

# **TERMS OF SERVICE AGREEMENT**

## **CULINARY FOR ROYALTY LLC**

**Effective Date:** 12-9-2025

**Version:** 1.0

### **I. BUSINESS IDENTIFICATION AND INTRODUCTION**

This Terms of Service Agreement (the “Agreement”) is entered into between Culinary For Royalty LLC, an Illinois limited liability company with Food Handler’s License No. 0040773 (hereinafter referred to as “Culinary For Royalty,” “we,” “us,” or “our”), and the client engaging our services (hereinafter referred to as “Client,” “you,” or “your”).

#### **Business Contact Information:**

- Phone: +1 708-808-7383
- Email: oliver@culinaryforroyalty.com
- Authorized Representative: Oliver King

### **II. DEFINITIONS AND SCOPE OF SERVICES**

#### **A. Definitions**

1. **“Services”** refers to all catering, personal chef, food preparation, delivery, presentation, and related services provided by Culinary For Royalty to the Client.
2. **“Event”** means any gathering, party, dinner, or occasion for which Culinary For Royalty provides Services.
3. **“Venue”** refers to any location where the Services are to be performed, whether provided by the Client or a third party.
4. **“Menu”** means the agreed-upon selection of food and beverage items to be prepared and served.
5. **“Deposit”** refers to the initial payment made by Client to secure Services, as further detailed in Section IV.
6. **“Execution”** means the completion of food delivery for catering services or the conclusion of a private event.
7. **“Force Majeure Event”** means an unforeseeable circumstance that prevents or delays performance, as further defined in Section IX.

## **B. Scope of Services**

Culinary For Royalty offers the following service tiers, which may be customized based on Client needs:

1. **Drop-Off Catering:** Preparation and delivery of food to the Venue without service staff.
2. **Partial Service:** Food preparation, delivery, basic setup, and limited service staff.
3. **Full-Service Catering:** Comprehensive food preparation, delivery, professional setup, service staff, cleanup, and removal.
4. **Personal Chef Services:** Customized meal preparation at Client's location with varying levels of service.

The specific Services to be provided shall be detailed in a separate Service Order that references and incorporates this Agreement.

## **III. CONTRACT FORMATION AND ACCEPTANCE**

### **A. Offer and Acceptance**

1. This Agreement, together with any Service Order, constitutes an offer by Culinary For Royalty to provide Services to Client. Client's acceptance is expressly conditioned on Client's assent to all terms contained herein.
2. Client's payment of the Deposit constitutes express acceptance of all terms and conditions in this Agreement. No additional or different terms proposed by Client shall become part of this Agreement without Culinary For Royalty's express written consent.
3. By paying the Deposit, Client acknowledges having read, understood, and agreed to be bound by all terms and conditions of this Agreement.

### **B. Electronic Signatures and Communications**

1. Electronic signatures, emails, and digital confirmations shall be deemed valid and binding expressions of agreement to the terms herein, in accordance with applicable Illinois law.
2. All notices required under this Agreement may be delivered via email to the addresses provided by the parties, and such notices shall be deemed received upon sending unless the sender receives an automated message indicating non-delivery.

## **IV. PAYMENT TERMS AND DEPOSIT STRUCTURE**

### **A. Deposit Requirement**

1. A non-refundable deposit equal to fifty percent (50%) of the total estimated cost of Services ("Deposit") is required to secure the date and Services. No date shall be considered reserved until Culinary For Royalty receives the Deposit and this Agreement is fully executed.
2. The Deposit shall be applied toward the total cost of Services as specified in the Service Order.

3. Payment of the Deposit constitutes acceptance of all terms and conditions contained in this Agreement.

#### **B. Payment Schedule**

1. The remaining balance (50% of the total estimated cost) shall be paid in full on the day of the Event, either:
  - a. Prior to the commencement of Services; or
  - b. Immediately following Execution of Services, as agreed upon in the Service Order.
2. For Events exceeding \$2500.00, Culinary For Royalty may require an additional interim payment of 25% of the total estimated cost, due 7 days prior to the Event.
3. Any additional charges incurred during the Event (including but not limited to extended service hours, additional food or beverage items, or unforeseen expenses) shall be paid immediately upon conclusion of the Event.

