



Personal Chef

Chef Ahki

Client Agreement

This agreement (the "Agreement") is a legal agreement between _____, the client ("You"), and Chef Ahki, UA (CA) that states the terms and conditions under which You may receive CA's personal chef and catering services and use the ChefAhki.com Web site (the "Site"). Your use of CA's services and the Site constitutes Your agreement to the terms and conditions set forth below. Notwithstanding any statements on any of the web pages on the Site or elsewhere, these Terms and Conditions constitute the entire agreement between You and CA. By completing the initial registration process and submitting Your order, You confirm that You read, understand and agree to these Terms and Conditions, and the form in which they appear at the time of Your registration.

You agree that because of the nature of the personal chef service business, CA is not liable to You if CA is unable to supply a particular item.

1. Initial Registration.

Before I began service for You, I will conduct a food preference and kitchen assessment at Your home to discuss what kinds of food You like to eat, discuss any dietary needs or allergies, and assess Your kitchen and pantry for condiments and equipment that I will use. Your weekly menus will then be customized with Your specific likes and needs in mind. Each week CA will contact You with a suggested menu for the following week. All confirmations or changes to the suggested menu must be made no later than 3 days prior to the next week's scheduled cooking session.

2. Offer and acceptance.

Upon the signing of this agreement by both parties, CA agrees to prepare:

___/meals per day, ___days a week(clients choice) ___/ snack and beverage per day for a fee of \$_____dollars to be paid weekly via bank wire .

A fee of \$25.00 will be charged for each additional guest and added to your weekly invoice.

- This agreement is based on a trial period of 2 weeks beginning _____

CA will consult with you at the end of every week and or submit to You a menu for the following week's meals, either by email, fax or over the telephone. By consulting or submitting this menu, I offer for You to purchase, pursuant to these Terms and Conditions, the foods and CA's services to prepare and cook the foods for the time period You select (collectively the "Product"). You accept the offer by either telephone or email confirmation indicating that You received the menu and agree with and accept the menu suggestions for the following week. By accepting the offer, these Terms and Conditions and the menu offered collectively constitute a legal agreement between CA and You governing Your purchase of the Product from CA.

3. Initial Deposit.

A \$300 non-refundable deposit is required to initiate service. Any additional monies spent on kitchen supplies will either be in-voiced to you, Or receipts will be collected given to client.

4. Responsibilities.

Once each week's menu is accepted, CA shall, in return for Your payment, provide the Product that You order, or comparable substitutes, for the requested period. CA will shop for all necessary food items and ingredients for the ordered meals, and then prepare and cook the meals for You in Your kitchen at Your residential address at that week's scheduled cooking session (scheduled ahead of time by You and CA). At the beginning of each week, an invoice will be provided to You outlining the charges for that week's Product, including but not limited to the food costs and the CA charges for providing the service. Your payment for the Product is due in full on the day CA arrives to prepare and cook the requested meals for that week, after the meals have been prepared and cooked, unless You are using CA's services on a continual basis. If You use CA's services on a continual basis, payment for Service can be made at the next week's scheduled cooking session. If You order Your meals on a bi-weekly or monthly basis, You still pay for each week's meals and service on a weekly basis.

The total payment for which You are fully responsible for include: (1) reimbursement for the costs of all food items and ingredients bought for that week, (2) CA's services, and (3) any other listed items on the order form, if applicable. CA's services are charged on a scale depending on the number of meals and number of servings (see attached Meal Plan), and include the menu planning, grocery shopping and preparing and cooking the meals, clean up, and if applicable, any other extra services which CA provides as requested by You in the order form.

CA's standard charges are based on the number of meals and number of servings for each meal ordered. It is understood and agreed that the above referenced charges shall be subject to change by me upon thirty (30) days prior written notice to You.

5. Minimum Requirements.

CA requires a two-week minimum use and purchase of CA's weekly personal chef services.

6. Interest on Late Payments.

On invoices for fees or reimbursements for which payment is not received within thirty (30) days, You agree to pay CA simple interest, computed monthly, at ten percent (10%) over the prime rate of interest in effect at Wells Fargo, Atlanta, Georgia on the undisputed amount outstanding at the end of such 30-day period, until such payment is received. In the event of a disputed charge, You shall notify CA in writing of the disputed amount and reason for the dispute, and You agree to pay all undisputed amounts owed while the dispute is under negotiation.

