

BARAZARTE & CO

FOOD — EXPERIENCES

Services Agreement

This Agreement was made effective as of _____ (mm/dd/yyyy) between: [client], (hereinafter "Client") and Barazarte Group, LLC, a Florida limited liability company d/b/a Barazarte&Co (hereinafter "B&Co"), which provides catering and hospitality services (the "Agreement"). This Agreement covers all present and future job assignments from B&Co. (the "Event" or "Events").

WHEREAS, Client and B&Co wish to enter into this Agreement, pursuant to the terms & conditions of set forth herein:

Proposal

A **non-refundable** deposit in the amount of \$100.00 USD (the "Deposit") is due for the preparation of the proposal, which will outline the details of service for the Event (the "Proposal"). The Deposit shall be applied to the final payment for services should the Client proceed with the Event, in accordance with the terms and conditions set forth in this Agreement.

Independent Contractor

B&Co, its employees, personnel, and permitted contractors performing services on behalf of Client are independent contractors and not employees of Client. Nothing in this Agreement, and no course of dealing between the parties, shall be construed to create or imply an employment, agency, partnership, or joint venture relationship between the parties or between one party and the other party's employees or agents. Neither party has the authority to bind or contract any obligation in the name of or on account of the other party or to incur any liability or make any statements, representations, warranties, or commitments on behalf of the other party, or otherwise act on behalf of the other. Each party shall be solely responsible for payment of the salaries of its employees and personnel.

Kosher Programs

For Kosher programs and Jewish Holidays ("Kosher Programs"), B&Co's only charge is labor services and event planning. This cost **does not include** the cost of any food, rentals, extra services, or accommodations.

The final menu for Kosher Programs will be confirmed with the Proposal, and all changes shall be made **72 hours before** the Event. Client accepts the offer by email or telephone confirmation acknowledging receipt and acceptance of the menu provided. If Client requires additional menu ideas or changes, such modifications shall be expressed as soon as possible. All menu changes must be submitted at least **72 hours before** the day of the Event. By accepting the menu and our offer to provide the grocery and services, you are entering a legal agreement between B&Co to provide the meals as indicated on the Proposal and for the Client's payment in accordance with this Agreement. Once you accept the menu, B&Co will shop for all necessary food items and ingredients and thereafter prepare and cook the meals for Client in Client's kitchen. Clients shall ensure that the kitchen is clean and ready at the scheduled time and pets and children are out of the kitchen area. Kosher Program Events require 50% of Proposal, along with travel expenses and accommodation in advance. Client authorizes food reimbursement to be charged on Client's credit card or added to the final invoice on the day of the Event.

Cancellations shall be handled in accordance with the Cancellation Policy below. If costs were incurred by B&Co for groceries prior to a cancellation, the cost shall be added to the final invoice, with payment due upon receipt.

Payment Policy

Event Confirmation

Your Event date(s) are booked on the B&Co calendar when the Proposal is signed, and 50% payment is received. The 50% payment is calculated on the estimated number of guests, location, type of event, food cost and labor. This does not include extra costs, including but not limited to the following: DJ's, dancers, limousines or transportation, musicians, flowers, extra rentals, decorations, massage therapists, hair stylist or any other needs or accommodations for a pleasant unforgettable time.

Obligations for Changes in Guest Count

During the Event, if there are more guests than confirmed in the Guaranteed Guest Count, as defined below, B&Co will charge the Client the additional cost per additional guest, calculated by B&Co. If there are fewer guests than confirmed in the Proposal, Client remains obligated to pay for the originally confirmed number of guests.

Final Payment

Any remaining balance (the "Final Payment") is due to be paid at the close of the Event. If the Event falls on a holiday, Client shall leave a signed check, transfer, or cash before the Event, to ensure Final Payment is made by the close of the Event. Please plan accordingly. Final payments are non-refundable.

Payment Methods

Cash

ZELLE: Barazartegroup@gmail.com

Wire transfers: Bank account Chase Barazarte's group, LLC.. Account number: 500781320 Routing number: 267084131

Paypal paypal.me/dbarazarte | Credit card | Square

For Credit cards, Square & Paypal 3.5% will be added for processing.

Clients may also submit payment through the Square link provided via email.

If payment is made by check and is returned for insufficient funds, a returned check fee of \$100.00 USD will be assessed.

Upon signature of this Agreement. Final Payment invoice may include flowers, rental, or any other difference requested by Client from the original Proposal, and all sums remaining shall be paid in accordance with this Agreement.

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Cancellation Policy

Cancellation Fees

If the Event is canceled with more than 30 days but less than 45 days prior notice, a cancellation fee equal to 30% of the total amount due is applicable as Final Payment.

If the Event is canceled within more than 14 days but less than 30 days prior notice, a cancellation fee equal to 50% of the amount due is applicable as Final Payment.