#### **C. Payment Methods**

1. Culinary For Royalty accepts the following payment methods:
  - a. Credit or debit card
  - b. Electronic funds transfer
  - c. Cash
  - d. Certified check or money order
2. Personal checks will only be accepted for Deposit payments made at least fourteen (14) days prior to the Event.
3. A processing fee of 3.5% may be added to credit card payments.

#### **D. Late Payments**

1. Any payment not received by the due date shall incur a late fee of 2.5% of the outstanding balance, compounded daily.
2. Culinary For Royalty reserves the right to suspend or terminate Services if any payment is not received when due.

### **V. CANCELLATION AND REFUND POLICY**

#### **A. Client Cancellation**

1. All cancellations must be submitted in writing to [oliver@culinaryforroyalty.com](mailto:oliver@culinaryforroyalty.com).
2. Refunds for cancellations shall be provided according to the following schedule:
  - a. Cancellation more than fourteen (14) days prior to the Event: 50% refund of amounts paid (excluding the non-refundable Deposit)

- b. Cancellation between seven (7) and fourteen (14) days prior to the Event: 25% refund of amounts paid (excluding the non-refundable Deposit)
  - c. Cancellation less than seven (7) days prior to the Event: No refund
- 3. The Deposit is non-refundable regardless of the timing of cancellation, except in cases of Force Majeure as defined in Section IX.

#### **B. Rescheduling**

- 1. Client may request to reschedule an Event by providing written notice to Culinary For Royalty.
- 2. Rescheduling requests received more than fourteen (14) days prior to the original Event date may be accommodated without penalty, subject to Culinary For Royalty's availability.
- 3. Rescheduling requests received less than fourteen (14) days prior to the original Event date shall be treated as a cancellation and new booking, subject to the cancellation policy above.

#### **C. Culinary For Royalty Cancellation**

- 1. Culinary For Royalty reserves the right to cancel this Agreement if:
  - a. Client fails to make any payment when due;
  - b. Client materially breaches any term of this Agreement;
  - c. Culinary For Royalty becomes aware of circumstances that make it impossible to provide the Services at the expected level of quality; or
  - d. A Force Majeure Event occurs.
- 2. If Culinary For Royalty cancels due to Client's payment failure or material breach, all amounts paid shall be forfeited as liquidated damages.
- 3. If Culinary For Royalty cancels for any reason other than Client's breach or Force Majeure, Culinary For Royalty shall refund all amounts paid, including the Deposit.

## **VI. SERVICE DELIVERY TERMS**

#### **A. Equipment and Venue Requirements**

- 1. Client shall ensure the Venue provides, at minimum:
  - a. Adequate electrical power (minimum of two 20-amp circuits) for food preparation equipment;
  - b. Potable running water within 50 feet of the food preparation area;
  - c. Adequate lighting and ventilation;
  - d. Sufficient space for food preparation, plating, and service; and
  - e. Safe and legal parking for Culinary For Royalty vehicles.

2. Culinary For Royalty shall provide basic cooking equipment necessary for food preparation and service, but is not responsible for providing plates, pots, pans, cutting boards, baking trays, tables, chairs, linens, or other Venue furnishings unless specifically included in the Service Order.
3. Client shall disclose any Venue restrictions, including but not limited to load-in times, noise limitations, open flame restrictions, or alcohol service policies, at least fourteen (14) days prior to the Event.
4. Culinary For Royalty reserves the right to supplement inadequate Venue facilities with portable equipment at additional cost to Client if not disclosed in advance.

