

**STANDARD AGREEMENT TO FURNISH FOOD SERVICE
BETWEEN A NATIONAL SCHOOL LUNCH RECEIVING SPONSOR
AND A FOOD SERVICE VENDOR/MEAL PROVIDER**

THIS ENTERED INTO ON THIS FIRST DAY OF JULY, 2024 BY
MONTH YEAR

AND BETWEEN **Making Waves Academy**, HEREINAFTER REFERRED TO AS THE
NAME OF RECEIVING SPONSOR "SPONSOR"
SPONSOR, AND **BIGBREAK, LLC DBA) CHEFABLES**, HEREINAFTER REFERRED TO AS THE
NAME OF VENDOR/FOOD SERVICE MANAGEMENT COMPANY "VENDOR"
VENDOR.

WHEREAS, IT IS NOT WITHIN THE CAPABILITY OF THE SPONSOR TO PREPARE SPECIFIED MEALS UNDER THE NSLP FOR ENROLLED PARTICIPANTS; AND

WHEREAS, THE FACILITIES AND CAPABILITIES OF THE VENDOR ARE ADEQUATE TO PREPARE SPECIFIED MEALS FOR THE SPONSOR'S FACILITY(IES); AND

WHEREAS, THE VENDOR IS WILLING TO PROVIDE SUCH SERVICES TO THE SPONSOR ON A COST REIMBURSEMENT BASIS.

THEREFORE, BOTH PARTIES HERETO AGREE AS FOLLOWS:

THE VENDOR AGREES TO:

1. PREPARE THE MEALS (INCLUSIVE) OF 1% MILK FOR Making Waves Academy
NAME OF SITE (ATTACH SHEET IF MULTIPLE)
DELIVERY TO SPONSOR AT 4123 Lakeside Drive Richmond, CA 94806 BY Time set
ADDRESS TIME
EACH Monday - Friday, IN ACCORDANCE WITH THE NUMBER OF MEALS REQUESTED AND
^{1*} WEEKDAY OR SPECIFIC DAYS AS APPROPRIATE
AT THE COST(S) PER MEAL LISTED BELOW:

BREAKFAST	<u>\$ 2.40</u>	EACH	LUNCH	<u>\$ 3.80</u>	EACH
SUPPLEMENT/SNACK	<u>\$ 1.05</u>	EACH	SUPPER	<u>\$ N/A</u>	EACH

(1) ALLERGIES/MEAL MODS HAVE A SURCHARGE AT COST (2) SPECIALTY MILK/SUBSTITUTE MILK (SOY, LACTOSE FREE, RICE) CAN BE ORDERED AT COST (3) SUBSTITUTES/ADDITIONAL ITEMS ORDERED FOR FIELD TRIPS OR GRAB N GO WILL BE AT COST (4) ADDITIONAL CONDIMENTS / SUPPLIES ORDERED WILL BE AT COST (5) FOOD WILL BE DROPPED OFF ORGANIZED FOR BREAKFAST AND UNITIZED TRAYS FOR LUNCH TEMPERATURE COLD FOR RE-THERMING BY SPONSOR (5) ALL OTHER PRICING ASSUMPTIONS ON SECTION C – FEE PROPOSAL (PAGE 9 OF RFP RESPONSE)

2. ASSURE THE SPONSOR THAT NO TITLE III(C) FUNDS HAVE BEEN APPLIED TO THE COST OF OR TITLE III(C) COMMODITIES USED FOR THE PREPARATION OF THESE MEALS.

