

CHEF AGREEMENT

THIS AGREEMENT is made on the date of full execution by and between Taher, Inc., a Minnesota corporation, with its principal place of business at 5570 Smetana Drive, Minnetonka, MN 55343 ("Taher") and Independent School District No. 200, Hastings, MN, with its principal office at 1000 West 11th Street, Hastings, MN 55033 ("District").

WHEREAS, Taher maintains a food service business which provides many different services to its clients, including chef services; and

WHEREAS, the District would like to retain Taher for the purpose of providing the services described herein.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises contained in this Agreement and for other valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

1. Effective Date; Term. This Agreement shall be effective January 1, 2026, and shall end on June 30, 2027, unless the Agreement is terminated prior to its expiration pursuant to Section 11 of this Agreement. Prior to or upon expiration of this Agreement, the Parties may agree, in writing, to extend its term.

2. Scope of Work. Taher shall provide the following services to the District in an efficient manner consistent with the District's policies and applicable government regulations and upon the terms and conditions set forth in this Agreement:

- a. Taher will provide at least one trained Chef on a minimum of two days each month of each school year (September through May) during the term of this Agreement to provide food service for menu offerings, samplings, and special events (hereinafter referred to as "Services"). The schedule for the Services shall be provided by the District's Food Service Director, and the building sites at which the Services will be provided will be specified in a schedule provided to Taher by August 1st of each school year. The Chefs will coordinate the details for the Services, including the number of Chefs needed, with the District's Food Service Director, and they will report to the Director while performing Services. The assigned Chefs will be trained and coached by Taher's Corporate Chefs and will have access to Taher's proprietary recipes and will work with Taher's Corporate Registered Dietitian to monitor all menu items and recipes for full compliance with USDA and state requirements.**
- b. The District's lead cooks will have access to Taher University for staff development for a minimum of four hours on at least two days during the term of this Agreement. The compensation for such staff development shall be \$800.00 per session.**
- c. Additional chef services will be made available to the District; the District will utilize services at its discretion. The rate for additional services will be \$150.00 per hour.**

3. **Consideration and Terms of Payment.** The District shall pay Taher \$3,500.00 per month for the Services performed in Section 2a of this Agreement. For any months in which Taher Chefs do not perform the Services described in Section 2a on at least two days per month, the payment shall be reduced on a pro-rata basis. Taher must satisfactorily perform the services under this Agreement and submit an itemized invoice to the District by tenth (10th) day of each month for services performed during the previous month, including the services described in Section 2a, 2b and 2c of this Agreement. The District shall pay Taher within thirty (30) days following proper receipt of Taher's invoices.

4. **Indemnity.** Each Party is solely responsible for the alleged acts and omissions or willful misconduct of its own officers, employees, officials, agents, and representatives. Taher or its insurer will hold harmless, indemnify, and defend the District, its board members, administrators, employees, officers, attorneys, insurers, agents and representatives from any and all damages and claims arising by reason of neglect, acts or omissions, or willful misconduct by Taher, its agents, or employees, including costs and attorneys' fees. Any District liability is limited to its own negligence or willful misconduct of its employees. This provision is not intended to waive any defenses or limits under the Municipal Tort Claims Act or any other statutory or common law defenses.

5. **Insurance.** Taher shall maintain, as a direct cost of operation, Worker's Compensation insurance as required by law; General Liability, including products liability, insurance with limits of \$2,000,000 for injury or death of any one person, \$5,000,000 for injury or death of two or more persons in any one occurrence; and \$500,000 for property damage for each occurrence; and Automobile Liability insurance with limits of \$1,000,000 for injury or death to any one person, \$3,000,000 for injury or death of two or more persons in any one occurrence; and \$500,000 property damage for each occurrence. At the District's request, Taher shall deliver to the District certificates evidencing such insurance.

6. **Laws; Licenses; Taxes.** Taher shall comply with all state and federal statutes, rules, and regulations applicable to the services provided under this Agreement which now exist or which may be promulgated during the term of this Agreement. Taher acknowledges and agrees that the District is not responsible for deductions or withholdings on any amounts paid to Taher, including, but not limited to, federal and state taxes, FICA or Medicare, and Taher shall pay, when due, all required employment taxes and income tax withholding, including, all federal and state income tax on any monies paid pursuant to this Agreement.

