PERFECT DAY events LLC

Terms and Conditions

1. Agreement. These Terms and Conditions (the “Terms & Conditions" or “Agreement”) form an integral part of the overall agreement between you (referred to herein as the “Client” or “you”) and Perfect Day Events LLC, a Pennsylvania limited liability company (“Perfect Day Events LLC”) and should be read prior to booking any services with Perfect Day Events LLC. When you send us your signed copy, or indicate so electronically, of the Terms & Conditions, you are acknowledging having read and understood all the provisions within these Terms & Conditions. Terms & Conditions are subject to change without notice.

2. Nature of Services. In hiring Perfect Day Events LLC, you understand and agree that the services requested of Perfect Day Events LLC may be performed by employed chefs, some may be contracted for hire through Perfect Day Events LLC, by service staff which are employees of Perfect Day Events LLC or contracted through a staffing agency, or by Perfect Day Events LLC coordinators, of whom may be employed by Perfect Day Events LLC or may be an independent contractor. For culinary services, our chefs will perform some or all of the following services for you: work with you to develop and create a personalized menu for your event(s), conduct all grocery shopping required to prepare the meal(s) designed by the chef, meal preparation and presentation, and kitchen clean-up. Our service staff will perform some or all of the following services for you: set up food and beverage stations, set up guest tables, bus tables for clients who rent china service, replenish food buffet or stations, serve guests, and clean up at the end of the event. Additional services may include styled food or beverage stations, alfresco style cooking set ups, event equipment and decor rentals, bartending services, day of coordination, event planning or event management (hereafter referred to as the “Services”).

3. Estimates. You will receive an estimate. You understand that any additions or deletions from the services, rentals, menu or scope of the engagement will be accomplished, through phone, electronically through e-mail or text to our main phone number at 717-208-2248. Confirmation of such changes will be reflected in notes made by Perfect Day Events LLC and included in the Client’s Perfect Day Events LLC file. Perfect Day Events LLC will send confirmation emails to the Client to confirm the nature of a change, such an e-mail is not a prerequisite to Client being bound for the cost associated with any modification of the estimate. Final costs are subject to change for various reasons including, but not limited to, the following:

a. Event Size. If your guest count increases substantially before the event, we will do our best to provide additional service staff, for which added cost Client shall be responsible. If we are unable to provide additional staffing an additional charge may be added to your final bill to cover the increase in duties. Likewise, if Client’s guest count decreases and the service staff Perfect Day Events LLC has arranged is no longer needed, there will be a minimum seventy-five dollar ($75) charge for each person we must take off the calendar.

b. Planning. You will note that “planning” is an item referenced in the estimate. This relates to the amount of time the chef, administrator, and/or coordinator dedicates to working with Client in planning the Client’s event.

c. Substitutions. The chef(s) on-site, to work for clients on behalf of Perfect Day Events LLC, reserves the sole discretion to substitute seasonal or specialty grocery items because of availability, freshness or quality.

d. Unforeseen Costs. Client is responsible for any additional costs which are unforeseen at the time the Agreement is entered into, but arise from issues beyond the reasonable control of Perfect Day Events LLC, this includes increases in costs of food or other materials required for the event. In other situations there may be other

unforeseen consequences that necessitate a modification in costs such as price increase due to demands, availability and substitutions for those items.

e. Gratuity. Gratuity is NOT included in the estimate or final invoice. It is at the discretion of the Client to choose to offer gratuity and the amount. If the Client would like to show appreciation to the chef(s) and service staff, many client's choose to pay staff directly at the conclusion of the event.