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3. PROVIDE THE SPONSOR, FOR APPROVAL, A PROPOSED MENU FOR EACH MONTH AT LEAST^{2*} 5 DAYS PRIOR TO THE BEGINNING OF THE MONTH TO WHICH THE MENU APPLIES. DUE TO UNFORESEEN CIRCUMSTANCES CHANGES TO THE MENU MAY BE MADE AFTER SPONSOR APPROVAL, ALL CHANGES WILL BE NSLP COMPLIANT AND DOCUMENTED ON THE DELIVERY RECEIPTS.
4. ASSURE THAT EACH MEAL PROVIDED TO THE SPONSOR UNDER THIS CONTRACT MEETS THE MINIMUM REQUIREMENTS AS TO THE NUTRITIONAL CONTENT AS SPECIFIED BY THE NATIONAL SCHOOL LUNCH PROGRAM.
5. MAINTAIN COST RECORDS SUCH AS INVOICES, RECEIPTS, AND/OR OTHER DOCUMENTATION THAT SHOWS THE PURCHASE, OR AVAILABILITY TO THE VENDOR, OF MEAL COMPONENTS, AS ITEMIZED IN THE MEAL PREPARATION RECORDS.
6. MAINTAIN FULL AND ACCURATE RECORDS WHICH DOCUMENT: (1) THE MENUS LISTING ALL MEALS PROVIDED TO THE SPONSOR DURING THE TERM OF THIS CONTRACT; (2) A LISTING OF ALL NUTRITIONAL COMPONENTS OF EACH MEAL; AND (3) AN ITEMIZATION OF THE QUANTITIES OF EACH COMPONENT USED TO PREPARE SAID MEAL. THE VENDOR AGREES TO PROVIDE MEAL PREPARATION DOCUMENTATION BY USING YIELD FACTORS FOR EACH FOOD ITEM AS LISTED IN THE U. S. DEPARTMENT OF AGRICULTURE (USDA) FOOD BUYING GUIDE WHEN CALCULATING AND RECORDING THE QUANTITY OF FOOD PREPARED FOR EACH MEAL.
7. MAINTAIN, ON A DAILY BASIS, AN ACCURATE COUNT OF THE NUMBER OF MEALS, BY MEAL TYPE, PREPARED FOR THE SPONSOR. MEAL COUNT DOCUMENTATION MUST INCLUDE THE NUMBER OF MEALS REQUESTED BY THE SPONSOR.
8. ALLOW THE SPONSOR TO INCREASE OR DECREASE THE NUMBER OF MEAL ORDERS, AS NEEDED, WHEN THE REQUEST IS MADE WITHIN* 72 HOURS OF THE SCHEDULED DELIVERY TIME/DATE.
9. PRESENT TO THE SPONSOR AN INVOICE, ACCOMPANIED BY REPORTS, NO LATER THAN THE^{3*} 10th DAY OF EACH MONTH THAT ITEMIZES THE PREVIOUS MONTH'S DELIVERY. THE VENDOR AGREES TO FORFEIT PAYMENT FOR MEALS WHICH ARE NOT READY WITHIN ONE HOUR OF THE AGREED UPON DELIVERY TIME, ARE SPOILED OR UNWHOLESOME AT THE TIME OF DELIVERY, OR DO NOT OTHERWISE MEET THE MEAL REQUIREMENTS CONTAINED IN THIS AGREEMENT. SPONSOR WILL PROVIDE WRITTEN NOTICE OF SUCH REQUEST.
10. PROVIDE THE SPONSOR WITH A COPY OF CURRENT HEALTH CERTIFICATIONS FOR THE FOOD SERVICE FACILITY IN WHICH IT PREPARES MEALS FOR USE IN THE NSLP. THE VENDOR SHALL ENSURE THAT ALL HEALTH AND SANITATION REQUIREMENTS OF THE CALIFORNIA *RETAIL FOOD CODE* FACILITIES LAW AND CHAPTER 4 OF THE CALIFORNIA *HEALTH AND SAFETY CODE* ARE MET AT ALL TIMES.
11. OPERATE IN ACCORDANCE WITH CURRENT NSLP REGULATIONS.
12. RETAIN ALL REQUIRED RECORDS FOR A PERIOD OF THREE YEARS AFTER THE END OF THE FISCAL YEAR TO WHICH THEY PERTAIN (OR LONGER, IF AN AUDIT IS IN PROGRESS) AND, UPON REQUEST, MAKE ALL ACCOUNTS AND RECORDS PERTAINING TO THE AGREEMENT AVAILABLE TO THE SPONSOR, REPRESENTATIVES OF THE CALIFORNIA DEPARTMENT OF EDUCATION, THE USDA, AND THE U.S. GENERAL ACCOUNTING OFFICE FOR AUDIT OR ADMINISTRATIVE REVIEW AT A REASONABLE TIME AND PLACE.
13. NOT SUBCONTRACT FOR THE TOTAL MEAL, WITH OR WITHOUT MILK, OR FOR THE ASSEMBLY OF THE MEAL.

