

REBELS IN THE KITCHEN SERVICE CONTRACT

THIS AGREEMENT (the “Agreement”) is entered into among:

**Donald Charette and Rawan Al Wadaa
(Operating as “Rebels in the Kitchen”)**

(“Rebels ITK”)

- AND -

[Customer Name]

(the “Host”)

WHEREAS, Rebels ITK are skilled cooks that deliver in-home cooking events and other high quality experiences; and

WHEREAS, the Host desires to hire Rebels ITK to provide some of the foregoing services at a specific site (the “Site”) at a certain time on a certain date (the “Event Date”), as set out under Schedule “A”, attached hereto;

NOW THEREFORE In consideration of the premises and mutual covenants and agreements herein contained, as well as additional consideration, the sufficiency of which is hereby acknowledged, Rebels ITK and the Host (individually a “Party”, and collectively the “Parties”) agree as follows:

1. **Services.** Rebels ITK shall provide to the Host on site cooking services, including providing certain ingredients and materials (the “Materials”), as specified and set out under Schedule “A”, attached hereto (the “Services”).
2. **Waivers.** The provision of the Services by Rebels ITK shall be conditional upon Rebels ITK obtaining an executed waiver in the form attached hereto under Schedule “B” (a “Waiver”) from every person attending or participating in the planned Services prior to the commencement of the Services.
3. **Rebels ITK Obligations.** Rebels ITK shall:
 - 3.1. Cooperate with the Host to coordinate the delivery of the Services leading up to the Event Date , and make best efforts to respond to communications from the Host;
 - 3.2. Provide personnel that it deems to be qualified and capable of delivering the Services;
 - 3.3. Provide the Materials;
 - 3.4. Bring and provide the equipment and tools necessary to provide the Services, except for the specified and enumerated Equipment which is to be provided by the Host (as later set out); and

3.5. Deliver the Services in a professional and skilled manner.

4. **Host Obligations.** Host shall:

- 4.1. Respond promptly to any reasonable requests from Rebels ITK for instructions, information or approvals required by Rebels ITK to provide the Services;
- 4.2. Ensure that the Site is suitable for the Services, and in a good condition such that it is safe for occupancy by Rebels ITK personnel and any persons attending or participating in the Services;
- 4.3. Make arrangements to ensure that the Site is available on the Event Date, and obtain all necessary permits or permissions for its use;
- 4.4. Supply the required equipment set out under Schedule "A" hereto (the "**Equipment**") in good, clean, and working conditions on the Event Date;
- 4.5. Assist Rebels ITK with obtaining an executed Waiver for every person attending and participating in the Services;
- 4.6. Identify all allergies and relevant health conditions of individuals that will be attending or participating in the Services in any capacity, and provide this information to Rebels ITK at least 7 (days) before the Event Date; and
- 4.7. Take all steps necessary, including obtaining any required licenses or consents, to prevent delays to Rebels ITK' provision of the Services.

5. **Deposit, Fees, and Returns.**

- 5.1. In consideration of the provision of the Services by Rebels ITK and the rights granted to Host under this Agreement, Host shall pay the fees set out under Schedule "A" hereto (the "**Fees**").
- 5.2. The Host shall pay 50% of the Fees to Rebels ITK no less than 7 days prior to the Event Date (the "**Deposit**"), and the balance of the Fees shall be paid no later than 48 hours before the Event Date, which shall together constitute payment in full for the performance of the Services.
- 5.3. Rebels ITK shall reserve the Event Date for the Host upon receipt of the Deposit, and shall maintain such reservation upon payment of the remaining balance of the Fees. If the Host does not make payment of the balance of the Fees at least 48 hours prior to the Event Date then Rebels ITK may cancel the booking and terminate this Agreement, and may keep 100% of the Deposit as a penalty.
- 5.4. If the Host terminates this Agreement or otherwise cancels the provision of the Services hereunder 48 hours or more before the Event Date, Rebels ITK shall keep 50% of the Deposit as a penalty, and shall return the remaining balance of the Deposit and of any paid Fees.
- 5.5. If the Host terminates this Agreement or otherwise cancels the provision of the Services hereunder less than 48 hours before the Event Date, Rebels ITK shall keep the full amount of the Deposit as a penalty, but shall return the remaining balance of any paid Fees.

- 5.6. Host shall be responsible for payment of harmonized sales tax (HST) or any other applicable sales tax on the Fees.
- 5.7. Any late payments shall bear interest at the lesser of the rate of 3% per annum or the highest rate permissible under applicable law, calculated daily and compounded monthly. Host shall also reimburse Rebels ITK for all reasonable costs incurred in collecting any late payments, including, without limitation, legal fees. In addition to all other remedies available under this Agreement or at law (which Rebels ITK does not waive by the exercise of any rights hereunder), Rebels ITK shall be entitled to suspend the provision of any Services if the Host fails to pay any Fees when due hereunder.

