



## Alchemy Sandwich Co

Signature requested on September 03, 2024

# Client Service Agreement

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**Business: Alchemy Sandwich Co**

hello@alchemysandwichco.com

(503) 889-0933

**Recipient: Tigard Tualatin School District**

tbaumann@ttsd.k12.or.us

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This contract is between Alchemy Sandwich Co (the "Business") and Tigard Tualatin School District (the "Client") dated 09/03/2024.

In consideration of the services to be performed by Hansen & Hansen LLC dba Pidgin Hole dba Alchemy Sandwich Co. "PROVIDER"

## Terms

### DESCRIPTION OF SERVICES:

PROVIDER specializes in mobile food vending, catering, and delivery services for small and large-scale events and oversees the facilitation of events at various locations. The Services may include but are not limited to food preparation, delivery, setup, serving, and cleanup. Our primary objective is to offer a comprehensive solution relating to our offered services for groups seeking to celebrate events, host workshops, and/or facilitate collaboration among businesses and organizations. Whether it's an outdoor festival, corporate gathering, or intimate private event, we provide the necessary services and expertise to ensure a seamless experience. Events can be hosted at diverse locations, including indoor and outdoor spaces.

i. Service Assessment and Planning:

PROVIDER will conduct an assessment of the CLIENT'S event requirements and plan. This assessment is crucial in determining the appropriate combination of services needed to fulfill the CLIENT'S objectives. Based on this evaluation, PROVIDER will offer tailored recommendations and advice to guide the CLIENT in making informed decisions for the services to be provided for the event. It is important to note that while we provide recommendations, the ultimate

responsibility for decisions lies with the CLIENT, and PROVIDER is not liable for any partial adherence to the advice provided.

ii. Scope of Services:

Specific services to be provided by PROVIDER to the CLIENT are outlined in detail in the attached Exhibit A, collectively referred to as the "Scope of Services."

**FEES AND PAYMENT PROCESSES FOR PUBLIC PAID EVENTS**

Booking Fee: CLIENT is required to deliver a signed copy of this Agreement along with a non-refundable booking payment of \$100 to reserve the Event date.

For public paid events, there is a minimum sales guarantee as agreed upon between PROVIDER and CLIENT plus a 20% service charge. Should the total sales fall short of the agreed upon minimum, the CLIENT shall be responsible for covering the shortfall. An invoice reflecting the deficit will be issued within 3 days following the event and is due for payment within 7 days of receipt.

CLIENT will have ten (10) days to pay the final amount due. It is considered late payment after 10 days from the date that the invoice is issued. A late payment fee of 10% of the remaining balance will be charged to the CLIENT every 10 days from the last payment date. After 30 days from the first notice of pending payment, PROVIDER will activate the clause referring to Dispute Resolution and involve a mediator to solve the dispute and receive payment from CLIENT.

A final guest count must be received at least eight (8) business days prior to the Event. CLIENT will be charged for the guaranteed number, regardless of the actual attendance. If CLIENT increases the guest count within eight (8) days of the Event, PROVIDER will make every effort to accommodate the increase. However, additional charges may apply. If the actual number in attendance is greater than the amount confirmed, PROVIDER cannot guarantee that adequate food will be available for all persons in attendance.

Scheduled Payment ☐

Non-refundable Booking Fee \$100 Due Upon Signing Contract

Final Payment, if any, Within 10 Days after Event

If the contract is canceled less than 2 months (60 days) before the date of the event, PROVIDER will not refund the CLIENT for any payment already made. The payment is seen as a retainer for the availability of the space, which will have been set aside and not be available for others to be rented

Payments can be made by the CLIENT in multiple ways directly through their invoice sent

through Square or by check.

Payment may be made by credit card or by check to Hansen & Hansen LLC dba Pidgin Hole dba Alchemy Sandwich Co. Payments made by credit card will be subject to a 3% processing fee. If the CLIENT fails to comply with this agreement and does not pay the amounts owed when due, the PROVIDER may, in its sole discretion, refuse to perform its obligations under this Agreement.

**Recipient initial**

### **BOOKING FEE**

The booking fee and subsequent installment payments shall be collected by PROVIDER according to the payment schedule outlined in Payment Section above. Failure to pay installment payments may result in cancellation of the Services, with any payments made by the CLIENT being forfeited.

### **GRATUITIES**

Tipping is defined as giving a person a sum of money as a way of rewarding them for providing the services they've procured. Gratuities or tips for the catering staff are greatly appreciated.