#### **B. Menu Changes and Customization**

1. The Menu shall be finalized no later than fourteen (14) days prior to the Event.
2. Client may request Menu changes up to seven (7) days before the Event, subject to the following fees:
  - a. Minor changes (affecting less than 20% of the Menu): 0 to 20% of total cost per change
  - b. Moderate changes (affecting 20-50% of the Menu): 0 to 50% of total cost per change
  - c. Major changes (affecting more than 50% of the Menu): 0 to 75% of total cost per change
3. Menu changes requested less than seven (7) days before the Event may be accommodated at Culinary For Royalty's sole discretion and shall incur additional fees of no less than 0 to 75% of total cost per change.
4. Culinary For Royalty reserves the right to make reasonable substitutions to the Menu if certain ingredients are unavailable, of inadequate quality, or have experienced significant price increases. Client will be notified of any necessary substitutions as soon as practicable.

#### **C. Staffing and Service Levels**

1. Staffing levels shall be determined based on the selected service tier, number of guests, complexity of the Menu, and Venue requirements.
2. Full-service catering requires a minimum guest count of 30 and includes:
  - a. One (1) chef for every 100 guests
  - b. One (1) server for every 30 guests
  - c. One (1) event captain for Events with more than 100 guests
3. Partial service requires a minimum guest count of 10 and includes:
  - a. One (1) chef for every 10 guests

- b. One (1) server for every 20 guests
- 4. Drop-off catering has no minimum guest requirement and includes delivery and basic setup only.
- 5. Additional staff may be added at Client's request for an additional fee of \$350.00 per staff member.

#### **D. Timeline and Deadlines**

- 1. Culinary For Royalty requires access to the Venue at least 24 to 72 hours prior to the scheduled start time for full-service Events, less than 24 hours for partial service Events, and less than 1 hour for drop-off catering.
- 2. Client shall provide a detailed Event timeline no later than seven (7) days prior to the Event, including:
  - a. Venue access times
  - b. Guest arrival time
  - c. Meal service times
  - d. Event conclusion time
- 3. Any delay in providing Venue access or changes to the Event timeline may result in service delays and additional fees.

## **VII. SERVICE AREA AND TRAVEL FEES**

#### **A. Service Area**

- 1. Culinary For Royalty provides Services throughout the greater Chicago metropolitan area and beyond, with no strict geographic limitations.
- 2. The base service area includes locations within a 35-mile radius of Chicago city center.

#### **B. Travel Fees**

- 1. For Events outside the base service area, travel fees shall be calculated as follows:
  - a. \$0.25 per mile for each mile beyond the base service area radius
  - b. Actual toll charges incurred
  - c. Parking fees, if applicable
- 2. For Events requiring more than 6 hours of round-trip travel time, additional labor charges of \$35.00 per hour per staff member shall apply.

#### **C. Overnight Accommodations**

- 1. For Events located more than 50 miles from Chicago city center, or Events ending after 1 AM, Client shall provide or reimburse the cost of overnight accommodations for Culinary For Royalty staff, including:

- a. Standard hotel accommodations (minimum 3-star rating)
  - b. One room per 1 staff members
  - c. Parking fees at accommodation
2. Alternatively, Client may pay an additional fee of \$150.00 per staff member in lieu of providing accommodations.
3. For multi-day Events, Client shall provide or reimburse the cost of all meals for Culinary For Royalty staff during non-working hours.

## **VIII. FOOD SAFETY AND ALLERGEN RESPONSIBILITIES**

### **A. Allergen Disclosure and Liability**

1. Client assumes all liability for food allergies, intolerances, and dietary restrictions of Event guests.
2. Client shall complete and return Culinary For Royalty's Allergen and Dietary Restriction Disclosure Form no later than fourteen (14) days prior to the Event, listing all known allergies and dietary restrictions of Event guests.
3. While Culinary For Royalty will make reasonable efforts to accommodate disclosed allergies and dietary restrictions, Client acknowledges that all food is prepared in facilities that may contain allergens including but not limited to nuts, dairy, eggs, soy, wheat, fish, and shellfish.
4. Culinary For Royalty cannot guarantee that any item will be completely free of allergens.