7. Communications.

CA shall conclusively presume that online communications received from You by CA via email are accurate, complete, and authorized by You as received by CA. You agree not to contest the validity and binding legal effect of those communications.

9. Client Registration.

You agree to complete the initial registration process at the initial session according to CA's requirements, and to provide CA with accurate, complete and updated information as required for the initial registration process, including, but not limited to, Your legal name, billing and residential address, email address, appropriate telephone contact numbers, and health history of You and Your family as needed, including, but not limited to, Your health problems, concerns, dietary restrictions, allergies, ailments. If using credit card checks, You represent and warrant to CA that Your use of any such credit card is authorized and legal.

10. Client Information Changes.

It is Your responsibility to promptly notify Your bank of any changes to Your billing information or the loss, theft, or unauthorized use of Your checks and/or credit card number. You are responsible for updating Your registration information with CA, including Your contact information, credit card information, if necessary, and Your and Your family's health history.

11. Methods of Payment.

All payments will be wired directly to CA's Wells Fargo account weekly for the term agreed.

12. Cancellation Policy.

A 14 day cancellation notice is required for all scheduled cooking sessions. Cancellations made within 14 days will incur a \$50 per day processing fee plus the cost of groceries, if already purchased.

13. Product Availability.

Although CA believes that it will be able to meet Your food preferences, it is possible that certain food items will be unavailable, from time to time. In the event an item You have indicated a preference for is temporarily unavailable, CA will provide You with a comparable substitute. CA will not, for any reason, redeliver items that are unavailable at the time of delivery.

14. My Chef Ahki Satisfaction Guarantee.

If You are not satisfied with an item for any reason, You should call Monday through Friday from 8:00 a.m. until 6:00 p.m., E.S.T. , and CA will issue a credit to your account with CA in an amount equal to the pro-rated value of the item. CA may arrange, in its sole discretion, to retrieve the item from the delivery location at no charge to You for the retrieval.

15. Nutritionist/Diet

While I am trained as a chef and have educated myself on various areas of nutrition and diet, I am not a medical doctor. I do provide nutritional advice. By entering into this agreement with CA, You acknowledge that I have advised You to seek the advice of Your physician or other health care provider if You have any medical questions or questions regarding other things such as the menus provided, any medical conditions,

post-pregnancy and post-partum conditions, nutritional supplements or exercise regimes. In addition, You agree that I do not intend to provide You with a weight loss program.

16. Disclaimer of Warranty.

CA personal chef and catering services are provided on an "AS IS" or "AS AVAILABLE" basis and CA does not provide any assurances of the availability or usability by You of the services or the Site. CA makes no representations or warranties, whatsoever, as to the substance, accuracy or sufficiency of any Product information listed on the Site. CA MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS TO THE PRODUCTS SOLD, THE WEBSITE, THE PERSONAL CHEF AND CATERING SERVICES, DELIVERIES, OR OTHERWISE.

17. LIMITATION OF LIABILITY.

CA SHALL NOT BE LIABLE TO YOU FOR ANY INTERCEPTION OF ONLINE COMMUNICATIONS, SOFTWARE OR HARDWARE PROBLEMS (INCLUDING, WITHOUT LIMITATION, VIRUSES, LOSS OF DATA, OR COMPATIBILITY CONFLICTS), UNAUTHORIZED USE OF YOUR CREDIT CARD, OR OTHER CONSEQUENCE BEYOND THE REASONABLE CONTROL OF CA. ANY LIABILITY OF CA (INCLUDING ITS EMPLOYEES, AFFILIATES, OR AGENTS) TO YOU FOR DAMAGES, INJURIES, LOSSES AND CAUSES OF ACTION, OF ANY KIND OR NATURE, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EITHER JOINTLY OR SEVERALLY, SHALL BE STRICTLY LIMITED TO THE AGGREGATE DOLLAR AMOUNT PAID BY YOU TO CA IN YOUR MOST RECENT USE OF THE PERSONAL CHEF & CATERING SERVICE IMMEDIATELY PRIOR TO THE CLAIMED INJURY, LOSS OR DAMAGE.

18. Confidentiality.

CA values You as a customer and Your right to privacy. Except as may be otherwise required by law, CA (i) 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 CA's personal chef & catering services or otherwise for CA's general business purposes, and (ii) 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 CA personal chef & catering service or CA's general business purposes. CA may, and reserves the right to, use and disclose internally within CA and with its affiliated business partners, any aggregated information, including information You provide to CA, regarding CA's customers and usage of the personal chef & catering service, for any purpose.

