



INDEPENDENT CONTRACTOR AGREEMENT

By proceeding with the online registration, this legal Agreement is entered into between ChefzTable.com, LLC. ("the Company") and you, ("the Contractor").

1. Independent Contractor. Subject to the terms and conditions of this Agreement, the Company hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement.

2. Taxes: The Contractor shall be responsible for managing and filing all necessary taxes and paperwork. As such, the Company will not withhold any taxes from the Contractor's pay.

3. Confidentiality. The Contractor acknowledges that during the engagement with the Company [he or she] will have access to and become acquainted with various trade secrets, innovative systems, processes, information, records and specifications owned or licensed by the Company and/or used by the Company in connection with the operation of its business including, without limitation, the Company's business and product processes, methods, customer lists, accounts and procedures. The Contractor agrees that [he or she] will not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this engagement with the Company. All files, records, documents, specifications, information, letters, notes, media lists, original artwork/creative, notebooks, and similar items relating to the business of the Company, whether prepared by the Contractor or otherwise coming into [his or her] possession, shall remain the exclusive property of the Company. The Contractor shall not retain any copies of the foregoing without the Company's prior written permission. Upon the expiration or earlier termination of this Agreement, or whenever requested by the Company, the Contractor shall immediately deliver to the Company all such files, records, documents, specifications, information, and other items in [his or her] possession or under [his or her] control. The Contractor further agrees that [he or she] will not disclose the terms of this Agreement to any person without the prior written consent of the Company and shall at all times preserve the confidential nature of [his or her] relationship to the Company and of the services hereunder.



4. Conflicts of Interest; Non-hire Provision. The Contractor represents that [he or she] is free to enter into this Agreement, and that this engagement does not violate the terms of any agreement between the Contractor and any third party. During the term of this agreement, the Contractor shall devote as much of [his or her] productive time, energy and abilities to the performance of [his or her] duties hereunder as is necessary to perform the required duties in a timely and productive manner. It is the duty of the Contractor to adequately prepare for all cooking sessions.

5. Termination. The Company may terminate this Agreement without cause at any time by written notice or notice to the Contractor via electronic mail.

6. Independent Contractor. This Agreement shall not render the Contractor an employee, partner, agent of, or joint venture with the Company for any purpose. The Contractor is and will remain an independent contractor in [his or her] relationship to the Company. The Company shall not be responsible for withholding taxes with respect to the Contractor's compensation hereunder. The Contractor shall have no claim against the Company hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

7. Privacy: The Company may use information from the Contractor's Chefz profile for advertising purposes in order to generate cooking business for Contractor. Such advertising will not include the Contractor's name; rather, it will include a direct link to the Contractor's profile.

8. Liability: The Contractor will have no claim against the Company for damages incurred during the execution of Contractor's duties. Such damages include but are not limited to injuries, emotional damages, physical harm and traffic accidents. The Contractor acknowledges that [he or she] bears all risks of performing contracted duties. These risks include those resulting from the interaction between the Contractor and the clients to whom the Contractor provides cooking services. The Contractor acknowledges that the clients referred to the Contractor by the Company are strangers whose backgrounds have not been checked by the Company. Thus, the Contractor should exercise [his or her] own judgment and protocol for deciding whether to engage in cooking services with each client referred to the Contractor by the Company. The Contractor is never obligated by the Company to pursue any cooking opportunity.

9. Successors and Assigns. All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

10. Choice of Law. The laws of the state wherein cooking services are rendered shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.



11. Arbitration. Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.

12. Waiver. Waiver by one party hereto of breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

13. Assignment. The Contractor shall not assign any of [his or her] rights under this Agreement, or delegate the performance of any of [his or her] duties hereunder, without the prior written consent of the Company.

14. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

15. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

16. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

IN WITNESS WHEREOF The parties hereto agree that if the contractor chooses to proceed with the subsequent online registration, agreement to all terms will be as effective as if original containing original signatures.

ChefzTable.com, LLC.

By

Print Name: Ashlee A. McCusker

Signature: Ashlee McCusker

Title or Position: President

And you, the Contractor: _____



DUTIES, TERM, AND COMPENSATION

DUTIES: The Contractor will be responsible for providing one-on-one cooking instruction/personal chef service on the dates and times scheduled by the Contractor. He or She will be responsible for providing transportation, equipment (and food if performing personal chef service) and arriving to all scheduled appointments punctually. The Contractor is responsible for acquiring any necessary materials required to adequately prepare for all cooking sessions and/or personal chef service. The Contractor is responsible for answering inquiries by customers to the best of his or her ability. [He or she] will report directly to ChefzTable.com, LLC. and to any other party designated by ChefzTable.com, LLC in connection with the performance of the duties under this Agreement and shall fulfill any other duties reasonably requested by the Company and agreed to by the Contractor.

TERM: This engagement shall commence upon execution of this Agreement and shall continue in full force until terminated by the Company or the Contractor. If terminated by the Contractor, he or she is still subject to all terms laid forth in the Non-Compete Agreement. The Independent Contractor Agreement may only be extended thereafter by mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement.

COMPENSATION:

As full compensation for the services rendered pursuant to this Agreement, the Company shall pay the Contractor a minimum of 70% of the course rate as listed on the website, and a minimum of 85% for personal chef service rate listed on the website. Such compensation shall be payable within 25 days of the cooking duties performed by the Contractor. All payments from customers will be received and processed by ChefzTable.com, LLC.