

## **Feast In-Home Chef Services Independent Contractor Agreement & Disclaimer**

This Agreement (the "Agreement") is entered into by and between **Feast** ("Company," "we," "us," or "our") and the **Independent Contractor** ("Contractor," "you," or "your") for the provision of in-home chef services. By signing below, you agree to the terms and conditions set forth in this Agreement and acknowledge receipt and understanding of the accompanying Disclaimer for Feast In-Home Chef Services.

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### **1. Engagement of Services**

The Company hereby engages you, the Independent Contractor, to provide in-home chef services as described below (the "Services"), and you hereby accept the engagement under the terms of this Agreement.

- **Services:** As an independent contractor, you will provide professional chef services, including but not limited to menu planning, grocery shopping, meal preparation, cooking, and kitchen clean-up, as per client requirements, in accordance with applicable food safety standards.
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### **2. Independent Contractor Relationship**

**2.1 No Employee Relationship:** The parties acknowledge that you are an independent contractor and not an employee of the Company. You are not entitled to any employee benefits or privileges provided by the Company to its employees.

**2.2 Non-Compete:** During the term of this Agreement, you agree that you will not, directly or indirectly, provide in-home chef services or engage in any cooking or catering activities that are similar to the Services provided under this Agreement, to any third parties, including but not limited to competing private chef marketplaces within the geographic area where Feast operates or where Feast has provided services to clients during the term of this Agreement.

**2.3 Profit Sharing:** If you, during the term of this Agreement independently provide services that are similar to the Services provided under this Agreement to any client with whom you have previously interacted through Feast, or any other individual or entity that could reasonably be considered a competitor, you agree to pay of any profits you generate from those services to Feast of receipt of payment for those services.

**2.4 Exclusive Rights to Clients:** The Company retains exclusive rights to any clients or individuals that you are introduced to through Feast during the term of this Agreement. If you independently engage any of these clients in providing similar services after the termination of this Agreement, the profits derived from such engagements are deemed to be subject to this Profit Sharing clause.

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### **3. Compensation**

3.1 **Payment Terms:** The Company will compensate you for the services provided based on the agreed-upon rate of \$35. Payments will be made upon completion of services, or as otherwise agreed upon.

3.2 **Taxes:** You will be responsible for all taxes arising from the compensation you receive, including but not limited to federal, state, and local taxes. The Company will issue a Form 1099-NEC to report income paid to you during the year.

3.3 **Reimbursement:** You may be reimbursed for reasonable out-of-pocket expenses (e.g., food ingredients, travel) with prior approval from the Company.

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## 4. Insurance Requirements

4.1 **Proof of Insurance:** You must provide proof of insurance upon request from the Company. If you do not maintain appropriate insurance, the Company may withhold payments or terminate this Agreement.

4.2 **Client's Insurance:** The Client is required to ensure their **homeowners insurance** or equivalent personal liability coverage is in effect for the duration of the Service. You are not responsible for any accidents or damages resulting from the Client's failure to maintain adequate insurance.

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## 5. Safety and Compliance Requirements

5.1 **Kitchen Safety:** You agree to inspect the Client's kitchen and cooking area prior to performing Services. If you determine that the environment is unsafe, you may refuse to proceed with the Services. Any safety concerns should be documented, and you must notify the Company and the Client promptly.

5.2 **Health and Safety Compliance:** You will comply with all relevant **health, safety, and food handling** regulations, as required by local law. You will also ensure that all food preparation meets applicable **food safety** guidelines to prevent contamination or illness.

5.3 **Health Disclosures:** You are required to disclose any relevant health conditions or allergies that may affect your ability to safely prepare or handle food. You should also notify the Client if there are any specific health-related concerns or limitations on the Services you are providing.

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## 6. Food Safety and Allergens

6.1 **Client's Responsibility:** The Client is responsible for informing you of any **dietary restrictions, food allergies, or health conditions** that may impact the preparation of food. The Client must provide a full and accurate disclosure before the commencement of Services.