If the Event is canceled with 14 days or less prior notice, a cancellation fee equal to 80% of the amount due is applicable as Final Payment.

Cancellation Fee Due Date

Cancellation fees are due on the day the Event is canceled. Cancellation same day fee equal to 100% of the total as Final Payment.

Fees will be based on the guest count provided by Client 72 hours prior to the Event (the "Guaranteed Guest Count"); if Guaranteed Guest Count is not provided, the number of guests set forth in the Proposal will be used.

Payment Authorization

By signing this Agreement, Client authorizes B&Co to charge cancellation fees to the credit card provided and agrees not to dispute such charges.

General Terms and Conditions

Guest Count Proposal

Once Client provides a guest number, or estimates a guest number, B&Co will send a proposal based on that number.

Guaranteed Guest Count

Clients are required to confirm the final number of guests 72 hours before the Event date.

Proposal Update for Increased Guest Count

If more people attend the Event than the confirmed Guaranteed Guest Count, B&Co will charge the difference to the Client. An updated invoice will be provided reflecting the additional charges, with payment due at the close of the Event.

Proposal Update for Lower Guest Count

If the confirmed guest count is lower than the initially provided estimate, we will update the quote to reflect the reduced number, and Client will pay the adjusted amount.

Non-Confirmation of Guest Count

If Client does not confirm the Guaranteed Guest Count within the specified period, the guest count detailed in the Proposal or on writing shall be considered the Guaranteed Guest Count.

Indemnification and Limitation of Liability

Client agrees to indemnify, defend, and hold B&Co and its agents, officers, employees, affiliates, assigns, the ("indemnified Party"), harmless for, from and against any and all claims, actions, demands, losses, causes of action, liabilities, damages, fees, costs, or expenses (including reasonable attorney's fees) arising from Client's failure to comply with the provisions in this Agreement, including but not limited to any negligence or misconduct on the part of B&Co and its workers.

Each party's liability to the other party for any loss, cost, claim, injury, liability, or expense, including reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either party be liable to the other party for any indirect, special, consequential, or punitive damages.

Insurance Requirements

Client shall, at his or her expense, purchase and maintain insurance policies required for the Event(s), to include B&Co as an additional insured.

Modifications to Agreement

Any changes, additions, corrections, or modifications to this Agreement must be made and accepted in writing by both parties.

Assignment

This Agreement cannot be assigned by Client without the written consent of B&Co.

Force Majeure

B&Co is excused from obligations pursuant to this Agreement upon the occurrence of a qualifying event as defined in herein, that makes it impossible for B&Co to perform its obligations. A "qualifying event" is an act of war, terrorism, quarantine, epidemic or pandemic, weather or natural disaster, any governmental order or action, or any other event or emergency beyond the B&Co's reasonable control that makes it impossible for B&Co to perform its obligations under the Agreement.

Governing Law, Venue, Filing of Claims

This Agreement shall be governed by the laws of the state of Florida, in Miami-Dade County. Venue and jurisdiction for any legal action related to this Agreement shall be proper in the courts of the county in which B&Co company is located. Notwithstanding the foregoing, any claim relating to this Agreement shall be commenced prior to the expiration of 12 months following the Event or cancellation of the Event contemplated in the Proposal.

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Photography Consent and Image Release

Client expressly consents to the use of their voice, sound, Event set ups, Event shots and quotations by B&Co for promotional purposes. Client further grants to B&Co, its legal representatives and assigns, the unrestricted right to use and publish photographs of the Event for editorial, trade, advertising and in any other purpose, in any manner and medium, and to alter and copyright the same without restriction.

Non-Disclosure & Privacy

B&Co maintains a strict non-disclosure and privacy policy. No photography, name, or address of guests or clients will be used, exposed, or published.

Intellectual Property & Copyright

Using any intellectual property of B&Co for editorial, trade, media, promotions, advertising or business purposes must be properly labeled and tagged including B&Co's name and website ©. Footage taken for videos already aired requires full name and website©. Personal photos you want to use on any other website also need to include/mention/tag B&Co and website©.

Videos with personal recipes, shared with Clients need to include/mention/tag B&Co and website©. **Client's use of B&Co's intellectual property is not included in the Proposal, and requires B&Co's express consent.** Pricing is based per video not per day, due imaging, creative and exposure.

Client expressly agrees that any dissemination, distribution, copying, or original of menu, ingredient list, recipe, reports, manual, and photograph(s) of the Event is unauthorized and strictly prohibited for Client or its affiliates' promotion, self-advertising or other business purpose.

Remaining Balance Policy

By signing this Agreement, Client authorizes B&Co to charge Client's credit card on file for the Final Payment.

[Signature Page to Follow]

INTENDING TO BE BOUND, the parties have executed this Agreement as of the date first above written.

Client:

Signature: _____

Name: _____

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