

Rel' Eats LLC. Terms and Conditions, Allergy Disclaimer, & Privacy Policy

GENERAL POLICIES

SET UP SERVICES

- Private Dining Service includes complimentary set up upon client's agreement- serving dishes, tablecloth, table setting (disposable flatware, utensils, napkins), *light decor*, etc.
- Cocktail and Full Service Catering complimentary set up upon client's agreement- Client can choose to customize their package. Tablecloths and disposable packaging or serving dishes are available upon request.
- Additional services or setup cost additional fees (wire or stainless steel chafing stands, flatware, glassware, utensils, (glass or disposable (ex. Faux crystal), linens, full table setting, decor, photography, DJ, etc.).
- Servers cost an additional fee of \$25 an hour (each) for a minimum of 3 hours. For weddings and events with 100 or more guests, a minimum of 5 hours (1 server: 20 guests).
- All services include a 16% service fee of the total. Tips not included but appreciated.
- Service may require a sales tax. NYC Sales Tax is 8.875%
- Rel' Eats is based in Brooklyn, NY. Bookings may be subject to a travel or delivery fee. The travel fee starts at \$30.
- All requests must be made more than 72 hours in advance. After that, a \$50 rush fee.

****Special requests can be made. This May result in additional pricing.****

****The 50% deposit is due at least 4 weeks before the date of the event.****

**** Notice of 2 weeks or less requires a deposit or full payment the next day of inquiry.****

**** Due to Covid-19, Rel' Eats Private Chef Services may be altered to uphold the professional and serv-safe standards that the company abides by. Rel' Eats is willing to accommodate and still provide the best experience for you within their guidelines while ensuring you are safe and enjoying our services. Thank you!****

BREAKAGE/LOSS/LIABILITY: The client assumes full responsibility for any damage or loss of any equipment, including but not limited to tents, tables, chairs, linens, glassware, décor, china, or flatware. Any lost, stolen, or damaged equipment will be charged to the client at replacement cost. All equipment should be present and ready for pick up by Rel' Eats after the event. If Rel' Eats staff is not on-site for the event, the client is responsible for the safety of all food setup and serving including any heated

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chafing dishes left on site. Rel' Eats does not accept responsibility due to negligence by the client or any attendees of the client's event that causes any damage as a result.

FIELD KITCHENS, PREP AREAS, COOK STATIONS, COMPANY VEHICLES: Cases of food, food in the catering trucks/vehicles, food in any stations or designated areas, or very large food displays are not the property of the client. Clients are not allowed to go through catering field kitchens and catering vehicles. Cases of beverages in the caterer's designated areas are not the property of the client. Failure to abide by this may result in additional fees and are due within 3 days after the event. Clients must book the venue unless it's the Caterer's event. The venue and client must have an agreement based on these terms.

LEFTOVER FOOD POLICY: To ensure the safety of our clients and their guests, it is Rel' Eats policy to remove and discard any leftover food after the event (Full Service Catering and Private Dining). Any uneaten or non-consumed food or bottled beverages left on the buffet table/food station area may be given to the client upon request. We do not recommend serving leftover food as we cannot ensure safety in doing so, however, upon client request the above described leftover food and beverage may be taken by the client with a signed waiver form. The client will assume full responsibility and liability for the result of any leftover food served and consumed, with or without Rel' Eats knowledge.

DAMAGE WAIVER: Rel' Eats LLC and all of its affiliates will not be responsible for any damage to water lines, electrical lines, landscaping, buildings, or patio flooring due to rust stains, scrapes, or scratches. The Caterer assumes no responsibility for any damage or loss of any merchandise, equipment, furniture, clothing or other valuables prior to, during or after the event. Damage or loss of any equipment and/or tableware, not at the fault of the Caterer, will be charged to _____, hereinafter referred to as "the Client", based on current item pricing. Client understands that all property brought to the event location (excluding "Drop and Drop Set Catering Services"), including, but not limited to, all serving equipment, arrangements, skirting and linens, non-floral centerpieces, and all other property belonging to Caterer, shall be removed by the Caterer before caterer leaves event location unless arrangement have been made for next day pickup, whichever is

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previously agreed upon by both parties. If items were rented from a third party, responsibility for set up and pick up must be agreed upon by all designated parties.