**Recipient initial**

### **MENU SELECTION AND PRICING / LEFTOVER FOOD POLICY / FOOD SAFETY / DIETARY RESTRICTIONS, ALLERGIES AND SPECIAL REQUESTS**

#### **MENU SELECTION AND PRICING**

CLIENT shall furnish the PROVIDER with a detailed menu selection no less than 8 days before the event. PROVIDER reserves the right to change the final pricing of the service but with the limitation of confirming the final price 8 days prior to the Event.

#### **LEFTOVER FOOD POLICY**

CLIENT assumes full responsibility for proper handling refrigeration/storage of leftover food items as well as proper reheating for further usage.

#### **FOOD SAFETY**

PROVIDER shall adhere to all relevant laws, regulations, and standards governing food safety and hygiene, including obtaining necessary permits and licenses. PROVIDER shall maintain proper food handling, storage, and temperature control practices to ensure the safety and

quality of the food served.

### **DIETARY RESTRICTIONS, ALLERGIES AND SPECIAL REQUESTS**

CLIENT is responsible for informing PROVIDER if they or their guests have special requirements involving any dietary restrictions or food allergies. All food is prepared in a central kitchen and may contain or be prepared near allergens including but not limited to milk, eggs, wheat, soybean, peanuts, tree nuts, fish and shellfish. Consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of foodborne illness. The PROVIDER shall make reasonable efforts to accommodate dietary restrictions and special requests; however, it cannot guarantee the complete absence of allergens or cross-contamination. CLIENT voluntarily assumes the risk of having an allergen prone food being served and said food being prepared in a kitchen with known allergens. Similarly CLIENT voluntarily assumes the risk of any and all liability relating to foodborne illnesses.

### **ADDITIONAL FEES AND CHARGES**

Additional charges may be levied for site visits and/or coordination beyond those offered or catering services and rentals (if arranged through PROVIDER) and for travel outside the Portland metro area. Any change in the time, place, menu, guest count or other provisions of the event as originally planned which are requested or instituted by CLIENT will be accommodated only where PROVIDER agrees to such changes after considering the cost, logistics and staffing requirements of such changes. CLIENT will be charged for additional planning time as well as costs for food, personnel, equipment and other costs required to accomplish the changes, including any costs already incurred for food, personnel, equipment, decorations or rental items which will not be usable for the event after such changes, and taking into account any additional costs incurred because goods or services are procured on short notice. PROVIDER reserves the right to substitute or alter prices up to thirty (30) days in advance if there are unpredictable circumstances that limit accessibility to an ingredient. PROVIDER reserves the right to substitute menu items based on market prices and availability.

### **DATE CHANGE**

In the event the CLIENT changes the date of the event, PROVIDER will make every effort to accommodate, but PROVIDER's availability is not guaranteed for any other date than is initially agreed upon and secured. If this event must be moved due to unforeseeable circumstances and PROVIDER is available on the new date, PROVIDER agrees to apply the deposit in full to the new date with no penalties. In the event that PROVIDER is not available on the suggested date change, and the event has to be rescheduled per PROVIDER'S availability, a new proposal and contract will be drafted by PROVIDER dependent upon date availability. Previous deposits will be forfeited by CLIENT and a new deposit will be due. All deposits are nonrefundable, non-transferable.

In the unfortunate circumstance that the event is canceled due to a force majeure event beyond the parties' control, explained below within one month of event date, CLIENT agrees to full responsibility of any remaining balance due to PROVIDER and will pay in full before the originally scheduled date of event.

## **INSURANCE**

PROVIDER agrees to maintain liability insurance coverage throughout the term of this agreement, with limits deemed adequate by industry standards, to indemnify and defend against any claims, damages, or losses arising from food-related incidents.

Except for claims covered under the aforementioned liability insurance, PROVIDER shall be fully released and discharged from any and all liabilities, obligations, or responsibilities related to the services rendered under this agreement. This release extends to all events and circumstances not explicitly covered by the insurance policy maintained by the PROVIDER.

CLIENT agrees to indemnify, defend, and hold harmless the PROVIDER from and against any claims, liabilities, damages, or expenses (including reasonable attorney fees and costs) arising out of or related to CLIENT's actions, omissions, or negligence, except to the extent such claims are covered by the liability insurance maintained by the PROVIDER.

## **OTHER EVENT VENDORS / SUBCONTRACTORS**

### **OTHER EVENT VENDORS**

All vendors (including florists, bakers, rental companies, etc.) must adhere to the terms and conditions set forth in this agreement and it is the CLIENT's responsibility to share these guidelines with them. CLIENT will be responsible for damage or breakage of rental items.

