

## **CULINARY CONSULTANTS, INC. HOUSE SERVICE AGREEMENT**

THIS SERVICE AGREEMENT (“the Service Agreement”) is entered into this \_\_\_\_\_ day of September, 2005 by and between CULINARY CONSULTANTS, INC. (the “Service Provider”) and the BETA PI CHAPTER OF DELTA TAU DELTA located at 2317 Sheridan Road, Evanston, Illinois (the “Customer”).

The parties hereby agree as follows:

1. SERVICES PROVIDED: The Service Provider agrees to be a provider/consultant for the food and cooking services for the Customer and to perform the following specific tasks:
  - (a) The Service Provider shall assist Customer in hiring a chef;
  - (b) The Service Provider shall train the chef and assist the chef in menu preparation;
  - (c) The Service Provide shall consult on menu planning for Customer. Weekly menus will be presented to the Customer’s Steward no later than the Monday. Customer shall approve the menu and provide all changes by Thursday. The Food Provider may present menus for more than one week at a time;
  - (d) Service Provider agrees that it will order enough food and maintain a constant supply of food during the hours of service. (8am-7pm, m-f). Meals made by the chef shall include a variety of choices and enough food for number of individuals identified by the Customer as being on the Customer’s menu plan for breakfast, lunch and dinner for the designated period under contract;
  - (e) Meals are to be provided in a timely manner. Lunches are to be served buffet style in two rotations. The first rotation must be set out at 10:45 AM, and is to be replaced at 12:45PM, with a freshly cook batch of food. Dinner is to be completed no later than 5:30PM, but no sooner that 5:00PM to ensure the meal is fresh. The chef is expected to remain in the kitchen until all the food is served, to ensure everyone has enough and that everything is adequate. At this point, the chef is free to leave.
  - (f) The salad bar is to be kept stocked at all times, with lettuce, a variety of other vegetables, tuna or chicken salad, and deli meat. The deli meats should never be served in their wrappers, but set in a plate inside the salad bar. All these items, or suitable replacements

agreed upon by the Steward and Food Provider, must be present whenever the Salad Bar is out;

- (g) The Service Provider is responsible for maintenance of the kitchen at 2317 Sheridan Road and for making sure that the kitchen is cleaned daily and operates in compliance with all state, local and federal regulations;
2. TERMINATION: Either Service Provider or Customer can terminate the Service Agreement with two (2) weeks written notice to the other party. Notice to the Customer is satisfied when notice is provided to the Steward.
  3. TERM OF AGREEMENT: This Agreement shall begin \_\_\_\_\_ and end on \_\_\_\_\_.
  4. LIABILITY OF PARTIES: Neither party agrees to indemnify the other any negligence arising out of or related to the maintenance of the kitchen or the preparation of food. However, the Customer does assume liability for damage to food delivered by Service Provider for use of the Customer and stored at 2317 Sheridan Road, Evanston, Illinois once such food provided by the Service Provider and is in the sole possession of the Customer. The Customer understands that food is perishable and may be dangerous if improperly handled or stored.
  5. MAINTENANCE OF INSURANCE: The Service Provider shall supply proof of insurance and maintain liability insurance and any necessary employers liability and worker's compensation insurance necessary to cover any liability it may have related to this Service Agreement.
  6. FEES: The Customer agrees to pay the Food Provider per week for food that has been ordered for that specific week during the term of the Agreement. No payment shall be required on days when both the food service is not provided and school is not in session. The Customer agrees that the fees for food service are based on the attached price sheet (Exhibit "A"/customer's food budget.).
  7. EXCLUSIVE USE OF KITCHEN: Service Provider agrees that it will only use the kitchen located on Customer's premises for the purpose of providing the services enumerated in this Service Agreement. Service Provider will not use the kitchen to provide services for any other Customer.

8. MISCELLANEOUS: This Agreement shall be binding upon the parties, their successors, assigns and personal representatives. Time is of the essence on all obligations of the parties. This Agreement shall be interpreted and enforced under the laws of the State of Illinois.

Service Provider: \_\_\_\_\_

By: \_\_\_\_\_

Customer: \_\_\_\_\_

By: \_\_\_\_\_