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THE VENDOR CERTIFIES:

1. NEITHER IT NOR ITS PRINCIPALS ARE PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE, OR VOLUNTARILY EXCLUDED FROM PARTICIPATION IN THIS TRANSACTION BY ANY FEDERAL DEPARTMENT OR AGENCY.
2. AS REQUIRED BY THE STATE DRUG-FREE WORKPLACE ACT OF 1990 (GOVERNMENT CODE, SECTION 8350 ET. SEQ.) AND THE FEDERAL DRUG-FREE WORKPLACE ACT OF 1988, AND IMPLEMENTED AT TITLE 34, CODE OF FEDERAL REGULATIONS (34 CFR), PART 85, SUBPART F, FOR GRANTEES, AS DEFINED AT 34 CFR, PART 85, SECTIONS 85.605 AND 85.610, THE BIDDER CERTIFIES THAT IT WILL CONTINUE TO PROVIDE A DRUG-FREE WORKPLACE.

THE SPONSOR AGREES TO:

1. REQUEST BY NO LATER THAN 1 week prior AN ACCURATE NUMBER OF
TIME OF DAY AND DAY OF WEEK
MEALS TO BE DELIVERED TO THE SPONSOR ON EACH Monday - Friday. NOTIFY THE
WEEKDAY OR SPECIFIC DAYS AS APPROPRIATE
VENDOR OF NECESSARY INCREASES OR DECREASES IN THE NUMBER OF MEAL ORDERS WITHIN^{4*} 72 HOURS OF
THE SCHEDULED DELIVERY TIME. ERRORS IN MEAL ORDER COUNTS MADE BY THE SPONSOR SHALL BE THE RESPONSIBILITY OF THE
SPONSOR. SINCE VENDOR PREPARES FOOD FRESH, FOOD ORDERED VERY LATE OR CANCELLED WITH VERY LITTLE NOTICE MAY INCUR
CHARGES. SPONSOR IS RESPONSIBLE FOR MAINTAINING HOLIDAY/DAYS OFF CALENDAR AND REPORTING TO VENDOR. MEALS ORDERED
OR DROPPED ON A HOLIDAY WILL BE THE RESPONSIBILITY OF THE SPONSOR IF UNREPORTED.
2. ENSURE THAT AN SPONSOR REPRESENTATIVE RECEIVES THE MEALS FOR EACH SITE, AT THE SPECIFIED TIME ON EACH SPECIFIED DAY.
THIS INDIVIDUAL WILL INSPECT AND SIGN FOR THE REQUESTED NUMBER OF MEALS. THIS INDIVIDUAL WILL VERIFY THE TEMPERATURE,
QUALITY, AND QUANTITY OF EACH MEAL DELIVERED. THE SPONSOR ASSURES THE VENDOR THAT THIS INDIVIDUAL WILL BE TRAINED AND
KNOWLEDGEABLE IN THE RECORD KEEPING AND MEAL REQUIREMENTS OF THE NSLP, AND IN HEALTH AND SANITATION PRACTICES. UPON
DELIVERY SPONSOR IS RESPONSIBLE FOR MAINTAINING THE PROPER TEMPERATURE OF THE MEAL COMPONENTS UNTIL THEY ARE
CONSUMED.
3. SPONSOR SHALL HAVE STATE OR LOCAL HEALTH CERTIFICATIONS AS NEEDED FOR EACH OF THEIR SITES AND SHALL MAINTAIN
CERTIFICATION FOR THE DURATION OF THE AGREEMENT. PROVIDE PERSONNEL TO SERVE MEALS, CLEAN THE SERVING AND EATING
AREAS, AND ASSEMBLE TRANSPORT CARTS AND
AUXILIARY ITEMS FOR RETURN TO THE VENDOR NO LATER THAN Next delivery day.
TIME EACH DAY
4. NOTIFY THE VENDOR WITHIN 2 DAYS OF RECEIPT OF THE NEXT MONTH'S PROPOSED MENU OF ANY CHANGES,
ADDITIONS, OR DELETIONS, WHICH WILL BE REQUIRED IN THE MENU REQUEST.
5. PROVIDE THE VENDOR WITH A COPY OF NSLP COMPLIANCE SCHEDULES; AND ALL OTHER TECHNICAL ASSISTANCE MATERIALS
PERTAINING TO THE FOOD SERVICE REQUIREMENTS OF THE NSLP. THE SPONSOR WILL, WITHIN 24 HOURS OF RECEIPT FROM THE STATE
SPONSOR, ADVISE THE VENDOR OF ANY CHANGES IN THE FOOD SERVICE REQUIREMENTS OF THE NSLP. IN THE CASE OF AUDIT,
SPONSOR WILL NOTIFY VENDOR WITHIN (3) BUSINESS DAYS OF RECEIVING NOTICE. SPONSOR SHALL BE RESPONSIBLE OF FORWARDING
THE WRITTEN NOTIFICATION FROM THE GOVERNING ENTITY SO THAT VENDOR IS POSITIONED TO BEST SUPPORT THE REQUISITION
REQUEST AND TAILOR THE SUPPORT. TYPICAL DOCUMENT REQUISITION IN A FORMAL AUDIT INCLUDES SUPPORT WITH MENUS, DELIVERY
RECEIPTS/RECORDS, RECIPES, LABELS AND PRODUCT FORMULATION STATEMENTS. ASSISTANCE OF EXTRAORDINARY NATURE MAY INCUR
CONSULTATIVE FEES.