### **SUBCONTRACTORS**

PROVIDER reserves the right to subcontract any portion of the Services to third parties as necessary, ensuring subcontractors comply with the terms of this Agreement. PROVIDER will endeavor to source top suppliers and/or service providers. However, PROVIDER does not guarantee any suppliers' and/or service providers' performance and/or product. CLIENT acknowledges that subcontractors engaged by PROVIDER shall not be considered agents or representatives of PROVIDER. PROVIDER will not be responsible for any supplier and/or service provider performance and/or product and CLIENT agrees not to hold PROVIDER liable for any acts or omissions of subcontractors.

## **SETUP AND ACCESS**

PROVIDER requires clean and unobstructed access routes to the venue for all loading and unloading. PROVIDER requires acceptable (level, adequate space to enter and exit venue) truck access and parking. Keeping these areas free and accessible is the responsibility of CLIENT or

its agent. Damages to the venue, catering equipment, rental equipment, decorations, etc. are the sole responsibility of CLIENT.

### **CANCELLATION OF EVENT**

If CLIENT cancels the Event after PROVIDER has purchased, rented or contracted for supplies, equipment or personnel, and PROVIDER is required to pay for some or all such charges, CLIENT agrees to pay all such charges promptly on being notified. Except for PROVIDER's costs and charges already incurred, there will be no additional cancellation fee if the cancellation is made with more than ten (10) days prior to the scheduled date for the Event. If cancellation occurs between less than five (5) days prior to the scheduled date of the Event, the 50% deposit/payment will be forfeited by CLIENT. CLIENT and PROVIDER agree that this fairly reflects PROVIDER's economic losses for time, planning, and inability to schedule other business during times previously reserved for your event.

In the event of unforeseen circumstances such as truck breakdown, equipment failure, staff sickness without backup, or other factors beyond PROVIDER's control, PROVIDER will make all reasonable efforts to ensure the provision of agreed upon services. However, in such circumstances, PROVIDER shall not be held liable to refund any payments made by CLIENT.

### **INCLEMENT WEATHER POLICY**

In a commitment to keep our employees safe, PROVIDER shall not be held responsible for inability to provide food or other services due to inclement weather. In the case of inclement weather, the PROVIDER will cancel your event in advance. PROVIDER will return a percentage of the costs already paid, based upon how much labor and product has been purchased for the CLIENT's Event at PROVIDER'S discretion.

Inclement weather cancellation requires a 24-hour notice, and is the sole responsibility of the CLIENT. CLIENT must provide a telephone number for contact in case of any inclement weather needs. If CLIENT needs to reschedule an Event because of inclement weather, PROVIDER will attempt to reschedule, based on PROVIDER's existing commitments. CLIENT is responsible for any costs incurred by PROVIDER.

If PROVIDER is not contacted within 24 hours of an event, its staff will assume that the event is still taking place, and will begin food and set up preparations. Once the 24 hour threshold is passed, any event will be charged incurred costs up to, but not more than the total event cost, dependent on production and purchasing processes at that time.

PROVIDER reserves the right to cancel any event at any time if the weather conditions are deemed unsafe to operate. Each event will be looked at on a case-by-case basis, to determine if any changes need to be made due to scheduling or the safety of PROVIDER's drivers or staff. Decisions will be made after consulting the National Weather Service or local weather forecasters.

## **FORCE MAJEURE/ACT OF GOD**

Neither party shall be held responsible or liable to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, war, acts of war (whether war is declared or not), insurrections, riots, civil commotions, public health emergencies (such as a pandemic), acts, omissions or delays in acting by any governmental authority and acts of God provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure. The parties shall mutually seek a resolution of the delay or the failure to perform as noted above. CLIENT will be responsible for PROVIDER's costs and charges incurred in preparation for the event as provided herein in the case of a voluntary cancellation by CLIENT.

## **LIABILITY AND INDEMNITY**

The PROVIDER shall use all reasonable endeavors to deliver the work to the CLIENT by an agreed date and shall notify the CLIENT of any anticipated delay at the first opportunity. The PROVIDER will not be liable for delays caused by matters outside of the PROVIDERS control. Any times or dates quoted for the supply of the work are dependent upon the CLIENT giving reasonable instructions and information to the PROVIDER.

CLIENT agrees to indemnify and hold harmless PROVIDER and its servants, employees, and agents from all claims, liabilities, loss, (including, without limitation, equipment, plates, and utensils,) demands, costs, and or causes of action for any and all injuries, death, or property damage to any person related in any way to the catering services hereunder, including related to serving alcoholic beverages, even though arising from the negligent acts or omissions of PROVIDER, incurred by reason of any such claim being made against PROVIDER. CLIENT assumes the responsibility of notifying all of its employees, invites, and licensees.