### **B. Food Safety Compliance**

1. Culinary For Royalty maintains all required food safety certifications and follows strict food safety protocols in compliance with the Food Handling Regulation Enforcement Act (410 ILCS 625/) and Illinois Department of Public Health Regulations (77 Ill. Adm. Code 750).
2. Client acknowledges that food safety requires proper handling after service. Culinary For Royalty is not responsible for foodborne illness resulting from:
  - a. Client's or guests' mishandling of food after service
  - b. Consumption of food items removed from the Event by Client or guests
  - c. Client's decision to keep and serve leftover food beyond the recommended safe period
3. For food safety reasons, Culinary For Royalty reserves the right to discard any food items that have remained at room temperature for more than four (4) hours.

### **C. Required Disclosure Form**

1. The Allergen and Dietary Restriction Disclosure Form shall be provided to Client upon execution of this Agreement.

2. Client's failure to return a completed form by the specified deadline constitutes a representation that no such restrictions exist among Event guests.
3. Late disclosure of allergies or dietary restrictions may result in additional charges and limited accommodation options.

## **IX. FORCE MAJEURE PROVISIONS**

### **A. Definition of Force Majeure Events**

1. A "Force Majeure Event" means any circumstance not within the reasonable control of the party affected, which prevents or delays performance of obligations under this Agreement, including but not limited to:
  - a. Acts of God, including floods, earthquakes, tornadoes, hurricanes, or other natural disasters
  - b. Epidemic, pandemic, or public health emergency
  - c. War, invasion, hostilities, terrorism, civil unrest, or riot
  - d. Government order, law, action, or restriction
  - e. Embargoes or blockades
  - f. Fire, explosion, or serious accident
  - g. Labor or trade dispute, strike, or industrial action
  - h. Failure of essential utilities or transportation systems
  - i. Any other similar cause beyond the reasonable control of either party
2. A Force Majeure Event shall not include:
  - a. Financial inability to perform obligations
  - b. Changes in market conditions or economic hardship
  - c. Failure of Client's other vendors or service providers
  - d. Inclement weather that does not prevent safe travel (unless specifically included in the Service Order)

### **B. Suspension of Obligations**

1. If either party is prevented from performing any obligations under this Agreement due to a Force Majeure Event, that party shall:
  - a. Promptly notify the other party in writing of the Force Majeure Event, its anticipated duration, and any proposed workarounds
  - b. Use reasonable efforts to mitigate the effect of the Force Majeure Event

- c. Resume performance as soon as reasonably possible after the Force Majeure Event has ended
2. Performance obligations shall be suspended during the period of the Force Majeure Event.
3. If the Force Majeure Event continues for more than thirty (30) days, either party may terminate this Agreement by providing written notice to the other party.

#### **C. Refunds During Force Majeure**

1. If this Agreement is terminated due to a Force Majeure Event, Culinary For Royalty shall refund all amounts paid by Client, including the Deposit, less any non-recoverable expenses already incurred in preparation for the Event.
2. If the Event is rescheduled due to a Force Majeure Event, all amounts paid shall be applied to the rescheduled Event, provided it occurs within six (6) months of the original date.
3. If Client chooses not to reschedule an Event affected by a Force Majeure Event, Culinary For Royalty shall refund all amounts paid, including the Deposit, less any non-recoverable expenses already incurred.

## **X. INTELLECTUAL PROPERTY PROTECTION**

#### **A. Ownership of Intellectual Property**

1. All recipes, menu designs, preparation techniques, presentation styles, and other culinary creations developed by Culinary For Royalty remain the exclusive intellectual property of Culinary For Royalty.
2. Client's payment for Services does not constitute a transfer of any intellectual property rights.
3. Culinary For Royalty retains all rights, title, and interest in its trade secrets, proprietary information, and know-how used in providing the Services.