Caterer Liability

Client absolves Caterer from any third party claims, except for actions caused by Caterer and/or the negligent conduct of its employees. This is to be reviewed by necessary parties based on claims.

Third Party Liability

Caterer assumes no responsibility for the conduct of guests, members and/or third parties hired to provide services outside of my agreement.

Arbitration

Should either party need to make a dispute or claim, both parties may agree to seek a third-party mediator or arbitrator for any disputes that arise as a result of this Agreement within 48 hours.

PROTEINS: When more than one protein is being served on a buffet or by servers, the client and the caterer will agree upon the ratio of proteins.

ALLERGY DISCLAIMER

Rel' Eats makes every attempt to identify ingredients that may cause allergic reactions for those with food allergies. However, there is always a risk of contamination from products such as milk, eggs, gluten, seafood, peanuts, and other nuts. Customers with food allergies must be aware of this risk and agree to disclose all allergies. Rel' Eats will not assume any liability for adverse reactions from the food consumed, or items one may come in contact with whilst eating any meals. Please ensure all info is disclosed, if not, I am not liable for the non-disclosure.

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BOOKING and ORDERING

EVENT ORDER POLICY: Due to the time it takes to prepare food orders, all orders need to be received by 3 pm at least 72 hours prior to your event. (Please note that some menu selections may require additional notice or substitution may be required).

RUSH ORDERS: While we are happy to accept last-minute Bookings, Inquiries received after 9 am 72 hours before your requested date, will be subject to a \$50 rush order fee to help offset the additional food/labor cost to process your order on short notice. Please note that product selection may be limited, so your flexibility is appreciated.

CANCELLATIONS: Upon signing/ agreeing to the contract and invoice, a 50% deposit is required for the total event. Payments can be made through Zelle or through the site's payment system upon receipt of the invoice. A credit card will be kept on file for the remaining balance. If you wish to cancel after 24 hours of paying your deposit, you will be charged up to 10% of the deposit. Cancellation 7 days before your event, is subject to a 25% charge on the estimated food and beverage costs. Events canceled after 7 calendar days, the cancellation charge is 50% and within 24 hours, a cancellation charge of 90% will apply. **No deposit, no confirmation of booking.** Any unpaid deposits upon receipt of invoice or by an agreed date (s) or payment remaining balance without appropriate notice results in **no refund and possibility of no further business.**

FINAL GUEST COUNT: Final count for all food and beverage orders is due 10 days prior to the requested date/event. Any bookings made within 2 weeks of the anticipated date are required to give a final count upon the same day of booking.

CHANGE ORDERS/ADDITIONS: Any additional cost for the event or services requested is due the same day of the remaining balance. These additional requests must be made at least 72 hours prior to the day before the event. Any changes made up after 72 hours before the day of the event will be subject to the Rush Order Fee of \$50. (Please note that some menu selections may require additional notice or substitution may be required. Rel' Eats has the right to deny any requests). If you wish to make a change or additions, please email your request at least 2 weeks prior to your event date. Your deposit is non-refundable, a new invoice will be sent to you with the

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adjusted remaining balance if you do make any changes or additions. 2 weeks to 72 hours before your event will incur Rush Order Fees which at that point sales are final.

PAYMENT POLICIES

EVENT RESERVATION: All events deposits are **non-refundable** and are used to confirm and hold event date(s). There is a 50% deposit of the total balance for all requests. This deposit goes towards the total and will confirm your booking.

EVENT DEPOSIT: Upon invoice agreement and/or signed contract, a 50% deposit is required to hold the event date (deposit is applied to the event and credit card will be held on file).

CHECKS: All checks should be made payable to Rel' Eats LLC.

PRICE CHANGES: All prices on our menus and website are subject to change without notice. All food products are chosen based on availability. We are not responsible for weather changes or price increases due to shortages of power, supply and demand or any unforeseen situation in the food or labor market. Appropriate notice will be given to the client.