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6. PAY THE VENDOR BY THE 30th DAY AFTER INVOICING THE FULL AMOUNT AS PRESENTED ON THE MONTHLY ITEMIZED INVOICE. THE SPONSOR AGREES TO NOTIFY THE VENDOR WITHIN 48 HOURS OF RECEIPT OF ANY DISCREPANCY IN THE INVOICE. VENDOR RESERVES THE RIGHT TO CHARGE INTEREST (COMPOUNDED MONTHLY) ON ANY BALANCE LEFT UNPAID ON AN INVOICE. FOR AVOIDANCE OF DOUBT, FAILURE TO PAY AN INVOICE IS CONSIDERED A MATERIAL BREACH OF THIS AGREEMENT.

TERMS OF THE AGREEMENT:

July 1, 2024

THIS AGREEMENT WILL TAKE EFFECT COMMENCING _____ AND SHALL BE FOR A PERIOD
DATE

OF ONE CALENDAR YEAR. IT MAY BE TERMINATED BY WRITTEN NOTIFICATION GIVEN BY EITHER PARTY HERETO TO THE OTHER PARTY AT LEAST 90 DAYS PRIOR TO THE DATE OF TERMINATION. VENDOR WILL BE PAID WITHIN 15 DAYS FOR ANY MEALS AND SERVICES PROVIDED THROUGH THE EFFECTIVE TERMINATION DATE OF SERVICE.

ADDITIONAL CONTRACTUAL UNDERSTANDINGS:

1. **Confidentiality and Rights of Data.** During the term of this agreement, Vendor may grant to Sponsor a nonexclusive right to access certain proprietary materials of Vendor, including signage, food service surveys and studies management guidelines and procedures, operating manuals, software (both owned by and licensed by Vendor), and similar compilations regularly used in Vendor's business operations (trade secrets). Sponsor shall not disclose any of Vendor's trade secrets or other confidential information, directly or indirectly, during or after the term of the agreement. Sponsor shall not photocopy or otherwise duplicate any such material without the prior written consent of Vendor. All trade secrets and other confidential information shall remain the exclusive property of Vendor and shall be returned to Vendor immediately upon termination of the agreement. Sponsor shall not use any confusingly similar names, marks, systems, insignia, symbols, procedures, and methods. Without limiting the foregoing and except for software provided by Sponsor, Sponsor specifically agrees that all software associated with the operation of the service, including without limitation, menu systems, accounting systems, and other software, are owned by or licensed to Vendor and not Sponsor. Furthermore, Sponsor's access or use of such software shall not create any right, title interest, or copyright in such software and Sponsor shall not retain such software beyond the termination of the agreement. In the event of any breach of this provision, Vendor shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available.

Unless otherwise required by law, subpoena or court order, Sponsor shall not disclose any of Vendor's trade secrets or other confidential information, directly or indirectly, during or after the term of the agreement. Unless otherwise required by law, subpoena or court order, Sponsor shall not photocopy or otherwise duplicate any such material without the prior written consent of Vendor.

This provision shall survive termination of this agreement.