6. **Limited Warranty and Limitation of Liability.**

6.1. Rebels ITK warrants that it shall perform the Services:

6.1.1. In accordance with the terms of this Agreement;

6.1.2. Using personnel of commercially reasonable skill, experience and qualifications; and

6.1.3. In a timely, workmanlike and professional manner in accordance with generally recognized industry standards for similar services.

6.2. Rebels ITK further represents that:

6.2.1. The personnel providing the Services will include individuals that have obtained and continues to hold valid Emergency First Aid & CPR/AED Level C and Food Handling Certification; and

6.2.2. Rebels ITK carries valid general liability insurance with coverage of two million dollars.

6.3. REBELS ITK MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 6.1., ABOVE. ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

7. **Term, Termination and Survival.**

7.1. This Agreement shall commence as of its date of execution, and shall continue thereafter until the completion of the Services, unless sooner terminated pursuant to Section 7.2. or 7.3.

7.2. The Parties may terminate this Agreement, effective upon written notice to the other Party in the following circumstances:

7.2.1. If the other Party (the "**Defaulting Party**"), materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within 10 days after receipt of written notice of such breach;

7.2.2. If the other Party becomes insolvent or admits its inability to pay its debts generally as

they become due;

7.2.3. If the other Party becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within 7 days or is not dismissed or vacated within 45 days after filing;

7.2.4. Rebels ITK may terminate this Agreement if Host fails to pay the Deposit or the Fees when due as set out under Section 5, and Rebels ITK shall deal with any paid Deposit or Fees as set out therein; and

7.2.5. The Host may terminate this Agreement at any time, and their Deposit and any paid Fees shall be dealt with in accordance with the terms of Section 5 herein.

7.3. Rebels ITK may terminate this Agreement immediately and without notice, penalty, or further obligation in the following circumstances:

7.3.1. If the Host fails to provide Rebels ITK with access to the Site on the Event Date;

7.3.2. If on the Event Date the Site is not appropriately clean or is in any kind of state or condition that poses a potential health risk to the Rebels ITK personnel, the Host, or any of the individuals attending or participating in the Services;

7.3.3. If the Host fails to provide the required Equipment at the Site on the Event Date;

7.3.4. If the Host or any person attending or participating in the Services becomes excessively or unsafely drunk or inebriated on the Event Date in Rebels ITK' opinion;

7.3.5. In any circumstances where Rebels ITK have reason to believe that they or any individuals present at the Services are at risk of harm for any reason.

8. Limitation of Liability.

8.1. REBELS ITK WILL MAKE BEST EFFORTS TO PROVIDE THE SERVICES IN A SAFE MANNER AND TO IDENTIFY ALL POSSIBLE ALLERGY AND OTHER APPLICABLE HEALTH CONCERNS, BUT MAKES ABSOLUTELY NO GUARANTEES ABOUT THE QUALITY OR SAFETY OF ITS SERVICES OR PRODUCTS AND CANNOT GUARANTEE THAT THE SERVICES WILL BE FREE OF ALLERGENS.

8.2. IN NO EVENT SHALL REBELS ITK BE LIABLE TO HOST OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT REBELS ITK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

8.3. IN NO EVENT SHALL REBELS ITK'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR

PAYABLE TO REBELS ITK PURSUANT TO THIS AGREEMENT.

9. **Entire Agreement.** This Agreement, including and together with any related exhibits, schedules, attachments and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.
10. **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
11. **Amendments.** This Agreement may be altered, amended or terminated at any time, with the written agreement of all Parties.
12. **Waiver.** No amendment, waiver or termination of this Agreement will be binding unless executed in writing by the Parties to be bound hereby. No waiver of any provision of this Agreement will be deemed or will constitute a waiver of any other provision, nor will any such waiver constitute a continuing waiver unless expressly provided.
13. **Assignment.** Host shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Rebels ITK. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the Host of any of its obligations under this Agreement.
14. **Successors and Assigns.** This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective successors and assigns.
15. **No Third-Party Beneficiaries.** This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
16. **Choice of Law.** This Agreement, including all Schedules, schedules, attachments and appendices attached to this Agreement , and all matters arising out of or relating to this Agreement, are to be exclusively governed by, and construed in accordance with, the laws of the province of Ontario, and the federal laws of Canada applicable therein without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the province of Ontario.
17. **Choice of Forum.** Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement, including all Schedules, schedules, attachments and appendices attached to this Agreement, and all contemplated transactions, including contract, equity, tort, fraud and statutory claims, in any forum other than the courts of the province of Ontario. Each Party irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding. Each Party agrees that a final judgment in any such action, litigation or proceeding is conclusive and

may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

18. **Force Majeure.** The Rebels ITK shall not be liable or responsible to Host, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Rebels ITK including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of 30 days, Host shall be entitled to give notice in writing to Rebels ITK to terminate this Agreement.

