

PERSONAL CHEF SERVICES AGREEMENT

1. 1. Parties and Service Location

This Personal Chef Services Agreement (the "Agreement") is entered into on [EFFECTIVE DATE] between [CHEF OR BUSINESS NAME], located at [CHEF ADDRESS] (the "Chef"), and [CLIENT NAME], residing at [CLIENT ADDRESS] (the "Client"). Services will be performed at [SERVICE ADDRESS] (the "Residence") and at any additional location the Parties agree to in writing. The household consists of [NUMBER OF ADULTS] adults and [NUMBER OF CHILDREN] children, and meals are normally prepared for [NUMBER OF DINERS] people. Contacts for scheduling are [CHEF PHONE AND EMAIL] and [CLIENT PHONE AND EMAIL]. Each Party confirms that the person signing below is authorized to do so.

2. 2. Services and Service Pattern

The Chef will provide the following services: [SERVICE TYPE, e.g., weekly meal preparation of five dinners and three lunches, in-home dinner service twice weekly, or full-day cooking for a household]. Service days are [SERVICE DAYS] with an arrival window of [ARRIVAL WINDOW] and an estimated duration of [SERVICE DURATION] per visit. A standard visit includes menu planning, grocery shopping where selected in Section 5, cooking, packaging and labeling, storage with reheating instructions, and cleaning of the kitchen areas used. The following are not included and are quoted separately: [EXCLUSIONS, e.g., serving and table service for guests, bartending, dishwashing of household dishes, deep cleaning of the kitchen, pantry organization, catering for events above the standard headcount, and childcare or other household duties]. The Chef may adjust the order of tasks within a visit to work efficiently in the available kitchen.

3. 3. Menu Planning, Preferences, and Changes

Before each service period, the Chef will propose a menu based on the preferences, dietary goals, and seasonal availability discussed with the Client. The Client will approve the menu by [MENU APPROVAL DEADLINE, e.g., 72 hours before the service day], and a menu not rejected by that deadline is considered approved. Changes requested after approval but before shopping will be accommodated where practical. Changes requested after shopping has occurred are subject to the cost of ingredients already purchased plus [MENU CHANGE FEE] if a second shopping trip is required. The Client will inform the Chef of guests, travel, or schedule changes affecting headcount at least [HEADCOUNT NOTICE, e.g., 48 hours] in advance, and additional diners are billed at [PER-GUEST RATE]. The Chef will honor stated preferences on [PREFERENCE CATEGORIES, e.g., cuisine style, spice level, organic or local sourcing, and portion size] within the agreed budget.

4. 4. Allergies, Dietary Restrictions, and Cross-Contact

The Client will disclose in writing every food allergy, intolerance, medical diet, religious restriction, and medication interaction affecting any person who will eat the food prepared, and will list them here: [ALLERGY AND DIETARY LIST]. The Client will update this list in writing before service resumes whenever a restriction changes or a new household member or regular guest is added. The Chef will avoid the listed allergens in the meals prepared and will use reasonable measures to prevent cross-contact, including separate cutting boards, cleaned surfaces and utensils, and labeled storage. The Client acknowledges that the Residence kitchen is not an allergen-free facility, that packaged ingredients may carry manufacturer cross-contact warnings, and that the Chef cannot guarantee the absence of trace allergens. The Chef is not responsible for a reaction caused by an allergen that was not disclosed in writing, by ingredients supplied by the Client, or by food handled, mixed, or served by another person after delivery.

5. 5. Groceries, Ingredient Budget, and Reimbursement

The Parties select one of the following arrangements: (a) the Chef shops and the Client reimburses the actual cost of ingredients against itemized receipts, with a target budget of [GROCERY BUDGET] per service period and a shopping fee of [SHOPPING FEE] or [SHOPPING TIME RATE] per hour; (b) the Client provides a prepaid grocery allowance or a household card used only for approved purchases; or (c) the Client purchases all ingredients and has them available at the Residence before the arrival of the Chef. Where the Chef shops, purchases exceeding the target budget by more than [BUDGET TOLERANCE, e.g., 15 percent] require advance approval. Specialty items, premium proteins, seafood, and special-occasion requests are billed at cost. Where the Client supplies ingredients, the Chef is not responsible for a menu that cannot be executed because items are missing, insufficient, or spoiled, and the visit fee remains payable in full.

6. 6. Kitchen Access, Equipment, and Household Rules

The Client will provide access to the Residence on each service day by [ACCESS METHOD, e.g., key, lockbox, code, or household staff], will provide any alarm code in writing, and will ensure the kitchen is available, clean, and free of competing activity during the service window. The Client will provide a functioning stove, oven, refrigerator, freezer space, running water, adequate counter space, and normal cookware, and will inform the Chef of any equipment that is broken or restricted. The Chef will bring specialized tools and knives as needed and remains responsible for those items. The Chef will leave the kitchen areas used clean, with dishes and cookware used for the service washed and put away. Keys, codes, and access devices issued to the Chef will be stored securely, will not be shared, and will be returned or deactivated within [ACCESS RETURN PERIOD, e.g., five days] of termination.

7. 7. Food Safety, Storage, and Labeling

The Chef will follow safe food handling practices, including proper hand hygiene, holding cold food at or below 41 degrees Fahrenheit and hot food at or above 135 degrees Fahrenheit, cooking proteins to safe internal temperatures, cooling prepared food promptly, and avoiding cross-contact between raw and ready-to-eat items. Each container delivered will be labeled with the contents, the date prepared, a recommended use-by date, and reheating instructions. The Client is responsible for refrigerating or freezing meals promptly, for following the reheating instructions, and for discarding food held beyond the recommended date. The Chef holds [FOOD SAFETY CERTIFICATION, e.g., ServSafe Food Handler or Food Protection Manager] and will maintain it in current status. The Chef is not responsible for illness resulting from food stored improperly, reheated incorrectly, held beyond the use-by date, or altered by another person.

8. 8. Fees and Payment Terms

The Client will pay [SERVICE FEE] per [VISIT / WEEK / MONTH] for the services described in Section 2, exclusive of ingredient costs and any add-on services. Payment is due [PAYMENT TIMING, e.g., on the service day / within 7 days of invoice] by [PAYMENT METHOD], and ingredient reimbursements are invoiced with receipts attached. Amounts unpaid after [PAYMENT TERM, e.g., 10 days] accrue a late charge of [LATE FEE] per month or the maximum permitted by law, whichever is less, and the Chef may suspend service until the account is current. A retainer of [RETAINER AMOUNT] may be required to hold a recurring slot and is credited against the final invoice. Rates may be adjusted no more than [RATE CHANGE FREQUENCY, e.g., once per 12 months] on [RATE CHANGE NOTICE, e.g., 30 days] written notice, and the Client may terminate without penalty before an increase takes effect.

9. 9. Cancellation, Rescheduling, and Client Travel

The Client may cancel or reschedule a service day without charge by giving at least [CANCELLATION NOTICE, e.g., 48 hours] notice. Cancellation with less notice is billed at [LATE CANCELLATION FEE, e.g., 50 percent of the service fee] plus the cost of any ingredients already purchased, which will be delivered to the Client or credited to the next visit. A cancellation after the Chef has arrived at the Residence, or a failure to provide access, is billed at the full service fee. For extended client travel, the Client may pause recurring service by giving [PAUSE NOTICE, e.g., 14 days] notice, and the Chef will make reasonable efforts to hold the recurring slot for up to [HOLD PERIOD, e.g., 4 weeks]. If the Chef cancels a service day, the Chef will offer a replacement date within [MAKEUP WINDOW, e.g., five days] or credit the fee, and will give as much notice as circumstances allow.

10. 10. Independent Contractor Status

The Chef is an independent contractor and not a household employee, unless the Parties agree otherwise in writing and comply with the applicable payroll obligations. The Chef controls the menus, cooking methods, sequence of work, and tools used, may serve other clients, and may send a qualified substitute chef with prior notice to the Client. The Chef is solely responsible for income and self-employment taxes, business licenses, and any permits required for a personal chef business in the jurisdiction, and will not receive employee benefits, paid leave, workers compensation, or unemployment coverage from the Client. The Client understands that a chef whose schedule, methods, and duties are directed by the household may be treated as a household employee under federal or state rules regardless of the label used here, and each Party is responsible for its own tax position.

11. 11. Confidentiality and Household Privacy

The Chef will treat everything observed at the Residence as confidential, including the identity of the household and its guests, health conditions, family routines, security arrangements, documents, and conversations. The Chef will not photograph the Residence, its interior, or its occupants, and may photograph plated food only where the image does not identify the household and the Client has given written permission for marketing use. The Chef will not discuss the engagement publicly, post about it on social media, or provide the name of the Client as a reference without written consent. Access credentials will be kept secure and shared with no one, including any substitute chef, without the prior approval of the Client. These obligations continue after this Agreement ends.

12. 12. Insurance, Liability, and Indemnification

The Chef will maintain general liability insurance of at least [LIABILITY COVERAGE, e.g., \$1,000,000 per occurrence] including product liability appropriate for food service, and will provide a certificate on request. The Chef will exercise reasonable care in the Residence and will report any damage to property or equipment in writing within [DAMAGE NOTICE PERIOD, e.g., 24 hours]. The Client will report any concern about damage, loss, or food quality within [CLAIM WINDOW, e.g., 48 hours] so the cause can be investigated. Except for gross negligence or willful misconduct, the total liability of the Chef under this Agreement will not exceed [LIABILITY CAP, e.g., the fees paid by the Client in the three months before the claim], and neither Party is liable for indirect or consequential damages. Each Party will indemnify the other for third-party claims arising from its own negligence, and the Client will indemnify the Chef for claims arising from allergens or restrictions that were not disclosed in writing.

13. 13. Term, Termination, and Non-Solicitation

This Agreement begins on [START DATE] and continues month to month until terminated. Either Party may terminate for convenience on [TERMINATION NOTICE, e.g., 14 days] written notice, and either Party may terminate immediately for a material breach not cured within [CURE PERIOD, e.g., five days], for unsafe or unsanitary conditions, for nonpayment, or for conduct that makes continued work untenable. On termination, the Client will pay for all services performed and ingredients purchased through the termination date, the Chef will

return all keys and access devices, and any unused retainer will be refunded within [REFUND PERIOD, e.g., 14 days]. If the Chef was introduced to the Client by an agency or placement service, any placement or conversion fee described in [PLACEMENT TERMS] applies. Neither Party will disparage the other after termination.

14. 14. Governing Law, General Provisions, and Signatures

This Agreement is governed by the laws of the State of [GOVERNING STATE], and any dispute will be brought in the courts located in [VENUE COUNTY AND STATE] after informal discussion and mediation in [MEDIATION LOCATION]. This Agreement is the entire agreement between the Parties, replaces all prior quotes and conversations, and may be amended only in writing signed or confirmed in writing by both Parties. Neither Party may assign this Agreement without written consent. If any provision is unenforceable, the remainder stays in effect. Neither Party is liable for failure to perform caused by events beyond reasonable control, including illness, severe weather, and utility outages. CHEF: [CHEF OR BUSINESS NAME]. Signature:

_____. Date: [DATE]. CLIENT: [CLIENT NAME]. Signature: _____.

Date: [DATE]. Electronic signatures and counterparts have the same effect as originals.

15. Disclaimer

This template is provided for general informational purposes only and is not legal advice. Personal chef work touches food safety regulation, cottage food and commercial kitchen rules, household employment and payroll tax obligations, and insurance requirements that differ by state and county, and a chef whose work is directed by the household may be a household employee rather than an independent contractor regardless of what the contract says. Review and adapt this document for your own facts and consult a licensed attorney or tax professional before relying on it. Use of this template does not create an attorney-client relationship with ScanContract.