

CHEF AGREEMENT

1. VALID AND BINDING CONTRACT

By completing registration as a Professional, Amateur, or Junior Chef (chef), this shall constitute a valid and binding contract with The Soup Cook Off LLC ("Company"). If, due to circumstances beyond the control of company, the Soup Cook Off Event (show) should be canceled, chef agrees to waive any claims for damages or compensation from Company.

2. SOUP PREPERATION AND QUANTITY

All soup should be made and prepared prior to the event. Soup(s) cannot be cooked onsite, only heated to temperature. Each Chef division has minimal requirement for amount of soup they should make (see exhibit A). You will not be disqualified for bringing less, but you may run out of soup, limiting the number of people who can taste and vote for your soup.

3. CHEF RESPONSIBILITY

Chef shall be responsible for ensuring soup is safe and secure during transport to event and chef table. Chefs who purchased electricity can bring crock-pots for their soups, all chefs without electricity must use Sternos. Chef shall be responsible for ladles, stirring spoons, extension cords, water hoses, tarps, ropes, cords, staple guns, and tie wraps as needed, and any other tools or supplies required to set-up booth. One table and two chairs will be provided for chef per registration.

4. CHEF INSTALLATION

Chefs may begin chef space construction and set-up after checking in at show office during setup hours set by Company. NO EXCEPTIONS ALLOWED (see Exhibit A).

5. REMOVAL OF CHEF SPACE

Chef table may not be removed from show prior to show conclusion except with approval of Company. Removal hours begin after the event ends. Any chefs not completely dismantled and removed after the event will be removed by the venue, and associated fees will be charged to the Chef at prevailing rates.

6. CHEF CARE

Contracted janitorial services will sweep and clean aisles and empty trash canisters in common areas. Chefs are responsible for keeping their chef space clean and orderly. Trash and other items must be cleaned up from chef space.

7. INDEMNIFICATION

Chef shall indemnify and hold harmless Soup Cook Off, LLC, Carlisle Events, Carlisle Expo center, its staff, volunteers, contractors, and/or agents from and against any and all loss, damage and/or destruction occurring to Chef and/or its staff, contractors and agent's instruments and equipment at the place of the engagement including but not limited to damage, loss or destruction caused by an Act of God.

8. ADMISSION AND PARKING CREDENDTIALS

All chefs will be provided with 2 admission passes into the event per space licensed. Additional admission passes may be requested as needed. No more than 3 passes will be provided per soup entry. Parking is free, and no extra credentials needed.

9. NON-GUARANTEE

Company shall remain free of responsibility of Chef success, product sales, attendance, or exclusive privileges.

10. PAYMENTS

Full payment for the chef space is due at registration. If full payment for chef space is not received on or before 14 days prior to the event, the Chef will be deemed to be in default of this Agreement, and Company will reassign or cancel previously assigned chef space at its sole discretion. Deposits and payments are non-refundable and non-transferable.

11. SOUP TEMPERATURE AND SERVING

All soups must be hot and to serving temperature by show start on the day of the event. Soups that are not up to temperature by start will be allowed to serve once heated but will be disqualified from voting. Two-ounce portion cups are the official size of the Soup Cook Off and will be provided. All chefs must wear proper serving gloves when serving their soup.

12. CHEF OPERATION

Professional Chefs are leasing a chef space to serve free samples of their best soup to the public attendees. Chef may bring promotional material such as Menus, Business Cards, Flyers, etc.. Unless permitted by Company, products and services may NOT be sold from chef space. The Chef shall hold Company harmless from any and all damages or theft of merchandise or materials from contracted chef space. Chefs shall not extend beyond allotted space unless authorized in writing by Company. Chef staff may not actively solicit outside of chef space, nor shall they solicit in a way that interferes with the operation of other nearby Chefs. Violation may result in expulsion from event.

13. STAFFING

All chefs must be staffed during show hours by at least one person. Additionally, Chef agrees and must provide its own staff for the booth.

14. ELECTRICITY

It is the responsibility of the Chef to inform event Company if electrical power is required at the time of registration. A charge of \$35 will be given to the Chef per one 110-volt electrical outlet. Advance payment and notice for electricity must be provided. Electricity not ordered in advance cannot be provided day-of-event.

