



**EFFECTIVE DATE:** SEPTEMBER 1, 2018

- 1.** As a service to the Jewish Community, The Summit at First Hill, a Washington not-for-profit organization (“The Summit”) is offering to make fresh kosher meals (“Meals”) available in accordance with these Terms and Conditions.
- 2.** All Meals prepared at The Summit are prepared by it in accordance with kosher dietary laws and supervised by the Va’ad Ha Rabanim of Greater Seattle, the local agency that certifies kosher food.
- 3.** Provided adequate advance notice is received by The Summit (Shabbat orders by prior Wednesday, Shiva 48 hours prior to pick-up), and payment in good funds received at the time ordered, The Summit shall provide good quality fresh kosher Meals of the types and at the price of \$30 per meal + tax. All Meals are made to-go, and are for consumption by persons on a regular diet. No therapeutic diet Meals of any kind whatsoever are available. The Summit may adjust the Meals and the prices described without notice.
- 4.** The Summit shall prepare and package the Meals ordered and make them available for pick-up at The Summit (Shabbat orders on Friday between 4:30 p.m. and 5:00 p.m.; Shiva meals between 4:30 p.m. and 5:00 p.m.). The party ordering the Meals shall be responsible to see that they are picked-up timely. Meals ordered but not picked-up by 6:00 p.m. shall be disposed of by The Summit, but shall nevertheless be charged to the customer. No refunds shall be available for any Meal which is not picked-up timely. The customer or anyone acting on their behalf to pick up the Meals ordered shall sign for such Meals at The Summit’s Front Desk.
- 5.** From and after pick-up at The Summit, the customer shall be solely responsible to properly transport and handle the Meals in keeping with applicable food safety requirements to assure that they remain in good condition and safe to consume.
- 6.** The Summit and the customer (each as an “Indemnitor”) shall indemnify, defend and hold harmless the other (as “Indemnitee”), and the Indemnitee’s partners, principals, agents, representatives, personnel and patients, from and against any and all liability, damages, losses, claims, demands, judgments, costs and expenses of every nature and kind arising out of or incidental to or in any way resulting from the acts or omissions, whether negligent or otherwise, of such Indemnitor (including, without limitation, its employees, subcontractors and agents) in connection with the furnishing of kosher Meals hereunder; provided, however, that the foregoing shall not apply to the extent caused by the gross negligence or willful misconduct of the Indemnitee. In the event a claim is filed against either party for which this section establishes indemnification liability, the party served/notified of the claim shall promptly notify the other of such claim, and the Indemnitee shall have the right to choose counsel.

7. Disclaimer of Warranties. **Except as expressly provided in these Terms and Conditions, The Summit does not make, and the customer waives and disclaims, any representations or warranties regarding the kosher Meals provided, including (without limitation) any implied warranties of fitness of the Meals or other services hereunder for a particular purpose or implied warranties arising out of course of dealing, course of performance or usage of trade.**
8. The Summit may discontinue this service to the community at any time, without notice.
9. General
- a. **Notices:** Any notice shall be sufficient if delivered in person, emailed, faxed or mailed, postage prepaid. Delivery shall be deemed effective three (3) business days following the postmarked date on the envelope, or the day following any time or date stamp on any email or fax.
- b. **Successors and Assigns:** These Terms and Conditions are binding on the parties, and their respective heirs, executors, administrators, successors and assigns.
- c. **Authority:** Each party represents and warrants to the other party that he/she/it is authorized to do so on such party's behalf. Each party is responsible for compliance with applicable law and represents and warrants such compliance.
- d. **Governing Law; Jurisdiction and Venue:** The furnishing of kosher Meals pursuant to these Terms and Conditions and all matters collateral thereto, shall be governed by the laws of the State of Washington, without regard to any principles of choice or conflicts of law. Any action or proceeding brought to enforce or otherwise arising out of or relating to the furnishing of kosher Meals pursuant to these Terms and Conditions shall be commenced and maintained exclusively in any state or federal court located within King County, Washington, having subject matter jurisdiction with respect to the dispute between the parties. Both parties hereby irrevocably submit to the jurisdiction of such courts over each of them in connection with such litigation, and irrevocably waive to the fullest extent permitted by law any objection to venue in such courts and any claim that such forum is an inconvenient forum. Any final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
- e. **Non-Waiver:** A waiver of any breach or default under these Terms and Conditions will not constitute a waiver of any other or subsequent breach or default. The failure of either party to enforce any of these Terms and Conditions will not constitute a waiver of such party's rights to subsequently enforce the term.
- f. **Entire Understanding:** These Terms and Conditions set forth the entire understanding between the parties with respect to the furnishing of kosher Meals hereunder.