2. **Insurance.**
- 2.1. Sponsor will keep and maintain Commercial General Liability insurance in an amount no less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate and will provide Vendor with a certificate evidencing insurance in the amount, and specifying that the coverage will not be canceled or modified without thirty (30) days prior written notice to Vendor.
- 2.2. Prior to the commencement of services Vendor procure and maintain the following insurance which shall be evidenced by Certificates of insurance submitted to Sponsor:
- 2.3. Commercial General Liability insurance which shall be written on an occurrence basis with limits not less than one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) in the aggregate for

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claims against bodily injury, personal injury, and for property damage including any liability resulting from incidents of improper product preparation, contamination or transport and will provide sponsor with a certificate evidencing insurance in the amount, naming Sponsor as an additional insured and specifying that the coverage will not be canceled or modified without (30 days prior written notice to Sponsor.

- 2.4. Workers' Compensation Insurance with statutory limits and Employer's Liability insurance with limits not less than \$1,000,000 per accident or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Sponsor.
 - 2.5. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the services or operations performed by Vendor with a combined single limit not less than \$1,000,000 per accident.
 - 2.6. Primary & Non-contributory. Vendor's insurance shall be primary with respect to all claims or suits arising from its performance under this agreement and any insurance and/or self-insurance maintained by Sponsor shall not be required to contribute with it.
 - 2.7. Broader Coverage and limits. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of the Vendor hereunder.
3. **Provisions.** The following list of additional provisions will assist Sponsor and Vendor to manage the process.
- 3.1. Vendor will not supply items such as additional condiments, additional eating utensils, paper items, serveware/eatware, specialty/allergy/substitute milk, etc. unless separately contracted. Sporks and napkins essential to meal service is included.
 - 3.2. Sponsor is responsible to report/deal with any allergy/special diet needs and special order with Vendor.
 - 3.3. Sponsor acknowledges that Program food might be made on equipment that also manufactures products containing peanuts, eggs, shellfish, milk, wheat, and tree nuts.
 - 3.4. Vendor reserves the right to substitute stated menu items on the meal plan or snack option if it becomes unavailable in the market or due to unforeseen circumstances.
 - 3.5. Sponsor agrees that meal plans and snack options are intended for consumption at site. Vendor will deliver food labeled for the day of intended use. Prepared foods that are not consumed on the day of intended use will be properly disposed of by Sponsor. "Leftovers" may not be removed from the site and Vendor will not be responsible for food items removed without knowledge and prior consent.
 - 3.6. Vendor meals are not intended or labelled for retail sale.
 - 3.7. All other information/assumptions/provisions contained in "Chefables response (dated 4/26/23) to Making Waves Academy RFP" are included by reference here to this contract (response can stand alone or be incorporated as Appendix A to this document.)
4. **Time of Essence.** Time is of the essence in the performance of this Agreement.
5. **Notices.** All change orders, notices, demands, requests, exercises, and other communications under this Agreement shall be in writing and sent

If to Vendor:
Bigbreak, LLC
PO Box 288
South San Francisco, CA 94083
Email: info@chefables.com

If to Sponsor:
Making Waves Academy
4123 Lakeside Drive
Richmond, CA 94806

These addresses may be changed by written notice to the other party.

6. **Indemnification by Vendor.** Vendor hereby agrees to defend, indemnify and hold harmless Sponsor, and its directors, officers, and employees for, from and against each claim, loss, liability, cost and expense (including reasonable attorney's

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fees and expenses), directly or indirectly relating to, resulting from or arising out of any material breach by Vendor of any of the provisions of this Agreement or any act or failure to act by Vendor in connection with the transaction contemplated by this Agreement which constitutes negligence, bad faith, or willful misconduct.