SERVICE FEE: A 16% service fee applies to all orders and events. This fee helps cover other costs for producing your event including event coordinator planning time, client meetings, scheduling, order processing, accounting and vendor coordination for rentals and additional services.

SALES TAX: The State of New York requires sales tax to be applied to all service charges, hot and cold food, carbonated drinks, and or events with serving staff. Sales tax is applied to all labor, rentals, and administration fees. Tax-exempt organizations must provide documentation to retain on file. Please see New York State Sales Tax Rates, Additional Sales Taxes, and Fees *Tax Bulletin ST-825 (TB-ST-825)* for more info.

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DELIVERY FEE: Is per Vehicle based on location. Bookings may be subject to a travel fee or delivery fee. Fee to be determined upon request of services. Travel Fee starts at \$20 and may increase depending on location, distance, and requests for the event.

STAFF CHARGES: We can provide professional on-site staff for your event at the rate of \$25.00/hour with a 3-hour minimum for servers. 5-hour minimum for weddings or large events (100 or more guests). A minimum of 2 servers per request of 40 or more (1 server: 20 guests). Billing hours include event production from port to port with set up, food service, breakdown, and cleanup of food and beverage items. Any additional hours not included in the original contract will be added to your invoice and due within 3 days of the event. Failure to pay for additional hours will result in an **automatic charge of these fees** and possibility of **no further business**.

PAYMENT TERMS: All events are required to be paid in full at least 24 hours prior to your event. Clients have a grace period until 5pm the day before the event . For weddings and large events, it's 2 weeks prior. Any charges for additions or changes shall be due within 3 days after the event. **Any unpaid deposits upon receipt of the invoice or by agreed date (s) or payment remaining balance without appropriate notice results in no refund and possibility of no further business.** Any past due balances shall accrue interest at a rate of 1.5% per month. If both parties agree to have the client book or deposit used by a certain date or year (usually within 3 months of the deposit made), the client must book by then otherwise they forfeit the deposit and must rebook based on availability. Past due accounts over 30 days (or until the account is brought current) will be subject to pay the balance immediately and **will not be able to book Rel' Eats for any future requests. All final payments are non-refundable.**

COLLECTIONS: Clients will be responsible to pay all expenses and reasonable attorney's fees associated with any action brought to recover unpaid contract fees due to Rel' Eats LLC.

GRATUITIES: Although gratuities are not automatically included in your invoice and are not required, they are very much appreciated. You may add a gratuity by contacting the owner of Rel' Eats directly.

CERTIFICATES OF INSURANCE: If the venue needs to be added to the caterer's COI (certificate of insurance), please request the necessary info no later than 30 days before

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your event date. The cost of any additional certificates of insurance required for an event will be added to the client invoice. Pricing varies and Rel' Eats will notify you of this prior to confirmation of any requests.

PERMITS: If any permits are required from the local cities for your event, Rel' Eats will make clients aware or clients must inform the caterer, permits will be obtained, and clients will be charged applicable fees on behalf of Rel' Eats LLC. Rel' Eats can deny requests if permits are unattainable. If the venue needs to be added to the caterer's COI (certificate of insurance), please request the necessary info no later than 30 days before your event date.

PRIVACY POLICY: Any orders placed on the Rel' Eats website or directly with our staff will be kept private and used solely for the purpose of completing your order. All client emails will be saved in our system and included in future Rel' Eats mailings regarding updates, information or promotions related to our company. Your email or order information will never be shared or sold to any outside party at any time. **Should you wish to be removed from our email list, you can opt-out at any time or contact us at rel.eatsco@gmail.com if you wish to be removed.** Our payments made by credit cards are by a secure encrypted credit card processing system to ensure the safety and privacy of all transactions.

I HAVE READ AND UNDERSTOOD THE ABOVE TERMS AND CONDITIONS, ALLERGY DISCLAIMER, AND PRIVACY POLICY. IT MEETS WITH MY APPROVAL.

I CONSIDER OUR AGREEMENT DEFINITE AND CONFIRMED.

Terms and Conditions Updated June 2023.

***Thank you.
-Rel' Eats LLC***