4. Payment to Perfect Day Events LLC

a. Deposit. A deposit amount will be reflected on the estimate and must be received by Perfect Day Events LLC within five (5) business days of the date on which a Client executes the Agreement. Specific dates will not be guaranteed until the deposit for the event is received by Perfect Day Events LLC.

b. General. Full payment is due on the date of the event, at its conclusion, unless otherwise specified. It is further understood and agreed that there may be additional incidental expenses about which Perfect Day Events LLC does not become aware until the conclusion of an event, and that Perfect Day Events LLC will adjust the final balance to reflect those adjustments.

c. Method of Payment. We accept cash, checks, and credit cards. Payment by credit card will incur a 3% convenience fee. Checks are to be made payable to: Perfect Day Events LLC.

d. Late Payments. A penalty of fifteen dollars ($15) per day (up to fourteen days) will be applied to all invoices outstanding after two (2) days following the conclusion of an event. Accounts not paid within fourteen (14) days are referred to an attorney to determine the best path of recovery and client shall be responsible for, and shall pay, any fees incurred by Perfect Day Events LLC incurred in collecting overdue amounts including attorneys' fees and court fees.

5. Cancellation Policy

a. Cancellation by Either Party. Either party may cancel forty-five (45) calendar days or more before the date of the event. In this situation, the full amount of Client's deposit will be refunded, less any out-of-pocket expenses incurred by Perfect Day Events LLC on behalf of Client's event .

b. Cancellation by Perfect Day Events LLC. Perfect Day Events LLC may cancel in the event it cannot obtain the appropriate service staff for a Client's event, or for a reason outside the reasonable control of Perfect Day Events LLC, but shall strive to give Client as much notice as possible. In the event of such cancellation, Perfect Day Events LLC will refund all amounts paid by Client up to the point of cancellation.

c. Cancellation & Postponement by Client. If Client cancels between forty-five (45) and fifteen (15) days prior to the date of the event, Client's deposit will be refunded to Client, after deducting the following fees:

i) a one hundred dollar ($100) cancellation fee

ii) reimbursement for any out-of-pocket expenses incurred by Perfect Day Events LLC on behalf of Client's event

iii) a fee of seventy-five dollars ($75) per service staff reserved on Client's behalf.

To the extent the deposit is insufficient to cover this, then Client shall be invoiced for the remaining balance.

Cancellation within fourteen (14) days or less of the date of the event will result in a full cancellation and the following fees:

i) forfeiture of Client's entire deposit

ii) reimbursement for any out-of-pocket expenses incurred by or for Perfect Day Events LLC on behalf of Client's event

iii) a fee of seventy-five dollars ($75) per service staff reserved on Client's behalf

To the extent the deposit is insufficient to cover this, then Client shall be invoiced for the remaining balance.

Client may elect to postpone the event, in this case, notice of postponing the event must be made in writing by emailing perfectdaycoordinators@gmail.com within 14 days of the event or the cancellation penalties outlined above will apply. A rebooking fee of one hundred dollars ($100) will apply. New dates must be within 90 days of the original date and are subject to Perfect Day Events LLC availability. Client may only postpone the event one (1) time, any more will result in a full cancellation resulting in the penalties listed above.

6. Invoices. All invoices include a detailed break-down of costs and fees which include, but are not necessarily limited to, the following:

a. Chef's Fee. The chef's fee is based upon the hourly rate set forth in the estimate which accompanied your Estimate, with a minimum of five (5) hours billed, and hourly increments billed after that. Any time beyond the contracted allocated time, Client will be billed an additional seventy-five dollar ($75) per hour, per chef, in one (1) hour increments, unless otherwise specified. The chef uses his or her time to: take your calls, create your menu, visit your event site and kitchen (if necessary), provide you an estimate, shop, reserve & order, travel to (but not from) the event site, prep, present the meal and clean up.

b. Service Staff. Depending on the menu, service staff may be required for your event. The service staff is arranged by Perfect Day Events LLC and charged to you per person per hour, unless provided otherwise in the estimate. Client will be billed in additional half shift increments.

c. Holidays. Holiday rates are calculated at one and a half (1.5) times the regular rate for chef and service staff charges. The following days or dates are considered holidays for this purpose: New Year's Eve (December 31) New Year's Day (January 1) Valentine's Day (February 14) Easter Sunday Memorial Day (last Monday in May) Independence Day (July 4) Labor Day (first Monday in September) Thanksgiving Day (fourth Thursday in November) Christmas Day (December 25).