7. **Indemnification by Sponsor.** Sponsor hereby agrees to defend, indemnify and hold harmless Vendor for, from and against each claim, loss, liability, cost and expense (including reasonable attorney's fees and expenses), directly or indirectly relating to, resulting from or arising out of any material breach by Sponsor of any of the provisions of this Agreement or any act or failure to act by Sponsor in connection with the transaction contemplated by this Agreement which constitutes negligence, bad faith, or willful misconduct.
8. **Indemnified Parties.** Any indemnification contained in this Agreement for the benefit of a party shall extend to the officers, partners, members, employees, and agents of the party. In no event will either party be liable for any special, incidental, consequential or indirect damages or damages for lost profits arising in any way out of this Agreement, however caused and on any theory of liability.
9. **Cooperation of the Parties.** Vendor and Sponsor agree to cooperate fully, to work in good faith, and to mutually assist each other in the performance of this agreement. In connection herewith, the parties shall meet to resolve problems associated with this agreement. Neither party will unreasonably withhold its approval of any act or request of the other to which the party's approval is necessary or desirable.
10. **Warranties and Limitations.** The Vendor makes no warranties or representations to Sponsor other than those printed hereon. The Vendor shall not be liable for non-performance of this contract when such non-performance is attributable to utility disruption, fire, labor troubles, disputes or strikes, accidents, government (Federal, State and Municipal) regulations of, or restriction upon travel or transportation, non-availability of food, beverage, or supplies, riots, national emergencies, acts of God and other causes whether enumerated herein or not, which are beyond the reasonable control of the Vendor, preventing or interfering with the Vendor's performance. In such event, the Vendor shall not be liable to Sponsor for any damages, whether actual or consequential, which may result from such non-performance. If Vendor assists Sponsor to procure any equipment it will be the sole responsibility and liability of the Sponsor for the usage, payment and maintenance of equipment. Vendor will, upon reimbursement in full, transfer to Sponsor a formal bill of sale, without recourse or warranty of any kind, express or implied, all of Vendor's right, title and interest in and to such Equipment on an "**As Is, Where Is**" basis. This transaction will be considered a pass-through from Vendor to Sponsor and at all times when equipment is on Sponsor sites, Sponsor assumes any and all legal responsibility and liability with respects to this equipment. Before bill of sale is completed (at full reimbursement) Sponsor will have liability insurance in place for usage and safety of equipment. Vendor will not be liable for any defects or liability that arises out of use of or in connection with said equipment at any point in time.
11. **Force Majeure.** Neither Vendor nor Sponsor shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure". As used in this agreement, "force majeure" means acts of God; acts of the public enemy; acts of a governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes, freight embargoes, or illegality. If any of the above causes an inability for Vendor to deliver meals, Sponsor will not be responsible for the cost of un-delivered meals. However, Vendor may suggest an alternative meal solution e.g. delivery from a local pizza parlor, in which case, Sponsor shall be fully responsible for payment of the alternate meal solution. Sponsor shall also be fully responsible for meals delivered but damaged by any of the above causes.
12. **Assignment.** In the event all or substantially all of Vendor's assets are acquired by another company, Vendor shall notify Sponsor in writing. Within 30 days, Sponsor has the right to continue service under the guidance of the acquirer, or terminate the agreement.
13. **Counterparts.** This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
14. **Successors.** This Agreement shall be binding on and inure to the benefit of the parties, and their respective heirs, personal representatives, successors, and assigns.
15. **Third-Party Rights.** Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and assigns, any rights or remedies under or by reason of this Agreement.

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16. **Construction.** Headings at the beginning of each section and subsection are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Agreement. The singular form shall include plural and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to Sections are to this Agreement.
17. **Severability.** If any provision of this Agreement shall be held or made invalid by a court decision, statute, rule or otherwise, the remainder of the Agreement shall not be affected thereby and shall remain in full force and effect as if the invalidated provision had not been included herein.
18. **Modification and Amendment.** This agreement is subject to such modifications as may be required by changes in Federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this agreement shall be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved in accordance with applicable law.
19. **Survival of Certain Terms:** Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this agreement and the exhibits and/or attachments hereto which may require continued performance, compliance, or effect beyond the termination or expiration date of the agreement shall survive such termination or expiration date and shall be enforceable as provided herein.
20. **Applicable Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of California.
21. **Entire Agreement.** This Agreement may not be amended or modified except in writing and agreed to by both parties. This Agreement represents the entire understanding between the parties, and all prior discussions and negotiations are merged within it.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DATES INDICATED BELOW:

VENDOR OFFICIAL SIGNATURE	SPONSOR OFFICIAL SIGNATURE
VENDOR OFFICIAL NAME (PLEASE TYPE) BIGBREAK, LLC DBA) CHEFABLES	SPONSOR OFFICIAL NAME (PLEASE TYPE) MAKING WAVES ACADEMY
TITLE Lesley Kohn, Executive Director	TITLE
PHONE NUMBER 888-808-2433	PHONE NUMBER
DATE	DATE