



TERMS OF SERVICE AGREEMENT

OUR SERVICES

Providing fully catered gourmet Fondue and Raclette dinners to Colorado's Roaring Fork Valley. On-site private catering offered.

MENU SELECTION

To ensure the availability of menu items, please try to submit your selection at least 24 hours prior to the time needed. If a function arises after that time we will do our best to accommodate you.

MINIMUM

A minimum of 4 people/order is required, except where another minimum is noted.

LABOR

Appropriate sales tax and charges may apply. For a private chef, charges begin at \$150 per hour.

GRATUITY

Gratuity is not automatically included. If you would like to add gratuity to any invoice, please let us know.

PAYMENT AND DEPOSITS

A 20% deposit is required for any order. The deposit will be applied to the final invoice total. Deposit becomes non-refundable 48 hours prior to event/date. Payment for a function is expected prior to the start of the function or upon arrival.

CATERING CANCELLATION POLICY

Petit Mont-Blanc LLC cancellations and guest count reductions must be received a minimum of 48 hours prior to arrival time. No Reductions or Cancellations left on voice mail, email, or fax machine will be accepted. Private functions must be canceled five business days prior to the scheduled event date to avoid a cancellation fee of 50%. Functions canceled the day of the event are subject to the total amount due.

GENERAL CONDITIONS

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only. It should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk. This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our products are subject to change without notice. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of

products or product pricing are subject to change at anytime without notice, at the sole discretion of us. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.

ACCURACY OF BILLING AND ACCOUNT INFORMATION

You agree to provide current, complete and accurate purchase information for all purchases made. You agree to promptly update us with your information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

PROHIBITED USES

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be error-free. You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Petit Mont-Blanc LLC or our employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, destruction, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of

any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless Petit Mont-Blanc LLC and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes. These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof).

ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of United States and State of Colorado.

CHANGES TO TERMS OF SERVICE

You can review the most current version of the Terms of Service at any time at this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

PRIVACY POLICY

We request information from you for our own legitimate business purposes and not for the benefit of any non-affiliated party. Therefore, we will not release your information to non-affiliated parties except as necessary for us to provide the product or service you have requested of us; or as permitted by law. We are permitted to share your name, address, and facts about your transaction with one or more of our agents, and affiliated companies, to provide you with services you have requested, for marketing or product development research, or to market products or services to you. We do not disclose personal information about our customers or former customers to non-affiliated third parties, except as outlined herein or as otherwise permitted by law.

CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at [Petit Mont-Blanc LLC](#)