## **TERM AND TERMINATION**

This Contract will terminate automatically upon completion by PROVIDER of the "Scope of Services" required by this Contract.

Termination of Services by the CLIENT must be in a written notice and will be effective upon receipt of such notice. PROVIDER may terminate this Agreement at any time by giving 15 business days written notice to the CLIENT.

PROVIDER may cancel services due to inclement weather, emergency conditions, or events

beyond the control of PROVIDER.

Both parties agree that clear and precise communication is essential to the completion of the services agreed upon. Should information not be furnished 15 days after sending the communication, PROVIDER after a good-faith effort to solicit such information from the CLIENT, PROVIDER reserves the right to interpret this as a termination of this agreement. CLIENT will still be liable for time and/or materials used up until the point of contract termination.

Should CLIENT not adhere to any or all of the requests for information set forth above, PROVIDER reserves the right to unilaterally terminate this Agreement immediately without the termination being deemed a breach.

Either party may terminate this Agreement immediately if the other shall: Be in breach of any of the terms of this Agreement which, in the case of a breach capable of remedy, shall not have been remedied within five (5) days of receipt of a written notice specifying the breach and requiring its remedy.

PROVIDER reserves the right to terminate this contract when PROVIDER perceives that CLIENT will not follow PROVIDER's recommendations.

## **REMEDIES / DISPUTE RESOLUTION**

### **REMEDIES**

In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have five (5) days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such a time period shall result in the automatic termination of this Contract.

### **DISPUTE RESOLUTION**

In the event any dispute shall arise out of or relating to this Agreement and negotiation is unsuccessful, CLIENT and PROVIDER agree to use good faith efforts to settle the dispute through mediation prior to resorting to arbitration and/or litigation processes and procedures.

When the parties resort to mediation, both parties have to agree to a mediator. If there is no agreement in the period of time of five days since the first refusal, the parties have a right to involve their own mediators to try to resolve the dispute and have the right to be represented by



an attorney. Each party shall be responsible for 50% of the mediation fees.

## **INTELLECTUAL PROPERTY**

The PROVIDER owns all rights, including, without limitation, copyrights, patents, trade secret rights, and other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, works of authorship, confidential Information or trade secrets (i) developed or created by PROVIDER, solely or jointly with others, during the course of performing work for or on behalf of the PROVIDER or any affiliate of PROVIDER, (ii) that PROVIDER conceives, develops, discovers or makes. Without limiting the foregoing, to the extent possible, all software, compilations and other original works of authorship included as a work product, will be considered as work owned by PROVIDER.

## **CONFIDENTIALITY**

EITHER PARTY, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of either party, or divulge, disclose, or communicate in any manner, any information that is confidential to the PROVIDER and CLIENT without the other party's prior consent. PROVIDER and CLIENT and their employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

## **GOVERNING LAW**

This agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Oregon and Washington, without regard to conflicts of law principles.

## **SEVERABILITY**

If any part of this agreement shall be held unenforceable for any reason, the remainder of this agreement shall continue in full force and effect. If any provision of this agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.

## **WAIVER OF CONTRACTUAL RIGHT**

The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

## **AMENDMENT**

This Contract may be modified or amended in a writing that is signed and dated by both parties.

## **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the CLIENT and PROVIDER and

supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings, or other agreements, whether written or oral, relating to the subject matter of this Agreement. This Agreement may not be amended or changed unless executed in writing and signed by PROVIDER and the CLIENT(s).

### **CONSIDERATION, SIGNATURE AND ACCEPTANCE**

The consideration for this agreement shall be the agreement of each party to accept and perform its obligations hereunder. CLIENT has evidenced its agreement by its signature hereto. Upon receipt of this signed agreement, PROVIDER shall be deemed to have accepted the agreement and all its obligations hereunder.

## **Signatures**

This contract may be signed electronically or in hard copy. If signed in hard copy, it must be returned to the Business for valid record. Electronic signatures count as original for all purposes.

By typing their names as signatures below, both parties agree to the terms and provisions of this agreement.

### **Business signature**

<b>Owner name</b>	Becca Russell
<b>Owner signature</b>	<i>Becca Russell</i>
<b>Business date signed</b>	09/03/2024

### **Recipient signature**

<b>Recipient name</b>	
<b>Recipient signature</b>	
<b>Recipient date signed</b>	