d. Food and Beverage Costs. Food and beverage are direct costs. We do your shopping for all of the groceries needed to execute the Client's event and give you the grocery receipts for reimbursement, which will be added to the final invoice. We do not mark up these costs or profit from them in any way.

e. Delivery/Set Up Fee. A delivery or set up fee of up to two hundred and fifty dollars ($250) may be applied to events at locations that require extensive loading, unloading and set up locations (i.e. flights of stairs, large fields, uneven ground, far away unloading locations, no elevator access, etc.).

f. Special Purchases. Sometimes our clients request a menu for which their kitchen is not yet equipped. If special services or preparation time are required to accommodate Client's request(s), Perfect Day Events LLC will first determine if the items can be rented (e.g., guest tables and chairs, glassware, plates, event tent, etc.); in the unlikely instance they are unavailable for rental Perfect Day Events LLC may purchase the items. The amount of these special purchases will be included on your invoice; after the event they are yours to keep. To the extent you do not wish to keep such items, Perfect Day Events LLC reserves the right to charge a fee for removal of such items, and no credit against a Client's invoice will be given for their value.

g. Rental Fee. A Pennsylvania sales tax of 6% will apply. Client is responsible for breakage due to accidents and misuse by Client and/or their guests and is liable for the replacement value of broken item(s). Broken item(s) will be added to the final invoice. If the final invoice has already been paid, a new invoice will be issued and is due upon receipt.

h. Pantry Fee. Rather than purchasing every item needed to complete your menu or event (e.g. paper napkin, straws, trash liners, etc.) we may apply a nominal pantry fee to your invoice. Any food items are new and unopened upon arrival and for the Client to keep at the end of the event.

i. Administration/Coordination Fee. The administration or coordination fee is ten percent (10%). This is not gratuity. It is Perfect Day Events LLC's charge for office services such as securing service staff, coordinating details with venue, submitting quotes and menu drafts, invoicing, etc.

j. Bartender Gratuity. Perfect Day Events LLC allows bartenders to place a tip jar in an inconspicuous spot on the bar by default. Should Client not want a tip jar to be allowed, Client will be billed prepaid gratuity of $3 per guest, with a minimum of $60 per bartender. Should Client not want a tip jar to be displayed or accept tips from guests, Client will need to notify Perfect Day Events LLC in writing at least fourteen (14) days prior to the event. Our event bartenders are paid a less hourly rate than other staff members.

7. Insurance. Perfect Day Events LLC reserves the right to require that Client do either or both of the following, at Client's own expense: a) Make Perfect Day Events LLC an additional insured on Client's homeowners insurance policy; and/or obtain an HO-3 rider through Client's homeowner's insurance carrier which will protect chefs and service staff working for Client under the Agreement. If alcohol will be served at your event, we recommend Client speak to their homeowners insurance provider regarding host liquor liability insurance and special event insurance.

8. Indemnification. Client shall indemnify, defend and hold harmless Perfect Day Events LLC, and Perfect Day Events LLC's managers, members, employees and contractors (collectively the "Perfect Day Events Indemnified Parties") from and

against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and reasonable attorney fees and costs, that any of the Perfect Day Events Indemnified Parties may incur or suffer and that result from Client's breach or failure of Client to perform any of the obligations set forth in this Agreement, or from Client's negligence or any willful act, or the negligence or willful act of any of Client's agents, guests, associates, or related parties.

