing Still Winning Kitchen*

*Client E-Signature & Date Signed Required.*

*Please copy and paste this message and send back with typed signature, or Reply via Email*

*Chef Mills*

Still Winning Kitchen LLC



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