19. Applicable Law.

These Terms and Conditions and the order form, collectively constituting the sole and entire agreement between CA and You regarding the personal chef & catering services, are governed by laws of the State of California without regard to conflict of laws and rules. The parties agree to jurisdiction and venue for any dispute hereunder solely in San Francisco County, California.

20. Changes to Terms and Conditions.

CA reserves the right to, with or without notice to You, in CA's sole discretion, amend the Terms and Conditions for use and purchases regarding the personal chef & catering services. Any amendments by CA will be effective only as to orders You place after CA's revisions of these Terms and Conditions as sent to You. In the event that the Terms and Conditions have changed since Your last order, it is Your responsibility to review the Terms and Conditions before submitting each order. CA has no responsibility to notify You of any changes before any such changes are effective.

21. Terms and Conditions Govern.

These Terms and Conditions, as amended from time to time, and the information contained in Your order form shall be the sole terms of the agreement between You and CA regarding Your purchases. All statements otherwise made on the Site, or otherwise, are intended only for Your convenience and do not form and are not included in the Agreement or the terms for Your purchase.

22. CA's Right to Refuse Service.

CA, in its sole discretion, reserves the right to refuse service to anyone, with or without cause or reason.

CA reserves the right to add, delete or change fees or charges at any time upon notice as provided in this Contract.

INFORMATION SHEET

Event Coordinator: _____

Day & Eve Contact Number: _____

Email Address/Website: _____

Organization: _____

Host City and State: _____

Location of Program:

Date of Engagement: _____ Time _____ to _____

Fees: 0-10 People \$2,500 * plus travel, accommodations & meals*
11-20 People \$1,400 * plus travel, accommodations & meals*
21-50 People \$500 *plus travel, accommodations & meals*
51-100 People \$ _____
101 and up \$ _____ How Many _____

Payment Arrangements: \$ _____ Deposit due upon Signing to Hold Date
\$ _____ Final Balance due

TRAVEL

(1) Transportation

Airline: _____

Ticket info: _____

Purchasers Name _____

Purchasers Number _____

Itinerary e-mailed to auetaswad@gmail.com

Ground transportation provided

by: _____ phone: _____

Drivers Name: _____ (must arrive prior to arrival time with baggage handling assistance at the baggage claim carousel with signage for identification)

Drivers Cell Phone # _____

LODGING

(2) Lodging

Hotel: _____

Address: _____

Special Instructions: _____

Check In Date: _____ Time _____ Check out Date: _____ Time _____

Room #'s _____ (CHEFAHKI) _____ (EXECUTIVE ASSISTANT)

(3) Miscellaneous: _____

RIDER:

As the event coordinator I have read, I understand and I am in agreement with the terms and conditions stated below.

EQUIPMENT:

Items that are needed for CHEFAHKI'S Catering Services are

TRAVEL AND ACCOMODATIONS:

As the event coordinator I am aware and accept that I am responsible for the acquisition of Travel and Lodging for CHEFAHKI and her Executive Assistant, which includes Air, Ground and Hotel arrangements to and from the event. Please provide a list of vegetarian restaurants and health food stores in the area and have available transportation. If the above is not available in your area please be advised that CHEFAHKI's menu consists of Organic Non Hybrid Vegan meals, fresh squeezed Organic juices, and purified glass-bottled water. If there are any questions concerning food preparation for meals, kindly call her Assistant Auset Aswad at (404) 447-4768.

CANCELLATION:

In event the Purchaser must cancel the event for any reason prior to 30 days from the event, the initial non-refundable deposit and 30% of the remaining balance due will be expected for receipt no later than the expected date of the event

SIGNATURES AND PAYMENT

AGREED AND ACCEPTED:

Client _____ (print name)

Sign: _____ Date: _____,

Representative of Delicious Indigenous Signature

Title

Date

PAYMENT INFORMATION

PAYPAL: chefahki@gochefahki.com

OR

Electronic Bank Transfer Information:

Bank: _____

Routing # _____

Account# _____

Address _____, _____

Customer Service # _____

DEPOSIT (\$_____): Date deposited:_____

BALANCE (\$_____): Date deposited:_____

EIN #_____

OR

Credit Card Payment Information:

VISA MC AMEX DISCOVER

CARD #_____ EXP:_____

CV#:_____

NAME ON CARD_____

SIGNATURE AUTHORIZATION_____