

CATERING SERVICES AGREEMENT

THIS CATERING SERVICES AGREEMENT (the "Agreement") dated this _____
day of _____, _____

BETWEEN:

_____ of _____,
_____, New York, _____
(the "Client")

- AND -

Cheesy Chick LLC of 4100 Faber Lane, Clarence, New York, 14031
(the "Caterer").

BACKGROUND:

- A. The Client is of the opinion that the Caterer has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Caterer is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Caterer (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

1. The Client hereby agrees to engage the Caterer to provide the Client with services (the "Services") consisting of:
 - Catering private event, having a clean and durable food truck in the county of Erie.
2. The Services will also include any other tasks which the Parties may agree on. The Caterer hereby agrees to provide such Services to the Client.

Term of Agreement

3. The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended with the written consent of the Parties.
4. In the event that either Party wishes to terminate this Agreement prior to the completion of the Services, that Party will be required to provide 5 days' written notice to the other Party.

Performance

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Currency

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

Compensation

7. For the services rendered by the Caterer as required by this Agreement, the Client will provide compensation (the "Compensation") to the Caterer of a fixed amount of **\$0.00**.
8. A deposit of \$0.00 (the "Deposit") will be payable by the Client.
9. For the remaining amount, the Client will be invoiced after the work is complete.
10. Invoices submitted by the Caterer to the Client are due within 5 days of receipt.
11. The Compensation as stated in this Agreement does not include sales tax, or other applicable duties as may be required by law. Any sales tax and duties required by law will be charged to the Client in addition to the Compensation.

Reimbursement of Expenses

12. The Caterer will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.

Penalties for Late Payment

13. Any late payments will trigger a fee of 10.00% per month on the amount still owing.

Menu Guarantees

14. The Caterer agrees to provide the following menu items:
- Client can build our menu, add or change sides and/or beverages.

Confidentiality

15. Confidential information (the "Confidential Information") refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
16. The Caterer agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Caterer has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.

Ownership of Intellectual Property

17. All intellectual property including recipes, formulas or similar related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Caterer. The Client is granted a non-exclusive limited-use license of this Intellectual Property.
18. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Caterer.

Return of Property

19. Upon the expiry or termination of this Agreement, the Caterer will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

Capacity/Independent Contractor

20. In providing the Services under this Agreement it is expressly agreed that the Caterer is acting as an independent contractor and not as an employee. The Caterer and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Caterer during the Term. The Caterer is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Caterer under this Agreement.

Notice

21. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

a. _____,
_____, _____, New York,

b. Cheesy Chick LLC
4100 Faber Lane, Clarence, New York, 14031

or to such other address as any Party may from time to time notify the other, and will be deemed to be properly delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

Indemnification

22. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns that

occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Additional Clause

23. Client can change amount of guests, menu, or times within 1 week of the schedule event. No event will go into calendar, or catering to begin without a deposit.

Modification of Agreement

24. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

25. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

26. The Caterer will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Entire Agreement

27. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Enurement

28. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

Titles/Headings

29. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

30. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

31. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of New York, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

32. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

33. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signatures under hand and seal on this _____ day of _____, _____.

(Client)

Cheesy Chick LLC (Caterer)

Per: _____ (SEAL)