19. **Electronic Execution.** This Agreement may be executed by the Parties in counterparts and may be delivered by facsimile or other means of electronic communication and all such counterparts, taken together, shall constitute one and the same agreement. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Agreement and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

[Signature Page Follows]

[Signature Page to Rebels ITK in the Kitchen Agreement]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Advisory Board Agreement as of date set forth below:

Dated: _____

Host

Name:

Rebels in the Kitchen

Rawan Al Wadaa

SCHEDULE "A"

Event Date and Site:

Rebels in the Kitchen shall deliver its services at _____(the Site) on _____ (the Event Date). The estimated time of arrival on the Event date shall be _____ and the estimated time of completion and departure by the Rebels ITK team shall be _____.

Services:

Rebels in the Kitchen shall provide the following services:

Equipment:

The Host shall provide Rebels ITK with the following equipment at the Site on the Event Date:

Fees:

SCHEDULE "B"

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS

PLEASE READ CAREFULLY!

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION

In consideration of **Rebels ITK in the Kitchen** ("**Rebels ITK**") permitting the individual named below ("**I**" or "**me**") to participate in on-site cooking events and other culinary experiences (the "**Activities**"), and for other good and valuable consideration, I agree to all the terms and conditions set forth in this agreement (this "**Agreement**").

ASSUMPTION OF RISKS

I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES INVOLVE MANY RISKS, DANGERS AND HAZARDS, INCLUDING BUT NOT LIMITED TO THE RISK OF SERIOUS INJURY, DEATH OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ANY AND ALL OF THE RISKS, DANGERS AND HAZARDS INVOLVED AND THE POSSIBILITY OF INJURY, DEATH OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE REBELS ITK OR OTHERWISE.

I hereby expressly waive and release any and all claims which I have or may in the future have against the Rebels ITK, its affiliates, and their respective partners, directors, officers, employees, agents, representatives, shareholders, successors and assigns (collectively, "**Releasees**"), on account of injury, death, or property damage, arising out of or attributable to my participation in the Activities, due to any cause whatsoever, including without limitation the negligence of the Rebels ITK or any other Releasee, breach of contract, or breach of any statutory or other duty of care owing under occupiers liability legislation or otherwise. I covenant not to make or bring any such claim against the Rebels ITK or any other Releasee, and forever release and discharge the Rebels ITK and all other Releasees from liability under such claims.

I undertake to act reasonably and with care while participating in the Activities, and acknowledge that my actions and behavior may affect myself, other releasors, Rebels ITK, and the Releasees participating in the Activities. If I consume alcohol or other inebriating substances during the Activities I shall do so in a safe manner and at my own risk, and I undertake that if I do so I shall make arrangements to obtain safe transportation after the Activities such that I will not drive home in an inebriated or unsafe state.

I shall defend, indemnify and hold harmless the Rebels ITK and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable legal fees, in connection with any third-party claim, suit, action or proceeding arising out of or resulting from my negligence or reckless behavior during the Activities.

MISCELLANEOUS

This Agreement constitutes the entire agreement of the Rebels ITK and me with respect to the subject matter contained herein and supercedes all prior and contemporaneous understandings, agreements,

representations and warranties, both written and oral, with respect to such subject matter.

If any term or provision of this Agreement is held to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

This Agreement is binding on and shall enure to the benefit of me and my heirs and next-of-kin, and the Rebels ITK and its successors and assigns.

This Agreement shall be governed by and construed in accordance with the laws of Ontario and the federal laws of Canada applicable therein. Any claim or cause of action arising under this Agreement may be brought only in the courts of Ontario, and I hereby consent to the exclusive jurisdiction of such courts.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY WAIVING SUBSTANTIAL LEGAL RIGHTS (ON MY BEHALF AND ON BEHALF OF MY HEIRS, EXECUTORS, ADMINISTRATORS AND NEXT-OF-KIN), INCLUDING THE RIGHT TO SUE THE REBELS ITK AND THE RELEASEES.

The Releasor

Dated: _____

Name:

I am the parent or legal guardian of the minor named below. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release of Liability and Waiver of Claims and its application to the minor or child named below.

The Releasor

Participant Name / Releasor:

Dated: _____

Parent Name:

Witness

Dated: _____

Name: