



**Chowgirls Classic Catering**

**336 Hoover St. NE**

**Minneapolis, MN 55413**

**Phone: 612.203.0786**

**Fax: 612.395.5557**

**[www.chowgirls.net](http://www.chowgirls.net) [hq@chowgirls.net](mailto:hq@chowgirls.net)**

At Chowgirls, we pride ourselves in leading the way – with seasonal upscale dishes, thoughtful hospitality, sustainable solutions, and standout experiences. A certified women-owned and value-based business, we make mindful decisions, crafting quality food with respect for both people and planet. Here are the ways we make a difference:

**SUSTAINABILITY** We walk the talk when it comes to local and organic, executing lovely seasonal menus with only the freshest fare.

**FOOD RESCUE** As founding members of Minnesota Central Kitchen, we're proud to lead the way in food rescue while sharing extra food with hungry families in our community.

**DIVERSITY, EQUITY, & INCLUSION (DEI)** A team of inter-departmental employees representing a variety of life experiences, Juntos serves to guide our DEI goals both internally and externally. We prioritize our staff by creating a safe, sane, and social workplace, offering living wages, health and dental insurance, and other wellness benefits to all employees and focus on equitable hiring.

At Chowgirls, we take our mission and our clients very seriously – while still having fun and throwing the best parties in the business! We'd love so much to bring our joy and values to your next event, so let us know what we can do to help make your own vision come to life.



**Chowgirls Classic Catering**

**336 Hoover St. NE  
Minneapolis, MN 55413  
Phone: 612.203.0786  
Fax: 612.395.5557**

**www.chowgirls.net   hq@chowgirls.net**

**Family Style Sample Menu**

---

<b>Prepared For:</b>	Chowgirls Catering	<b>Event Date:</b>	1/1/2025 - Wednesday
<b>Address:</b>	336 Hoover St. NE Minneapolis, MN 55413	<b>Phone:</b>	
<b>Proposal #:</b>	224613	<b>Guest Count:</b>	100
<b>Service Style:</b>	Family Style	<b>Occasion:</b>	Wedding
<b>Event Type:</b>	ATT/ Family		
<b>Event Specialist:</b>	Caitlyn English caitlyn@chowgirls.net		
<b>Venue:</b>	*Contact Address*	<b>Last Change:</b>	11/9/2022

---

**Family Style Dinner Menu**

A 15% overage is required on all family style menu items to ensure generous portioning at each table.

**Passed Appetizers**

**Rumaki**

Bacon-wrapped water chestnuts and dates coated in a tangy barbecue chili sauce. Served sizzling hot. GF, DF

**Seasonal Baby Polenta Cake**

Crisp and buttery polenta cakes topped with our chef's choice, best of the season cheeses and vegetables. GF, V

**Big Woods Blue Canapé**

Shepherd's Way blue cheese and local honey on a bite-sized wine biscuit, topped with a Marcona almond and a roasted grape. V

**Family-Style Dinner**

**Bread Basket**

Locally baked baguette, house-made focaccia and seeded lavash, served with whipped fresh-herb Hope Creamery butter. V

### **Field Greens & Fruit Salad**

Our signature salad! Fresh or dried seasonal fruit, Southern-Spiced Pecans, goat cheese and balsamic vinaigrette atop mixed greens. V, GF

### **Organic Vegetable Platter**

Our signature side. Simple grilled and roasted seasonal vegetables, including carrots, beets, and other farmers market finds. Served room temp with tarragon aioli and saffron aioli. VV, GF

### **Sumac-Roasted Potatoes**

Roasted red potatoes with sumac and fresh dill, tossed with grilled red onions and a side of our house-made tzatziki. V, GF, VV upon request

### **Sirloin Steak**

Peterson Farm's grass-fed beef, herb-rubbed, and grilled medium rare. Served sliced with chimichurri. GF, DF

### **Grilled Bone in Chicken - Brown Sugar Brine**

Larry Schultz chicken brined overnight in a secret recipe of spices and brown sugar, finished with Hope Creamery butter. GF

### **Vegetarian Option - Plated**

#### **Spinach & Butternut Lasagne**

Individually-baked lasagne of roasted butternut and spinach, toasted pine nuts, ricotta, mozzarella, and rosemary béchamel. V

### **Dessert Station + Cutting Cake**

#### **6" Cake - Essential**

Unique and classic seasonal flavors from our pastry team.

Serves 12-14

Chocolate Cream Cheese

Double Chocolate

Funfetti

Lemon Cream Cheese

Vanilla Bean

#### **Bites Bonanza - Deluxe**

Chef's choice bite-size desserts, options include cheesecakes, cream puffs, pate de fruit, truffles, macarons, tartlets, petite vessel desserts, and more!

### **Food**

<b>Qty</b>	<b>Description</b>		<b>Unit Price</b>	<b>Total</b>
100	Rumaki	T,S	<b>\$2.50</b>	<b>\$250.00</b>
100	Seasonal Baby Polenta Cake	T,S	<b>\$3.25</b>	<b>\$325.00</b>
100	Big Woods Blue Canapé	T,S	<b>\$3.00</b>	<b>\$300.00</b>
100	Bread Basket	T,S	<b>\$4.00</b>	<b>\$400.00</b>
115	Field Greens & Fruit Salad	T,S	<b>\$6.25</b>	<b>\$718.75</b>
115	Organic Vegetable Platter	T,S	<b>\$7.50</b>	<b>\$862.50</b>
115	Sumac-Roasted Potatoes	T,S	<b>\$5.00</b>	<b>\$575.00</b>
52	Sirloin Steak	T,S	<b>\$19.00</b>	<b>\$988.00</b>

52	Grilled Bone in Chicken - Brown Sugar Brine	T,S	<b>\$18.00</b>		<b>\$936.00</b>
10	Spinach & Butternut Lasagne	T,S	<b>\$16.00</b>		<b>\$160.00</b>
1	6" Cake - Essential	T,S	<b>\$56.00</b>		<b>\$56.00</b>
250	Bites Bonanza - Deluxe	T,S	<b>\$4.00</b>		<b>\$1,000.00</b>

<b>Food Subtotal</b>	<b>\$6,571.25</b>
<b>Per Person Total</b>	<b>\$65.71</b>

**Beverage**

<b>Qty</b>	<b>Description</b>		<b>Unit Price</b>		<b>Total</b>
100	Fruit Water	T,S	<b>\$0.75</b>	<b>Each</b>	<b>\$75.00</b>
	Seasonal infusions of fresh fruit and herbs, served in a clear beverage tureen.				

With Compostable 10 oz cups

<b>Beverage Subtotal</b>	<b>\$75.00</b>
--------------------------	----------------

**Rental**

<b>Qty</b>	<b>Description</b>		<b>Unit Price</b>		<b>Total</b>
110	Buffet Place Setting	T,S	<b>\$4.75</b>	<b>Each</b>	<b>\$522.50</b>
	Buffet place setting includes: 11" plate Fortessa Dinner Fork Foretssa Dinner Knife Water Glass Linen Napkin				

40	Platter	T,S	<b>\$7.50</b>	<b>Each</b>	<b>\$300.00</b>
----	---------	-----	---------------	-------------	-----------------

<b>Rental Subtotal</b>	<b>\$822.50</b>
------------------------	-----------------

**Other Inventory**

<b>Qty</b>	<b>Description</b>		<b>Unit Price</b>		<b>Total</b>
300	Napkins - Cocktail	T,S	<b>\$0.00</b>		<b>\$0.00</b>

<b>Other Inventory Subtotal</b>	<b>\$0.00</b>
---------------------------------	---------------

**Staffing**

Includes portal to portal labor for staff necessary to execute your event. Labor charges are based on guest count, service style, venue eccentricities and menu details. Labor charges will be updated based on final details.

<b>Qty</b>	<b>Description</b>		<b>Unit Price</b>		<b>Total</b>
1	Assistant Event Manager	T,S	<b>\$380.00</b>		<b>\$380.00</b>
	Chowgirls requires an Assistant Event Manager at every plated event. This person acts as the lead server managing the front of house execution during plated dinner service.				

1	Chef	T,S	<b>\$300.00</b>		<b>\$300.00</b>
---	------	-----	-----------------	--	-----------------

1	Event Manager	T,S	<b>\$480.00</b>		<b>\$480.00</b>
---	---------------	-----	-----------------	--	-----------------

Chowgirls requires an Event Manager at every staffed event no matter the size or scope as this individual acts as the staff lead and catering point of contact. This person ensures Chowgirls service and food standards are upheld and timeline is maintained.

2	Party Cook	T,S	\$300.00	\$600.00
6	Server	T,S	\$300.00	\$1,800.00
<b>Staffing Subtotal</b>				<b>\$3,560.00</b>

<b>Charges:</b>	\$11,028.75
<b>25% Operations Charge:</b>	\$2,757.19
<b>Subtotal:</b>	\$13,785.94
<b>8.025% Sales Tax:</b>	\$1,106.32
<b>Post-Tax Subtotal:</b>	\$14,892.26
<b>Payments:</b>	\$0.00

<b>Total:</b>	\$14,892.26
<b>Gratuity:</b>	_____
<b>Balance Due:</b>	_____

**Deposit Amount: \$2,000.00**

**Final Balance Due: 12/22/2024**



# Contract

**Chowgirls Classic Catering**

**336 Hoover St. NE**

**Minneapolis, MN 55413**

**Phone: 612.203.0786**

**Fax: 612.395.5557**

**www.chowgirls.net hq@chowgirls.net**

---

<b>Prepared For:</b>	Chowgirls Catering	<b>Event Date:</b>	1/1/2025 - Wednesday
<b>Address:</b>	336 Hoover St. NE Minneapolis, MN 55413	<b>Phone:</b>	
<b>Contract #:</b>	224613	<b>Event Title:</b>	Family Style Sample Menu
<b>Service Style:</b>	Family Style	<b>Guest Count:</b>	100
<b>Event Specialist:</b>	Caitlyn English caitlyn@chowgirls.net	<b>Occasion:</b>	Wedding
<b>Event Total:</b>	\$14,892.26	<b>Per Person:</b>	\$148.92
<b>Deposit:</b>	\$2,000.00	<b>Deposit Due:</b>	
<b>Venue:</b>	*Contact Address*	<b>Last Change:</b>	11/9/2022

---

## **Agreement Including COVID-19 Contract Terms**

This Agreement is between Chowgirls, Inc. ("Chowgirls") and the Undersigned Client ("Client"). This Agreement outlines the policies of Chowgirls for Event Catering and other Services for Client's Event Date. Anything related to COVID is foreseeable and therefore is NOT force majeure. The parties agree and acknowledge that at the time we are entering into this contract, there is a COVID-19 pandemic and agree and acknowledge that any prohibitions on holding events, including government orders related to COVID, or behavior related to public perception about COVID, are NOT force majeure.

1. The Parties agree enhanced health and safety measures may be implemented for the new or existing event date including, but not limited to the following:

i. Mandatory use of sanitation stations;

- ii. Use of gloves for cleaning, food prep and clearing;
- iii. Adherence to the state of MN and local mandates;
- iv. Chowgirls reserves the right to augment or change the service style to maintain safety protocols.

2. The Parties agree that the cost to Clients of Chowgirls goods and services may increase from the original Agreement, if applicable, based on the new required safety measures, seasonal availability of goods, and labor and other increased costs on the new date, if applicable.

3. The Parties agree that any price increase will be paid with the final balance, as listed in the original Service Agreement, fourteen (14) prior to the new event date.

4. Any other unpaid fees accumulated on or before the event date shall be billed according to the original agreement.

5. Except as set forth in this Amendment, the original terms of the Agreement remain unaffected and shall continue in full force and effect. Where there is conflict between the terms of the Agreement and the Amendment, the terms of the Amendment will prevail.

6. All other terms and conditions placed upon the Parties in the Original Agreement shall remain in full force and effect. This Agreement modifies only the terms detailed in the above Section 1. No other provisions of Original Agreement should be construed as modified by this Amendment. Where there is conflict between this Amendment and the Original Agreement, this Amendment shall control.

7. Chowgirls and Client shall indicate mutual acceptance of this Amendment and the terms and conditions contained herein by signing and dating below:

#### Cancellation

In the event of cancellation 10 days or more prior to event, any payment over the non-transferrable, non-refundable booking fee is transferrable. In the event of cancellation less than 10 days prior to event, 100% of payment is nonrefundable and non-transferable.

### **1. Chowgirls Services**

Chowgirls looks forward to providing Event Catering and other Services for Client's Event Date. Chowgirls' Services include an initial consultation and two follow-up planning meetings at Chowgirls' offices. Most communication with Client can easily take place via phone or email. Ensuring all guests are able to safely consume and enjoy Chowgirls fare is important to us. Chowgirls is not an allergen-free facility, however we are cognizant of guests' dietary needs and restrictions and use industry standard best practices to avoid cross-contamination. It is the responsibility of the client to communicate any food allergies to Chowgirls Catering.

a. Attended Full-Service Events. Chowgirls will staff the event; which includes setting up, serving, maintaining, and cleaning throughout the event. Chowgirls will arrive a minimum of 1 hour before event and depart approximately 1 hour after serving. If Chowgirls employees are required outside of those hours, client will be charged an additional \$45.00 per hour (or portion thereof) per employee. Labor prices include set up, passing, buffet maintenance, clean up, and use of Chowgirls serving equipment for buffet and passed events. Additional fees may apply for additional equipment or event services. Chowgirls may substitute ingredients in the event of unavailability. Special request menu items may be subject to additional fees. Chowgirls is not responsible for property damage or loss.

The Client must provide an estimated guest count, food, and if applicable bar selections, 10 calendar days before Event Date. This final menu selection and guest count will be considered a guarantee not subject to reduction. If any change is required after the final guaranteed guest count and menu selection are reported, please contact your Chowgirls Event Specialist immediately and we will make every effort to accommodate your request, however, any changes made within 10 days of the Event Date are subject to an additional 10% fee as outlined below in the *Date Reservation Fees, Other Charges, & Payments* section.

b. Delivered Events. Chowgirls offers both Disposable and Sustainable Catering Delivery Services. For both Services, Chowgirls will deliver at agreed upon time. Delivery, supplies, set-up, and pick-up costs, if applicable, are included in the invoice. For Delivered Events, the menu and guest count must be confirmed no later than 10 calendar days prior to event. Thereafter, menu changes may incur an additional charge of 10% of the total final pre-tax bill. Increases in guest count, if accommodable, may be billed separately. Decreases in guest count can be considered up until 5 business days prior to event. Thereafter, the full guest count will be charged. Chowgirls may substitute ingredients in the event of unavailability. Special request menu items may be subject to additional fees. Chowgirls is not responsible for property damage or loss. Per MN Health Code, hot food cannot be held hot for any more than 4 hours from the time it leaves our kitchen to the time service ends.

Disposable Delivery: Food will be delivered on compostable trays with compostable or recyclable lids. Plattering fees may apply. Additional charges may apply for disposable supplies. Disposable platters do not need to be returned, but we encourage you to reuse or recycle them.

Sustainable Delivery: Food will be delivered on real platters which are environmentally friendly because they are reusable. Sustainable delivery charges include a fee for our driver to return to pick up the equipment at a time that is arranged with the driver at the time of drop-off.

c. Pick-up Catering. Client may pick up food at Chowgirls headquarters at agreed upon time. Food will be plattered on disposable trays, as arranged with client. Chowgirls may substitute ingredients in the event of unavailability. Special request menu items may be subject to additional fees. Chowgirls is not responsible for property damage or loss.

d. Bar Service. Chowgirls bartenders maintain current alcohol liability training certification through the Minnesota Licensed Beverage Association. In addition to providing beverage service, the bartender's primary function is to safely serve alcohol within the guidelines of MN and city law. Chowgirls has a Minnesota State CATR Liquor License and can provide Hosted or Cash bar service with liquor liability insurance coverage. In the city of Minneapolis, serving is restricted to private events, and some public events. Chowgirls may substitute ingredients in the event of unavailability. Special request bar items may be subject to additional fees. Chowgirls, and Chowgirls Bartenders, are not to be responsible for any accidents, spillage, or breakage which may occur. Chowgirls is not licensed as an alcohol delivery or off sale liquor distributor and must remove all Chowgirls provided alcohol from event premises upon bart staff departure.

Chowgirls' Bartending Service Policies are as follows:

1. Chowgirls reserves the right not to serve shots or doubles.



2. Chowgirls reserves the right to serve only one drink per person per visit to the bar.

3. The legal drinking age in the state of Minnesota is 21 for all alcoholic beverages. Chowgirls will not serve alcoholic beverages to minors. We will ask for valid identification from any person who looks to be under the age of 35. If no identification is available that person will be refused service. If another guest purchases a drink and then gives it to that particular person, both people may be asked to leave the premises.

4. Chowgirls reserves the right to refuse alcoholic beverage service to any individual if that individual appears intoxicated or is engaged in disruptive behavior.

5. If guests engage in abusive or violent behavior, or if a majority of guests are observed to be intoxicated, the event manager on duty reserves the right to close the bar and end alcoholic beverage service.

6. The Chowgirls catering team-lead that is on premise for your event will make determinations on the above stated policies and keep Client informed of any situations that arise during your event.

7. All alcoholic beverages must be provided and served by Chowgirls bar staff.

8. No alcoholic beverages are permitted to leave the premises.

e. Equipment Rentals. All Chowgirls Date Reservation Fees, Other Charges, Cancellation and Payment terms apply to rental-only transactions. Lost or damaged items will incur replacement costs plus a 25% restocking fee.

## **2. Date Reservation Fees, Other Charges, & Payments**

The following payment schedule applies to all Event Catering Service types: Attended, Delivered, Pick-up, and Bar Services.

a. Payment Schedule. Client agrees to pay Chowgirls for the Event Catering and other Services as listed below:

i. For events occurring 3 months or more from contract signing, a **non-refundable, non-transferrable** date BOOKING FEE, equaling \$2000 or 50% (whichever is the lesser) of the estimated total for Event Catering and other Services is required to secure the Event Date;

i.a. Client must pay 50% of the remaining balance before the Event Catering and other Services, 3 months before the event. **Final payment** of remaining balance is **due 14 business days prior to Event Date**. If Client's Event Date occurs within 10 business days of booking, the full anticipated balance is due at the time of reservation. Client's credit card on file with Chowgirls will be charged, or if not available an invoice will be submitted, within 14 business day of the Event Date. Chowgirls reserves the right, at Chowgirls' sole discretion, to assess a 10% fee to any last-minute changes made by Client that are beyond scope of the Parties Agreement.;

ii. For events within 3 months of contract signing 50% of the balance is due for Event Catering and other Services to secure the date. \$2000 or 50% (whichever is the lesser ) of the event total is a **non-refundable, non-transferrable** date BOOKING FEE the remainder of this deposit is transferrable up

until 15 days prior to the event.

iii. Any changes made within 15 business days of the Event Date, or on the day-of, shall be subject to Chowgirls' availability, and may be declined. In the event of additions to Client's service, or day-of incidentals, either verbally or in writing, Client's credit card on file with Chowgirls will be billed, or if not available an invoice will be submitted, within 15 business day of the Event Date. Chowgirls reserves the right, at Chowgirls' sole discretion, to assess a 10% fee to any last-minute changes made by Client that are beyond scope of the Partie's Agreement.

b. Bar Fees. Where the Client has included Bar Services in their event, all bar reservation fees, balance payments, or additions to the bar estimates will be paid in the same manner as the Event Catering and other Services outlined above. If applicable, additional charges will be applied within 10 business day to the card we have on file for consumption of alcohol over the pre-paid estimate or extension of hosted bar by the client. A refund will be applied to said card within 10 business day for any alcohol not guaranteed, billed on consumption and not consumed.

c. Operations Charge. An operations charge of 25% of the entire pre-tax bill will be added to the bill and is NOT a gratuity. This operations charge is taxable. This charge covers unseen costs we choose not to hide in food, rental, or server labor such as, but not limited to: Administrative costs, supplies, vehicles, gas, dishwashers, on site cooking equipment, buffet and service equipment, etc.

d. Method of Payment. Payment of the balance owed prior to Event Date can be made in the form of cash, check, Visa, MasterCard, Discover, or American Express. Chowgirls merchant processor will hold an encrypted credit card on file for the duration of the planning period and event. Any returned checks are subject to a \$60.00 charge. Should personal credit card information not be available or attempts to authorize electronic payment are returned "declined", the Client must pay a 10% penalty. If Chowgirls sends an invoice to Client to collect any final payment, that invoice must be paid within 10 days of invoice date. Chowgirls reserves the right to pursue any accounts in delinquent status by the use of collections after 30 days of non-payment, and to seek recompense for any associated expenses, court costs or reasonable attorneys' fees.

e. Late Payments. If payments are not received in accordance with the provisions of this Agreement, Chowgirls reserves the right to consider all non-refundable payments forfeit, and Chowgirls may elect to provide no service to Client; the Event Date may be opened up for Chowgirls to accept alternate events. However, if Chowgirls do elect to provide service, despite the failure of the Client to pay the Fee as scheduled, Chowgirls reserves the consented right to charge the remaining balance plus a 10% fee on the balance.

f. Additional Fees. Chowgirls will make every effort to accurately calculate additional fees before the Final Confirmation Deadline. Additional fees could include but are not limited to:

i. Facility Fees: If venue charges additional catering and kitchen fees to Chowgirls, the charges will be added to the client's Chowgirls invoice as a Facility Fee. These payments are remitted by Chowgirls to the venue. Other Facility Fees include surcharges on events held at facilities with access issues (i.e. lack of running water, lack of proper work space, stairs with no elevator, no rental delivery allowed, lack of trash services).

ii. Travel Fees: Travel Fees may apply for events held at venues located more than 40 miles and/or 30 minutes' drive time from Chowgirls headquarters according to Google Maps. Travel Fees include, but are not limited to, vehicle mileage per necessary number of vehicles, staff travel pay, kitchen, equipment,

and/or vehicle rentals, and lodging.

### **3. Cancellation**

The Client is free to terminate Chowgirls' services upon written notice, at any time, without cause. Payments will only be returned to Client in the event of Client's cancellation due to Chowgirls' breach of this Agreement. Chowgirls may also withdraw services if the Client does not pay Chowgirls' fees by the scheduled dates outlined in this Agreement. If the Client terminates Chowgirls' services, for reasons other than Chowgirls' breach of this Agreement, or Chowgirls withdraws due to non-compliance to this Agreement, all fees, service charges, and disbursements incurred up to that time will be due and payable, and any payments made prior to the cancellation will be retained by Chowgirls and considered proper compensation for reserving the Event Date for Client.

### **4. Transfer of Service**

In the case where the Client requests a change of date, Chowgirls will comply, contingent upon their availability, within 365 days of the original Event Date. All date reservation fees and payments will transfer to the new Event Date and continue to apply towards the Fee minus the **non-refundable non-transferrable booking fee**. The Fee is subject to change based on the new Event Date. Should Chowgirls be unable to provide services on the new Event Date cancellation policies will apply.

### **5. Rights to Display and Reproduce**

Chowgirls reserves the right to photograph, reproduce, publish, or exhibit images, video, upload real time images to social media, and any other products from Event Date as samples of the work of Chowgirls, with Client's approval. The Client agrees that in signing this contract to act as the agent for the guests and attendees of the Event. Chowgirls will do its due diligence to give appropriate creative credit in reproductions and publications.

### **6. Working Conditions**

Client shall provide a safe working environment at the Event. Chowgirls also requires adequate shelter from the elements, including a warm and dry space. Further, Chowgirls staff may refuse to provide services if such an environment is not present. Chowgirls must also insist on a safe, harassment free, atmosphere for its workers. Chowgirls reserves the right to leave the event, and to terminate the service, without it being construed as a breach of contract by Chowgirls, if there is any harassment, illegal behavior, or dangerous activity. A situation shall be deemed unsafe, disturbing, offensive, or inappropriate in the sole and exclusive judgment of Chowgirls.

### **7. Additional Provisions:**

Force Majeure. No Party to this Agreement shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God (including fire, flood, earthquake, storm, hurricane, or other natural disasters), Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, and/or any other cause beyond the reasonable control of the Party whose performance is affected.

No Implied Waiver. The failure of any Party to require strict compliance with the performance of any obligations, terms, and/or conditions of this Agreement shall not be deemed a waiver of that Party's right to require strict compliance in the future, or construed as consent to any breach of the terms of this Agreement.

Modifications. Any modification or amendment to this Agreement requires the mutual consent of the Parties, and must be made in writing and signed by all Parties, which may include email for minor changes to the services and goods (equal to less than a 10% increase or decrease in the Fee) so long as the parties provide proper acknowledgement of the changes by way of an electronic signature.

Controlling Law; Jurisdiction. The validity, construction and enforceability of this Agreement shall be governed in all respects by the laws of the State of Minnesota and the Parties expressly agree that any dispute requiring resolution by a court shall be subject to the exclusive venue and jurisdiction of the state and federal courts located in Hennepin County, Minnesota.

Dispute Resolution. Any dispute or claim arising under or in any way related to this Agreement, shall first be resolved through the good-faith efforts of the Parties. If after 30 days the Parties cannot resolve the issue, the matter may be 1) addressed in Minnesota small claims court, or conciliation court, if within the allowable small claims court dollar amount being sought by the Party, or 2) shall be submitted to neutral, non-binding mediation, followed by the commencement of arbitration. The Parties to the dispute or claim agree to act in good faith to participate in mediation, and to identify a mutually acceptable mediator in Hennepin County, Minnesota. All Parties to the mediation shall share equally in its cost. If the dispute or claim is resolved successfully through the mediation, the resolution will be documented by a written agreement executed by all Parties. If the mediation does not successfully resolve the dispute or claim, the mediator shall provide written notice to the Parties reflecting the same, and the Parties may then proceed to binding arbitration. The Parties shall select a single arbitrator and the arbitration shall be held in Hennepin County, Minnesota. The arbitrator's decision shall be binding on the Parties, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The prevailing Party in any arbitration, trial or other proceeding shall be awarded all filing fees, related administrative costs, and reasonable attorneys' fees. Administrative and other costs of enforcing an arbitration award or judgment, including the costs of subpoenas, depositions, transcripts, witness fees, payment of reasonable attorneys' fees, and similar costs will be awarded to the prevailing Party.

Counterparts; Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and which collectively shall constitute one Agreement. Use of fax, email, and electronic signatures shall have the same force and effect as an original signature

Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

Headings. The headings contained in this Agreement are strictly for convenience, and shall not be used to construe meaning or intent.

### **8. Limitation of Liability; Indemnification**

Client agrees that, to the fullest extent permitted by law, Chowgirls' maximum total liability for any claims, breaches or damages by reason of any act or omission, including breach of contract or negligence, not amounting to willful or intentional wrongdoing, shall be limited to the amount of the Fees actually paid by Client. Client agrees that, to the fullest extent permitted by law, Chowgirls shall not be liable for any claims for punitive damages, consequential damages, special damages, emotional distress, mental anguish, lost

profits, loss of enjoyment, lost revenues and/or replacement costs.

**9. Signatures**

ALL PARTIES HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND THEIR SIGNATURE BELOW INDICATES THEIR INTENTION TO BE BOUND.

\_\_\_\_\_

Client Signature

\_\_\_\_\_

Chowgirls Representative Signature

\_\_\_\_\_

Client Print Name

\_\_\_\_\_

Chowgirls Representative Print Name

\_\_\_\_\_

Date

\_\_\_\_\_

Date

**10. Credit Card Authorization**

Sign this form to authorize Chowgirls, Inc. to make debits to your credit card.

By signing this form, you give us permission to debit your account for the deposit amount indicated on your invoice, on or after the indicated deposit date. This also gives us permission for us to run your card again ten business days before your event if another method of payment has not been provided.

I authorize the above-named business to charge the credit card provided to the business according to the terms outlined above. I certify that I am an authorized user of this credit card and that I will not dispute the payment with my credit card company; so long as the transaction corresponds to the terms indicated in this form or any other agreement with the company.

**11. Payment Remittance:**

Your event date is secured when Chowgirls receives payment of deposit. Please send signed contract and payment to:

336 Hoover St. NE  
Minneapolis MN 55413  
hq@chowgirls.net

**Event Specialist Signature**

**Signer Name:** \_\_\_\_\_  
**Sign Date:** \_\_\_\_\_

**Client Signature**

**Signer Name:** \_\_\_\_\_  
**Sign Date:** \_\_\_\_\_