



CELEBRITY CHEF PRIVATE DINING EXPERIENCE DONATION AGREEMENT

This Celebrity Chef Private Dining Experience Donation Agreement (Agreement) is made and entered into on the ___ day of _____, _____, by and between **Mike Newton**, Chef and Owner of **Cowboy Chef Newton, LLC** (herein referred to as “Chef”) and _____ (herein referred to as “Charity”).

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter, the parties agree as follows:

1. Terms

- A. Chef agrees to the donation of services as described hereinbelow, to be auctioned on the ___ day of _____, _____ at the _____ (“Auction Event”), an event benefiting Charity.
- B. Charity will provide Chef \$600 for food necessary for completion of the donated service (Herein referred to as “Dinner Event”), payable within 14 days of Auction Event or 7 days prior to preparation and service of the Dinner Event as scheduled by the Auction Winner (Herein referred to as “Host”), whichever comes first. Payment will be made in cash or check made payable to Cowboy Chef Newton, LLC or via PayPal invoice submitted by Chef, according to a W-9 form provided by Chef.
- C. A reserve price of \$900 will be set on the Auction Item for payment for kitchen assistants and for Chef’s time and essentials, payable to Chef within 14 days of Auction Event or the time of service of the Dinner Event, whichever comes first. All proceeds in excess of this reserve will benefit Charity.
- D. Charity agrees to provide receipt for donation in the amount of \$3,000 to Chef.
- E. Chef may attend Auction Event and must arrive no later than 30 minutes prior to Live Auction. If Chef is able to attend, he will remain at Auction Event until at least his portion of the Live Auction, if applicable, has been completed and will speak briefly to introduce/describe offering at event. A video of Chef on the MasterChef program will be provided to Charity to use for media purposes and introduction of Auction item.
- F. Chef will be available for photographs for media releases and promotion.

- G. Media release will be made by Charity.
- H. Charity will provide a .jpg file of their logo and/or the event logo as available along with directions or links to any event websites to Chef within 5 days of signing this Agreement.
- I. Charity will provide 2-6 complimentary seats at Auction Event for Chef and his guests if Chef is able to attend. Chef will RSVP for attendance at least 2 weeks prior to event.
- J. When bids exceed \$5,000 at Live Auction, Chef may offer to “Double Down”, and Charity will be able to sell 2 Celebrity Chef Private Dining Experiences with all terms contained within applicable to both events.
- K. Cowboy Chef Newton will be recognized as an Event Sponsor and will be recognized on any Sponsor Board and on the Event and Charity website and social media pages.

2. Services Provided

- A. Charity hereby agrees to engage Chef to provide:
 - a. One private dinner for up to 10 people, to include a minimum of 4 with a maximum of 5 courses with suggested wine pairings, prepared by Chef (“Dinner Event”).
 - b. Chef will provide all food, catering equipment and kitchen assistants necessary for the preparation of food. Plates, silverware and glassware, tables, chairs, tablecloths or other items necessary for Dinner Event must be provided by Host.
 - c. Wine, liquor or other alcoholic beverages will not be provided by Chef, and, if desired, are the responsibility of Charity or Host unless otherwise arranged prior to the event. All wine and alcohol pairings will be decided upon between Chef and Host.
 - d. Chef will mingle with guests before, after and during dinner as time permits.

3. Assignment

- A. This Agreement shall not be assignable by either party without the prior written consent of the other party. Subject to the foregoing limitation, this Agreement shall inure to the benefit of and be binding on the successors and assigns of the respective parties.

4. Event Guidelines

- A. Dinner Event Dates
 - a. Host will coordinate with Chef directly to schedule date for Dinner Event.
 - b. Dinner Event must be completed no later than _____,_____.
 - c. Chef must have a minimum of 10 days to plan Dinner Event, and date must be agreed upon by both Chef and Host.
- B. Chef Responsibilities
 - a. Chef will provide food, catering equipment and kitchen assistant(s) for the Dinner Event.
- C. Host Responsibilities
 - a. Host will provide all necessary plates, silverware, glassware, tables, chairs and tablecloths necessary for Dinner Event.

- b. Dinner Event will take place at Host's home or any other location secured by Host and agreed upon between Host and Chef. Venue must have kitchen facilities adequate for Chef to complete preparations.
- c. Host will be financially responsible for any and all additional services requested by Host not included in this Contract. Any additional services requested shall be made in writing no later than 7 days prior to the event date with a 50% deposit due at the time of request and balance due at the Dinner Event.

D. Menu to be Served

- a. Menu will be determined between Host and Chef not later than 7 days prior to the Dinner Event.
- b. Chef reserves the right to make small changes to the menu if key ingredients are unavailable due to reasons beyond the control of both parties.

5. Force Majeure

- A. Chef shall not be liable for the losses resulting from nonfulfillment of any terms or provisions of this Contract, if Chef is prevented or delayed from performing in whole or part because of war, riot, strike or flood or by any other act or occurrence not within the reasonable control of Chef, which Chef could not prevent.

6. Entire Agreement

- A. This Agreement constitutes the entire Agreement of the parties with respect to the subject matter, and supersedes any and all other agreements, understandings, statements, or representations, either oral or in writing.

7. Signatories

- A. This Agreement shall be signed by Mike Newton on behalf of Cowboy Chef Newton, LLC and by _____ on behalf of Charity and shall be effective as of the first date written above.

Executed and delivered by its duly authorized representative as of the date first written above:

Mike Newton

Date Signed

Charity: _____

Date Signed