#### **B. Limited License**

1. Client is granted a limited, non-exclusive license to enjoy the culinary creations provided as part of the Services.
2. This license does not include the right to:
  - a. Reproduce or distribute Culinary For Royalty's recipes
  - b. Reverse engineer Culinary For Royalty's preparation techniques
  - c. Use Culinary For Royalty's name, logo, or other branding elements without prior written permission
  - d. Claim authorship or ownership of Culinary For Royalty's culinary creations

#### **C. Confidentiality**

1. Client agrees to maintain the confidentiality of any recipes, techniques, or other proprietary information inadvertently disclosed during the provision of Services.

2. Client shall not photograph or record food preparation processes without prior written consent from Culinary For Royalty.
3. Culinary For Royalty acknowledges that general food photographs taken by Client or guests for personal, non-commercial use are permitted.

## **XI. CLIENT RESPONSIBILITIES AND COOPERATION**

### **A. Information Provision**

1. Client shall provide accurate and complete information regarding:
  - a. Event details (date, time, location, guest count)
  - b. Venue specifications and limitations
  - c. Desired Menu and service requirements
  - d. Allergies and dietary restrictions
  - e. Special requests or accommodations
2. Client acknowledges that failure to provide complete and accurate information may result in service complications, additional fees, or inability to perform Services as expected.
3. Client shall promptly respond to requests for information or clarification from Culinary For Royalty.

### **B. Venue Access and Preparation**

1. Client is responsible for ensuring Culinary For Royalty has appropriate access to the Venue, including:
  - a. Securing necessary permissions and permits
  - b. Providing entry instructions, access codes, or keys
  - c. Ensuring the Venue meets the requirements specified in Section VI.A
  - d. Coordinating with Venue management regarding Culinary For Royalty's needs
2. Client shall ensure the Venue is clean, safe, and ready for Culinary For Royalty's arrival at the agreed-upon time.
3. Client shall inform Culinary For Royalty of any Venue rules, restrictions, or requirements at least fourteen (14) days prior to the Event.

### **C. Guest Count and Adjustments**

1. Client shall provide a final guest count no later than seven (7) days prior to the Event.
2. Increases to the guest count may be accommodated up to three (3) days before the Event, subject to additional charges and product availability.

3. Decreases to the guest count will not result in a reduction of the total cost if received less than seven (7) days before the Event.
4. The minimum charge will be based on the final guaranteed guest count or the actual number of guests served, whichever is greater.

## **XII. INSURANCE AND INDEMNIFICATION**

### **A. Insurance Coverage**

1. Culinary For Royalty maintains comprehensive general liability insurance coverage for its operations, including:
  - a. Commercial general liability
  - b. Product liability
  - c. Professional liability
  - d. Workers' compensation for all employees
2. Upon request, Culinary For Royalty will provide Client with a certificate of insurance naming Client and/or Venue as additional insureds for the Event.
3. Client acknowledges that Culinary For Royalty's insurance does not cover damage or injury caused by Client, guests, other vendors, or Venue conditions outside Culinary For Royalty's control.

### **B. Client Indemnification**

1. Client agrees to indemnify, defend, and hold harmless Culinary For Royalty, its owners, officers, employees, and agents from and against any claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or related to:
  - a. Undisclosed food allergies or dietary restrictions
  - b. Unsafe or inadequate Venue conditions
  - c. Actions or omissions of Client, guests, or other vendors
  - d. Client's breach of any provision of this Agreement
2. This indemnification shall survive the termination or expiration of this Agreement.

### **C. Limitation of Liability**

1. Culinary For Royalty's total liability for any claim arising under this Agreement shall not exceed the total amount paid by Client for the Services.
2. In no event shall Culinary For Royalty be liable for any indirect, special, incidental, or consequential damages, including but not limited to loss of use, loss of data, loss of profits, or loss of business, even if advised of the possibility of such damages.

3. Any claim arising from this Agreement must be brought within one (1) year from the date of the Event.

## **XIII. DISPUTE RESOLUTION AND ARBITRATION**

### **A. Mandatory Arbitration**

1. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation, or validity thereof shall be resolved by binding arbitration in accordance with the Illinois Uniform Arbitration Act (710 ILCS 5/1 et seq.).
2. The arbitration shall be conducted by a single arbitrator in Chicago, Illinois, in accordance with standard commercial arbitration procedures.
3. The arbitrator shall have exclusive authority to resolve all disputes, including but not limited to the existence, scope, validity, or enforceability of this arbitration provision.
4. This agreement to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction.

### **B. Arbitrator Selection and Proceedings**

1. The arbitrator shall be selected from a panel of neutral arbitrators with experience in food service or hospitality industry disputes.
2. The arbitration proceedings shall be conducted in English and shall be confidential.
3. The arbitrator shall issue a reasoned written decision within thirty (30) days of the conclusion of the arbitration hearing.
4. The arbitrator's decision shall be final and binding on all parties, and judgment on the award may be entered in any court having jurisdiction.

### **C. Costs and Fees**

1. Each party shall bear its own costs, attorneys' fees, and expenses associated with the arbitration, regardless of the outcome.
2. The costs of the arbitrator and arbitration facility shall be shared equally by the parties.
3. The arbitrator shall have no authority to award attorneys' fees or costs to either party unless specifically authorized by statute.

### **D. Class Action Waiver**

1. Client and Culinary For Royalty agree that any arbitration shall be conducted on an individual basis only, not on a class, collective, or representative basis.
2. The arbitrator shall have no authority to consolidate claims of different individuals or entities, or to award relief to anyone not a party to the arbitration.
3. This class action waiver is an essential part of this arbitration agreement and cannot be severed from it.

## **XIV. TERMINATION AND BREACH OF CONTRACT**

### **A. Termination by Notice**

1. Either party may terminate this Agreement without cause by providing written notice to the other party at least thirty (30) days prior to the Event date.
2. If Client terminates without cause, the Deposit and any other amounts paid shall be retained or refunded in accordance with the cancellation policy in Section V.
3. If Culinary For Royalty terminates without cause, all amounts paid by Client, including the Deposit, shall be refunded in full within fourteen (14) days.

### **B. Termination for Breach**

1. Either party may terminate this Agreement immediately upon written notice if the other party materially breaches any term of this Agreement and fails to cure such breach within seven (7) days of receiving written notice thereof.
2. Material breaches by Client include, but are not limited to:
  - a. Failure to make payments when due
  - b. Failure to provide required information or access
  - c. Misrepresentation of Event details or requirements
  - d. Violation of Culinary For Royalty's intellectual property rights
3. Material breaches by Culinary For Royalty include, but are not limited to:
  - a. Failure to maintain required licenses or insurance
  - b. Substantial deviation from agreed-upon Menu without approval
  - c. Failure to provide the agreed-upon level of staffing
  - d. Violation of applicable health and safety regulations

### **C. Effect of Termination**

1. Upon termination for Client's breach, Culinary For Royalty shall retain all amounts paid and may pursue additional remedies for damages incurred.
2. Upon termination for Culinary For Royalty's breach, Client shall be entitled to a full refund of all amounts paid, including the Deposit.
3. In all cases of termination, Client shall reimburse Culinary For Royalty for all non-recoverable expenses already incurred in preparation for the Event, including but not limited to:
  - a. Food and beverage purchases
  - b. Equipment rentals

- c. Staff scheduling commitments
  - d. Venue deposits or fees
4. Termination of this Agreement shall not affect any rights or obligations that accrued prior to termination.

