



This agreement ("Agreement") is made as of this ___ day of _____, 20___, between Chip's Pancake Truck, LLC ("Chip's"), a Connecticut company with its offices located at 321 Boston Post Road, Orange, Connecticut 06477, and _____ ("you"), a resident of _____.

1. The Event:

In exchange for the amount listed in **Schedule A** and the **General Terms**, which are attached hereto and which are made a part of this Agreement, Chip's agrees to host and cater your _____ on _____, 20___, which will begin at ___ a.m./p.m. and end at ___ a.m./p.m. and will take place at _____ ("Event"). The menu, staff, services, etc. that you select are listed on **Schedule B** attached hereto and made a part of this Agreement.

You guarantee that at least 30 Guests will be present for the Event. In order for Chip's to cater the Event you must guarantee and pay for at least 30 Guests for that Event. This means that even if, on the day of the Event, those Guests are not present for the Event, you will pay the per person cost for 30 Guests.

2. Payments & Fees:

Payments must be made by bank check, cash, or credit card.

3. Deposits:

If you do not pay for the Event in full at the time of signing the Agreement, you shall pay a deposit of 50% of the Total Event Cost, which will be based on the Estimated Number of Guests (30 or more Guests), on the same day that the Agreement is signed. **The deposit is non-refundable. Your initials:** _____.

4. Cancellation Policy:

- a. Chip's may cancel the Agreement or postpone the Event at any time and without penalty as a result of a strike, fire, flood, extreme weather conditions, death, and any other acts of God, or any cause beyond the control of Chip's, or by orders or regulations of any governmental authority, or failure of heating, air conditioning, water, gas, electricity or any other facilities necessary for the proper operation of the Truck.
- b. If Chip's cancels the Agreement, it does not have to cater the Event and will return all money paid by you and shall be released of all obligations under this Agreement.
- c. If you cancel the Event, you will forfeit your initial deposit, unless you rebook your Event for a date within 90 days of cancellation.

You and Chips have voluntarily executed this Agreement as of the date stated in the introductory paragraph.

Chip's Pancake Truck, LLC:

Client(s):

By: _____
KAIAFFA, LLC, Member, by
George Chatzopoulos, its
Representative and Chief Executive Officer

By: _____
Name:

General Terms:

A. Food/Drink Disclaimer: If you and/or any of the Event Guests have any food/drink allergies, it is your responsibility to notify Chip's of any such food/drink allergy. Chips will not be held responsible for any injuries or costs associated with any food/drink allergy. You hereby agree to indemnify, defend and hold harmless Chip's, its agents, servants and employees free from any claims for damages and/or lawsuits for any reason of any expenses or injuries related to a food/drink allergy of you or one of the Guests.

B. Indemnification: Chip's is entering into this Agreement based on the express condition that Chip's is not responsible for any claims for damages and/or lawsuits regarding the Event. This means that Chip's is not responsible for any losses, damages or injuries to you, your Event Guests, or any real property (real estate) and personal property, which may occur during the setup of the Event, during the Event, or during the cleanup of the Event. Accordingly, you agree that if anyone brings a claim, lawsuit or other action against Chip's for an alleged injury, harm, or damage that occurred at the Event, you will pay for an attorney to represent Chip's in defense of that claim, lawsuit or other action.

No provision contained in this Agreement shall in any way be construed as an assumption of liability by Chip's for any losses, damages or injuries.

C. Damage to the Truck: You agree to pay Chip's for any damages to the Truck caused by you, any and all Event Guests, and third-parties who attend your Event.

D. Definitions: (1) **"Guest":** A Guest is a person of any age who attends the Event, whether that person was invited or not invited by you. (2) **"Truck":** The Truck shall mean the Chip's Pancake Truck which will cater the Event.

E. General Terms:

(1) This Agreement shall be governed by the laws of the State of Connecticut, without the application of principles of conflicts of laws. All disputes arising out of, under, in connection with or relating to this Agreement shall be settled by arbitration in New Haven, Connecticut in accordance with the then current "fast track" rules of the American Arbitration Association using one arbitrator, and which shall result in a written, reasoned opinion. If Chip's and you cannot mutually agree on the selection of an arbitrator within 30 calendar days, then either may petition the American Arbitration Society or other alternative dispute organization (e.g., JAMS) for the appointment of such arbitrator. Judgment of the award rendered may be entered in any court having jurisdiction – the Courts of Connecticut. You shall bear your own costs relating to the arbitration.

(2) This Agreement may not be modified or amended except by an express written agreement signed by Chip's and you.

(3) This Agreement may be signed in counterparts and with facsimile or electronic signatures, all of which shall be deemed originals and one and the same document.

(4) Chip's does not waive any provision of this Agreement unless the waiver is made in a signed writing. The waiver by Chips of a breach of any provision of this Agreement shall not operate nor be construed as a waiver of any subsequent or other breach of the same or other provision of this Agreement.

(5) This Agreement shall be interpreted only within the four corners of the Agreement and shall in no way be interpreted by resorting to extrinsic or outside evidence (evidence other than this Agreement).

(6) This Agreement was drafted by Chip's attorney. However, for purposes of this Agreement, you waive any rule of construction that may require that ambiguities in this Agreement be construed against the drafter.

You have had the opportunity to have this Agreement reviewed by counsel of your choice.

Schedule A

Customer Information:

Name(s):

Address (es):

Telephone Number(s):

Cellular Phone Number(s):

Email Address (es):

Event Package:

In exchange for the Final Event Cost, you select the following Event Package: _____,
which includes the following:

Additional Notes:

State Tax:

Service Charge (18%):

Total Cost per person:

Estimated Number of Guests¹:

Estimated Total Cost:

Final Number of Guests: *To be provided by you no later than 7 calendar days prior to the Event.*

Final Event Cost: *To be invoiced by Chip's no later than 7 calendar days prior to the Event.*

Client Name: _____ **Client Signature:** _____

¹ At that time, Chip's will prepare an invoice for the total cost of the Event and **full payment of the Final Event Cost will be due by you no later than 5 calendar days prior to the Event.**

Schedule B

Services and Staff:

All of our Pancake Party Packages, detailed below, include pancakes that are served for two hours, along with coffee and tea. One Pancake Party Person will man the grill, freshly preparing pancakes while a second will focus on catering to your guests and providing the friendly, family-oriented service we are famous for. We will provide all the paper products and condiments, subject to any extra charges below. Prices do not include tax or gratuity.

Menu:

Package A:

Buttermilk Pancakes with 5 Regular Toppings; Bacon OR Sausage; 1 Juice.

\$600 for up to 30 Guests.

Add \$200 for each additional 15 Guests.

Package B:

Buttermilk Pancakes with 8 Regular Toppings; Bacon AND Sausage; 2 Juices.

\$700 for up to 30 Guests.

Add \$250 for each additional 15 Guests.

Package C:

Buttermilk Pancakes with 10 Regular Toppings; Bacon, Sausage AND Ham; 3 Juices

\$800 for up to 30 Guests

\$300 for each additional 15 Guests.

<i>Regular Toppings:</i> <ul style="list-style-type: none"><input type="checkbox"/> Chocolate Chips<input type="checkbox"/> Rainbow Sprinkles<input type="checkbox"/> Peanut Butter Chips<input type="checkbox"/> White Chocolate Chips<input type="checkbox"/> Butterscotch Chips<input type="checkbox"/> Cinnamon Chips<input type="checkbox"/> Caramel Chips<input type="checkbox"/> Lemon Chips<input type="checkbox"/> Pineapple Chunks	<i>Premium Toppings (add \$5.00 extra per Guest):</i> <ul style="list-style-type: none"><input type="checkbox"/> Fresh strawberries<input type="checkbox"/> Fresh blueberries<input type="checkbox"/> Fresh apple slices<input type="checkbox"/> Fresh banana slices<input type="checkbox"/> Toasted coconut<input type="checkbox"/> Pecans<input type="checkbox"/> Slivered Almonds<input type="checkbox"/> Toasted Walnuts<input type="checkbox"/> Macadamia Nuts<input type="checkbox"/> M&Ms<input type="checkbox"/> Reese's Pieces	<i>Syrups:</i> <ul style="list-style-type: none"><input type="checkbox"/> Maple-Flavored Syrup<input type="checkbox"/> Pecan Syrup<input type="checkbox"/> Apricot Syrup<input type="checkbox"/> Boysenberry Syrup<input type="checkbox"/> Real Vermont Maple Syrup (add \$2.00 extra per Guest)
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Add-Ons:

Scrambled Eggs, add \$3.00 per Guest.

Egg sandwiches, add \$4.00 per Guest.

Bottled Water, add \$1.50 per bottle.