15. CHEF SPACE DIMENSIONS

Unless noted otherwise, each chef table will an eight-foot-long table, with two chairs with approximately four feet of space behind the chairs. Chefs can store personal items under the table. Table cloth will be provided but chef may bring their own if desired.

16. Control and Supervision

Company and Chef acknowledge and agree that their relationship arising from this agreement does not constitute or create a general agency, joint venture, partnership, employment relationship or franchise between them. Chef shall not have any authority to execute any contract on behalf of Soup Cook Off, LLC, or to otherwise bind Soup Cook Off, LLC.

17. REGULATION COMPLIANCE

Chef shall utilize the premises in an orderly manner and in compliance with all present and future applicable Federal, State, and local statutes, ordinances, rules and regulations. Failure to do so may result in expulsion from the show.

18. RIGHT TO REFUSE

Company reserves the right to review and reject any application for chef space without prejudice.

19. AMENDMENTS

Company retains the full power to interpret and amend these rules and to rule on any and all situations which may arise that are not explicitly outlined in the terms defined herein.

20. SPACE ASSIGNMENT

While Chef and Company may agree to an initial chef space assignment at the time this Agreement is signed, final chef space assignment is at the sole discretion of Company. Every attempt will be made to locate the Chef in the space he/she has requested. However, if deemed necessary by Company, chef space may be reassigned without approval of Chef. Chef may not assign, sublet or apportion the whole or any part of the space assigned, nor shall Chef have representatives, equipment or materials other than his/her own in the chef space without the written consent of Company. Set-up shall be completed within such time as to assure that Chefs operations can be thoroughly inspected and are fully operational prior to the start of event.

21. FAILURE TO PERFORM

Should the Chef fail to observe any of the terms of this agreement or any of the rules and regulations as set forth by Company and its subsidiaries, he or she may be prevented from participation with forfeiture of chef space rental and/ or sponsorship fees. Company shall not be responsible to Chef for any financial loss arising out of Chef use of the venue, or facility policy including power interruptions, utility failures, terrorism, bomb threat or undue "acts of God" (e.g. flood, fire, or earthquake or tornado). If Company is unable to open the Show as herein provided, or is compelled to postpone, cancel or relocate said Show for causes beyond its control, then it shall not be in any manner financially liable to Chef. All Chef funds collected from the canceled or postponed show will be refunded to Chef or applied to the next available show.

22. NOISE CONTROL

The use of sound amplification equipment is prohibited unless approved by Company. Any electronic equipment or machinery which is determined by Company to be distracting to other chefs will not be permitted.

23. COMMON AREA INSURANCE

Company provides insurance for common areas. Insurance coverage does not include chef space contracted for by Chef. Chef holds Company harmless from all claims arising within contracted chef space.

A completed registration and acceptance of the Terms and Condition at checkout serve as both party's agreement. This agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania and the laws of the USA applicable therein.

Exhibit A

The Soup Cook Off Hours	Chef Set-Up and Tear Down	
Best Western Premier – Harrisburg, PA	Best Western Premier – Harrisburg, PA	
Sunday, October 13, 2019	Sunday, October 13, 2019	
Show Opens - 12:00PM	Check-In – 9:00 AM -10:30 PM	
Show Closes - 4:00 PM	Set-up time – 9:00 AM – 11:00 AM	
	Tear down – 4:00 PM – 5:00 PM	
Carlisle Expo Center, Carlisle PA	Carlisle Expo Center, Carlisle PA	
Sunday, March 1, 2020	Sunday, March 1, 2020	
Show Opens – 11:00 AM (For VIPs)	Check-In – 8:00 AM – 10:00 PM	
Show Opens – 12:00 PM (All other attendees)	Set-up time – 8:00 AM – 10:30 AM	
Show Closes – 4:00 PM	Tear down – 4:00 PM – 6:00 PM	

Soup Quantity Requirements (per division)

Professional Chefs – 10 Gallons per soup

Amateur Chefs – 5 Gallons per soup

Junior Chefs – 3 Gallons per soup