

# Passione Food Services, LLC (d/b/a Franco's Italy)

## Policies

I acknowledge that I have carefully read, fully understand, and accept the terms and conditions of this notice from Passione Food Services, LLC, hereafter referred to as "Franco's Italy" by visiting our website [www.francositaly.com](http://www.francositaly.com) or by registering for a Franco's Italy event.

Parties • the first step is to wear the right outfit! Please dress appropriately in comfortable clothes that can get messy, as well as closed toed shoes; no flip flops (highly recommended). We provide aprons during Home parties or you can bring your own.

•BOOKING - You may book a party online or by phone at 901-316-2825. Early booking is strongly encouraged as available Party dates fill up quickly. •Booking details and a signed waiver must be completed by the start of all Parties and events.

•Because party size is limited, payment must accompany Home Party Booking. Payment must be made prior to event via Square, Visa, MasterCard, American Express, or cash.

•REFUNDS AND RESCHEDULING - Each Home Party has a non-refundable fee -- Check your dates carefully before booking!

•\*If you need to cancel or reschedule, you may do so as long as it is up to 3 days before the party. A credit for a future party will only be issued if cancellation occurs at least 3 days prior to the party. If you cancel or do not show up to the party, you will be given a credit for a future party with a rescheduling fee of \$25. Rescheduling can only be done one time after the initial party date chosen.

•\*\*If you book a party and your residence or facility is not available for the date and time of the party, then that party will be deemed a NO SHOW and terminated and may be rescheduled.

•Gift cards/certificates also use the same policies for no shows or cancellations.

•Franco's Italy reserves the right to cancel or modify a party or private event for any reason, including but not limited to insufficient enrollment or instructor illness. If your guest(s) or attendee(s) in any party is/are disrupting the Home Cooking Party (includes texting, talking over chef instructions, not paying attention to basic knife skills), the Chef will stop the party/event immediately and full payment is still required.

•Please notify Franco's Italy via email at [francositaly@gmail.com](mailto:francositaly@gmail.com) with any cancellation requests. If you have any questions, concerns, or special needs (including food allergies) or additional assistance, please contact us at 901-316-2825

•Birthday Parties & Special Events - Early booking is strongly encouraged as dates fill up quickly. However, we are always willing to work with you on short notice to make your event a huge success.

•To book a party or special event, contact us by phone at 901-316-2825.

•A non-refundable deposit is due to reserve the date and time for your event. Should you need to change the date of your event, we will do our best to accommodate, however depending on the notice given; a second deposit may be required.

•Booking details and a signed waiver must be completed by the start of the event.

•Your balance is due in no less than 7 days prior to the date of your event.

•Franco's Italy reserves the right to cancel or modify an event for any reason. If this occurs, individuals will be contacted and a full refund will be issued.

All Home Cooking Party Hosts and their guests must comply with all of the policies and procedures of Franco's Italy, as set forth herein. The policies and procedures, and agreement may be amended at Franco's Italy's sole discretion.

•1. Host gives Franco's Italy and its agents, employees, officers and outside contractor's permission to use their residence or facility for the purposes described herein.

•2. Franco's Italy cleans and sanitizes its equipment prior to each party or event. Host acknowledges that his/her/its residence and/or kitchen or facility, used for the purposed herein, shall be clean and free of all clutter and unsanitary items or debris and that bathrooms will be provided for use by all attendees.

•3. **Alcohol Policy.** Alcoholic beverages are used in our recipes and are provided by and at the express direction of the host solely for guests of the Host. Franco's Italy does not serve, purchase or distribute alcoholic beverages for personal consumption. Private adult (21 or older) parties also have the option to provide their own alcoholic beverages for consumption during the program.

Guests are solely responsible for their decision to consume alcoholic beverages during any program and that Franco's Italy, its employees, owners or officers, agents, affiliates, contractors, staff shall have no responsibility or liability whatsoever to the guest or any third party for the consumption of those beverages or any consequences or actions related to the consumption of those beverages.

•4. **Personal Property.** Franco's Italy is not responsible for the Host's or their attendee's/ guest's personal property. It is the sole responsibility of each person attending the party or event to be responsible for all belongings. Under no circumstances will Franco's Italy take responsibility for any lost, missing or stolen property personal or otherwise.

•5. **Safety.** Parents of children of the invited guest are completely responsible for the wellbeing and behavior of their minor children while attending any Franco's Italy party or event.

•6. **Cancellations for Private events:**

14 - 21 days prior to Booking = loss of deposit

Less than 14 days - \$50.00 cancellation fee + loss of deposit

Less than 7 days – full cost of party

## Online Checkout Policies:

### Security Policy:

Your payment information is always safe. We use square.com and or paysimple.com payment processing services.

### Assumption of Risk, Release, Waiver and Indemnification:

We want to ensure that everyone who participates in FRANCO'S ITALY has an event that is a safe and enjoyable experience, so please review the following information.

- I hereby acknowledge, agree and accept the risk of injury and illness inherent in any physical activity and/or program, including particularly, the programs and events offered by Franco's Italy These risks may include, but are not limited to, cuts, falls, burns, allergic reactions and other risks associated with preparing and consuming food. As such, I hereby release, discharge, indemnify and hold harmless Franco's Italy, its owners or officers, affiliates, agents, employees, contractors and teachers, from any and all injuries, illnesses, medical conditions, damages, claims, liabilities, expenses or judgments, including attorneys' fees and court costs resulting from my participation in a program or presence at a Franco's Italy event. The maximum liability of Franco's Italy and the covered parties to client or to any third-party, in the aggregate, under any and all circumstances will be equal to any fees that the client has paid to Franco's Italy for the service.

- This Agreement shall be treated as though it were executed and performed in the State of Tennessee and shall be governed by and construed in accordance with the laws of the State of Tennessee (without regard to conflict of law principles). Should a dispute arise concerning the terms and conditions of this Agreement or the breach of same by either party hereto, the parties agree to submit their dispute for resolution by arbitration before the American Arbitration Association, in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. Any award rendered shall be final and conclusive to the parties and a judgment thereon may be entered in any court of competent jurisdiction. Nothing herein shall be construed to preclude any party from seeking injunctive relief in order to protect its rights pending an outcome in arbitration.

- I understand that photos may be taken of me during Franco's Italy events and that any photographs taken by Franco's Italy agents are the property and exclusive copyright of Franco's Italy. I expressly agree that these photos can be used for archival and publicity purposes and that no compensation will be given to me for the use of these photographs.

I acknowledge that I have carefully read, fully understand, and accept the terms and conditions of this notice by visiting Franco's Italy online, registering for a Franco's Italy event, or purchasing items from the Franco's Italy online store.

Franco's Italy™ is owned by Passione Food Services, LLC