9. Limitation of Liability. The chef(s), service staff, supervisors, managers, coordinators, equipment and food prepared for Client are all provided by, through, or for Perfect Day Events LLC entirely at the Client's risk. Perfect Day Events LLC shall not be liable to the Client or Client's agents, guests, associates, or related parties for any loss or damage resulting from any defect in the services or food, or the failure of any equipment or supplies, regardless of whether Perfect Day Events LLC had any prior knowledge. Perfect Day Events LLC is not liable for any injuries sustained as a result of Perfect Day Events LLC's involvement at a Client's event, including but not limited to any injury resulting from the action or inaction of the chef or service staff, or sickness/allergic reaction from any food prepared. It is the responsibility of the Client to provide equipment in proper working order. If Client would like Perfect Day Events LLC to use their own plates, cooking equipment, glassware, etc. Perfect Day Events LLC assumes no responsibility for the breakage of those items. Use of those items are at the Client's risk. Perfect Day Events LLC will not be responsible for failure to execute the event as contracted due to Client's equipment failure or spoilage of food not stored properly. Perfect Day Events LLC will perform temperature checks of food at time of purchase, time of delivery and time of preparation. At any time the chef, or a certified ServSafe Manager, believes food has been compromised, he/she has the sole discretion to discard food to ensure the safety of the Client and their guests. Should the chef need to store groceries in a refrigerator or freezer, it is the responsibility of the Client that the equipment is working properly to keep the groceries cold at 34 degrees Fahrenheit in a refrigerator and/or -2 degrees Fahrenheit in the freezer until preparation time. Chef reserves the right to substitute food in the event food needs to be discarded or for equipment not working properly. Client will reimburse Perfect Day Events LLC for the cost of additional groceries and time to purchase them. It is the sole obligation of Client to determine the potential of Client or Client's guests for allergic reactions, and Client's obligation to affirmatively inform the chef of which ingredients pose a special threat for guests with food allergies.

Leftover food is at the discretion of the chef or a certified ServSafe Manager. No refunds for discarded groceries or prepared food will be issued. Any prepared food or groceries being left over must be stored in a properly working refrigerator (34 degrees Fahrenheit) or freezer (-2 degrees Fahrenheit) and discarded after 48 hours. Should such equipment not meet clean standards, space and temperature requirements, Perfect Day Events LLC will discard the food. Perfect Day Events LLC is not liable should equipment used to store food become disabled or begins to work improperly. Once Perfect Day Events LLC leaves the premises, Client and their guests(s) consume leftover food and groceries at their risk. Prepared food should be reheated to proper temperature before consuming. Consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of foodborne illness, especially if you have certain medical conditions.

10. Alcohol. If alcohol is to be served at a Client's event, it is the Client's obligation to procure all alcohol necessary for the event; however, Perfect Day Events LLC may assist Client in determining the amount and variety of beer, wine and liquor which may be appropriate given the nature of the event, and food to be served. While Perfect Day Events LLC service staff may assist a Client in the serving of alcohol, this is done under the strict direction and control of the Client. It is Client's sole and absolute obligation to ensure those served are of legal age. All bartenders, or servers serving alcohol, provided by Perfect Day Events LLC are RAMP (Responsible Alcohol Management Program) certified in the state of Pennsylvania. They are trained to card individuals who look 35 years of age or under. They have the right to refuse service of alcohol for those who do not produce a valid photo ID with birth date. They also have the right to 'cut off' any invisibly intoxicated guests or guests who appear to be under the influence of any other substance other than alcohol or guests who act in an obstructive or disorderly behavior. It is also Client's sole responsibility and liability to ensure that those who are attending an event who will be driving are not served alcohol

after their blood alcohol content reaches or exceeds the legal limit for intoxication for purposes of violations for driving under the influence. Perfect Day Events LLC alcohol service will end (last call) thirty (30) minutes prior to Perfect Day Events LLC staff departure. If using glassware, Perfect Day Events LLC may switch to use disposable cups one hour prior to last call. Disposable cups are included in all bar service packages.

11. Client's Responsibility to Perfect Day Events LLC. Before staff arrival your kitchen should be clean and tidy with a clutter free work surface. Any faulty equipment should be removed from the kitchen prior to staff arrival. On arrival, you must show the chef how your kitchen equipment works, including turning on any electrical appliances. Although Perfect Day Events LLC brings its own cookware, you should show the chef what equipment may be used for the event, including pots, pans, electrical equipment, plates, flatware, cutlery and glassware (if necessary), removing it from high cupboards. We ask that you provide ample storage space, in a properly working refrigerator or freezer. If you require certain cleaning products for kitchen clean up, please provide the products and give direction to the supervisor on duty. We ask that you supply extra trash liners. We will not tolerate any violent, threatening behavior, physical aggression or verbal abuse to any of our staff or representatives. We will not tolerate illegal drug use or drug abuse on the premises of the event. If this happens our team will vacate the property immediately and the booking will not continue. No refund will be issued. We kindly ask that no children or pets, except certified service animals, have access to the kitchen or areas where the food and beverage stations are located.

12. Placement Fee. Should Client hire or engage an employee, independent contractor, or sub-contractor of Perfect Day Events LLC directly, Client agrees to pay Perfect Day Events LLC an amount equal to twenty-five percent (25%) of all remuneration paid to such individual for the one (1) year period commencing on the date the individual first performs such direct services for Client, as a placement fee, regardless of the duration of employment or engagement or whether the worker is employed on a permanent, temporary or consulting basis. In no event may the compensation against which the placement fee owed to Perfect Day Events LLC is determined be less than reasonably comparable compensation for a similar position in a similar assignment. If Client fails to provide reasonably adequate proof of the total remuneration paid to the worker for the one (1) year period, then it shall be rebuttably presumed that the worker worked for the Client for 20 hours per week, for 12 weeks during the one (1) year period. Whether such a placement is with or without Perfect Day Events LLC's permission, Client is solely responsible, and Perfect Day Events LLC expressly disclaims all responsibility for, all background checks, contacts, references, interviewing, screening, and the drafting responsibility for any employment or other agreements. Perfect Day Events LLC makes no guarantee, express or implied, that the individual hired will remain with Client for any particular length of time, or that the individual's services will be of a certain quality.

13. Miscellaneous Provisions.

a. Severability. If a court holds any provision of the Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected unless an essential purpose of the Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

b. Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of foul weather, road blockages, power outages, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages or any other cause which is beyond the reasonable control of such party. In the event that Perfect Day Events LLC cannot provide the Services as planned, we will submit for payment an invoice for the labor and expenses incurred up to that point.

c. Choice of Law and Forum. The Agreement is entered into and is to be performed, and/or deemed performed, in Pennsylvania. The Agreement, and any dispute arising from the Agreement including the services provided by Perfect Day Events LLC, shall be governed by Pennsylvania law regardless of any conflict of law provisions, including any laws that direct the application of another jurisdiction's laws. The parties expressly submit to the jurisdiction of Pennsylvania in general, and specifically to the jurisdiction of the state and federal courts of Lancaster County, Pennsylvania for any dispute arising under this Agreement or related thereto.

Waivers. No waiver or amendment, including those by custom, usage of trade or course of dealing, of any provision of these Terms & Conditions will be effective unless in writing. One party's waiver of any default or breach under these Terms & Conditions by the other shall not constitute a waiver of any subsequent default or breach.

e. Signatures. These Terms & Conditions may be signed in counterparts, which together shall constitute one contract. Faxed and emailed signatures, or indication, shall be construed to be as valid as originals.

f. Survival. The rights and obligations of the parties under this Agreement shall survive any termination of this Agreement to the extent necessary to protect the rights and enforce the obligations of the parties.

g. Modifications. Except for verbal changes in the menu or scope of the Services as referenced above, the Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of the Agreement shall be binding unless it is in writing and signed by the party to be charged.

h. Notice of Terms and Conditions. Upon booking any service provided by Perfect Day Events LLC, Client will attest to having read these Terms & Conditions. These terms and conditions are also posted online at the Perfect Day Events LLC website, (the URL to which is www.PerfectDayCoordinators.com). Attestation of having read these Terms & Conditions and the availability of them on our website prior to booking an event shall be deemed to constitute actual notice to the Client of these Terms & Conditions and the Client shall be bound hereby.

i. Dispute Resolution and Attorney's fees. The parties agree to meet and confer in good faith to attempt to resolve any dispute arising out of the Agreement. To the extent mediation, arbitration or judicial proceedings involve enforcement or payment of money owed to a party, or for other fees or costs incurred by that party in enforcing its rights under the Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, including court costs, mediation or arbitration fees (if applicable).

Signature below indicates the Client has read and fully understood the terms & conditions of this document:

Client Signature: _____Date: _____