## **XV. LEGAL COMPLIANCE AND REQUIRED DISCLOSURES**

### **A. Licensing and Permits**

- 1. Culinary For Royalty maintains all required licenses and permits to operate a food service business in Chicago, Illinois, including:
  - a. Illinois Food Handler's License No. 0040773
  - b. ServSafe Food Protection Manager Certification No. 23268288
- 2. Client is responsible for obtaining any permits or licenses required for the Event, including but not limited to:
  - a. Venue permits
  - b. Special event permits
  - c. Alcohol service permits (if applicable)
  - d. Health department temporary food service permits (if required)

### **B. Alcohol Service**

- 1. Culinary For Royalty does not provide alcoholic beverages unless specifically included in the Service Order and only if properly licensed to do so.
- 2. If Client provides alcoholic beverages:
  - a. Client is solely responsible for compliance with all applicable laws regarding alcohol service
  - b. Client must obtain any required permits or licenses
  - c. Client assumes all liability arising from alcohol service
  - d. Client must provide a designated bartender or hire professional bartending services
- 3. Culinary For Royalty reserves the right to refuse service to any individual who appears intoxicated and to discontinue alcohol service if it poses a safety or liability concern.

### **C. Consumer Protection Notices**

- 1. ARBITRATION NOTICE: THIS AGREEMENT REQUIRES THE USE OF ARBITRATION TO RESOLVE DISPUTES AND LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE. YOU HAVE THE RIGHT TO REJECT THE ARBITRATION PROVISION AS DESCRIBED IN SECTION XIII.

2. CANCELLATION POLICY NOTICE: PLEASE REVIEW THE CANCELLATION POLICY IN SECTION V CAREFULLY. THE DEPOSIT IS NON-REFUNDABLE EXCEPT IN LIMITED CIRCUMSTANCES.
3. ALLERGEN NOTICE: CULINARY FOR ROYALTY PREPARES FOOD IN FACILITIES THAT MAY CONTAIN ALLERGENS. CLIENT ASSUMES ALL LIABILITY FOR UNDISCLOSED ALLERGIES OR DIETARY RESTRICTIONS.

## XVI. GENERAL PROVISIONS

### A. Governing Law and Jurisdiction

1. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to any choice of law or conflict of law provisions.
2. Subject to the arbitration provisions in Section XIII, the parties consent to the exclusive jurisdiction of the state and federal courts located in Cook County, Illinois for any legal proceedings arising out of or relating to this Agreement.

### B. Severability

1. If any provision of this Agreement, or any portion thereof, is held to be invalid, illegal, void, or unenforceable by any court or tribunal of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect to the maximum extent permitted by law.
2. The parties agree that any such invalid, illegal, void, or unenforceable provision shall be modified and limited in its effect to the extent necessary to cause it to be enforceable, or if such modification is not possible, shall be deemed severed from this Agreement.
3. In such event, the parties shall negotiate in good faith to replace any invalid, illegal, void, or unenforceable provision with a valid, legal, and enforceable provision that corresponds as closely as possible to the parties' original intent and economic expectations.

### C. Entire Agreement and Modification

1. This Agreement, together with any Service Order and attachments specifically referenced herein, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written.
2. This Agreement may only be modified by a written instrument signed by both parties. Email exchanges confirming specific changes shall be considered written modifications if explicitly acknowledged by both parties.
3. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

**D. Assignment and Subcontracting**

1. Client may not assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of Culinary For Royalty.
2. Culinary For Royalty may assign this Agreement to a successor in interest in the event of a merger, acquisition, or sale of substantially all of its assets.
3. Culinary For Royalty may subcontract portions of the Services to qualified third parties, provided that Culinary For Royalty shall remain fully responsible for the performance of all obligations under this Agreement.

**E. Relationship of Parties**

1. The relationship between Culinary For Royalty and Client is that of independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship between the parties.
2. Neither party has the authority to bind the other or to incur obligations on the other's behalf without the other party's prior written consent.

**F. Survival**

1. Any provision of this Agreement that contemplates performance or observance subsequent to termination or expiration of this Agreement shall survive termination or expiration and continue in full force and effect, including but not limited to:
  - a. Payment obligations
  - b. Confidentiality obligations
  - c. Intellectual property provisions
  - d. Indemnification provisions
  - e. Dispute resolution provisions

**G. Force and Effect**

1. This Agreement shall become effective upon Client's payment of the Deposit.
2. Client acknowledges having read this Agreement in its entirety and agrees to be bound by all terms and conditions herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**CULINARY FOR ROYALTY LLC**