6.2 **Cross-Contamination:** While you will follow food safety protocols to avoid cross-contamination, you acknowledge that food prepared in a home kitchen cannot be guaranteed free of allergens or contaminants. The Client assumes all risks associated with food consumption prepared by you.

6.3 **Food Safety Practices:** You will use best practices to ensure food safety, including proper storage, handling, and cooking temperatures, as well as thorough sanitation of kitchen surfaces and utensils.

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## 7. Limitation of Liability & Shared Responsibility

**7.1 Shared Responsibility:** Both the Client and the Contractor (chef) agree to assume joint responsibility for any incidents, damages, or issues that arise during the provision of the Services. Specifically:

- **Client's Responsibility:** The Client is responsible for ensuring that their kitchen is safe, providing necessary tools and equipment, and informing the Chef of any dietary restrictions, allergies, or health concerns. The Client also assumes responsibility for any risks associated with the consumption of food prepared by the Chef.
- **Chef's Responsibility:** The Chef is responsible for performing the Services with due care and in accordance with food safety standards, including proper handling of food, preventing cross-contamination, and maintaining a clean cooking environment. The Chef assumes responsibility for any issues directly caused by their negligence or failure to adhere to health and safety guidelines.

**7.2 Limitation of Liability:** To the fullest extent permitted by law, the Company and you, as the Independent Contractor, shall not be liable for any indirect, incidental, special, or consequential damages, including but not limited to **personal injury, property damage, or loss of profits** arising from the Services provided, even if we have been advised of the possibility of such damages.

**7.3 Shared Indemnification:** The Client agrees to indemnify, defend, and hold harmless Feast, its officers, employees, agents, and Independent Contractors (including you, the Chef), from any claims, damages, losses, liabilities, and expenses (including attorney's fees) arising from or related to:

- The Client's failure to disclose relevant health or dietary information.
- Any injury or damage resulting from unsafe conditions in the Client's home.
- Claims by third parties arising out of the Client's use of the Services.

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## 8. Indemnification

**8.1 Indemnity by Contractor (Chef):** The Contractor agrees to indemnify, defend, and hold harmless Feast, its officers, employees, and agents from any claims, damages, losses, liabilities, and expenses (including attorney's fees) arising from or related to:

- Any injury or damage caused by the Chef's failure to follow proper food safety protocols.
- Any negligence or misconduct by the Chef during the provision of the Services.

**8.2 Indemnity by Client:** The Client agrees to indemnify and hold harmless Feast, its officers, employees, agents, and Independent Contractors (including you), from any claims, damages, losses, liabilities, and expenses (including attorney's fees) arising from:

- The Client’s failure to disclose relevant health information or allergies.
  - Any injuries, damages, or incidents caused by unsafe conditions in the Client’s home (e.g., faulty kitchen equipment, dangerous working conditions).
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## 9. Dispute Resolution

9.1 **Mediation:** Prior to arbitration, the parties agree to attempt to resolve any dispute through informal mediation. The mediator will be selected by mutual agreement, and mediation costs will be shared equally by the parties.

9.2 **Legal Fees:** The prevailing party in any legal action, including arbitration, shall be entitled to recover its reasonable legal fees and costs from the non-prevailing party.

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## 10. Modification of Agreement and Disclaimer

The Company reserves the right to modify this Agreement and the Disclaimer at any time. Any changes will be effective immediately upon posting the updated Agreement or Disclaimer on our website or notifying the Independent Contractor. Your continued engagement of the Services after changes are made constitutes your acceptance of the new terms.

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## 11. Acknowledgment and Signature

By signing below, the Independent Contractor acknowledges that they have read, understood, and agree to be bound by the terms of this Agreement, including the Disclaimer for Feast In-Home Chef Services. The Contractor further acknowledges that they are entering into an independent contractor relationship with the Company.

### Independent Contractor Signature:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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