7. **Independent Relationship and Personnel.**

- a. Taher is performing services under this Agreement as an independent contractor, and it and its officers and employees are not employees or agents of the District. Nothing in this Agreement creates an employment relationship, a partnership, a joint venture, or a joint enterprise between the District and Taher. The District's financial obligation to Taher is limited to the compensation specified in Section 3 of this Agreement; it is specifically agreed and understood that the District will not pay any form of compensation or benefits to Taher employees, including, but not limited to, leave of absence benefits, insurance or pension benefits, travel, meals, lodging reimbursement, or any other form of compensation

or benefit. Taher holds the District harmless from and against any claims for benefits, contributions, premiums and taxes for which Taher is responsible to its employees, including attorneys' fees and other costs incurred by the District in contesting or defending against any responsibility asserted against the District.

- b. Taher is responsible for the hiring, supervision and discipline of its employees; however, the District has a right, with written notice to Taher, to require it to remove and replace a Chef assigned to provide services to the District.
- c. Taher shall complete criminal background checks on the Chefs assigned to perform services under this Agreement and shall provide the District a copy of the report.

8. **Data Privacy.** Any information Taher creates, collects, receives, stores, uses, or disseminates during the course of its performance of this Agreement, which concerns the personnel, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential by Taher and in conformance with any District data privacy policies and all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. Taher shall comply with any applicable requirements as if it were a governmental entity subject to the Data Practices Act, and Taher shall not disclose any private or confidential data. The remedies in Minnesota Statutes Section 13.08 apply to Taher. Taher shall report immediately to the District any requests from third parties for information related to this Agreement, and Taher shall not disclose such data. The District will respond to such data requests. All subcontracts, if allowed, will contain the same or similar data practices compliance requirements.

9. **Ownership of Material.** Taher expressly waives to the District any claim to copyright pertaining to all new materials, publications, and documents produced as a result of this Agreement and grants the District the exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination of the materials. Taher shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Taher's obligations under this Agreement without prior written consent of the District.

10. **Worker Health, Safety, and Training.** Taher shall be solely responsible for the health and safety of its employees in connection with the work performed under this Agreement. Taher shall make arrangements to ensure the health and safety of all subagents and other persons who may perform work in connection with this Agreement. Taher shall ensure all personnel, subagents are properly trained and supervised and, when applicable, licensed or certified appropriate to the tasks performed under this Agreement. Taher shall comply with federal, state and local occupational safety and health standards, regulations, and rules promulgated pursuant to the Occupational Health and Safety Act that are applicable to the work performed by Taher. Taher shall develop and implement an emergency plan and procedures to follow in emergencies

11. **Termination.** The District and/or Taher may terminate this Agreement at any time, without cause, upon thirty (30) days' written notice to the other Party. In the event of such termination, the District must make any remaining payments due to Taher, calculated on a pro-rata

basis and pursuant to the terms of Section 3 of this Agreement. The District has no obligation to pay Taher for work performed or costs incurred after receipt of notice of termination. The District may terminate this Agreement, in whole or in part, for cause upon seven (7) days' written notice if Taher fails to comply with any material term or condition of this Agreement. Nothing in this section restricts the Parties from terminating this Agreement at any time by mutual written agreement.

12. **Applicable Law.** This Agreement shall be construed in accordance with the laws of the State of Minnesota, and any lawsuit shall be venued in state or federal court in the State of Minnesota.

13. **Assignment.** Taher shall not assign any obligations of this Agreement without the prior written consent of the District. Taher shall not subcontract or contract with another party or entity to perform services or provide goods under this Agreement without prior written consent of the District. In the event of any assignment or agreement to subcontract, Taher shall remain responsible for its performance and that of any assignee or subcontractor.

14. **Notice.** Any notice required by or pertaining to this Agreement shall be in writing and shall be deemed sufficiently given if delivered in person or sent by certified mail, return receipt requested, to the address of the parties set forth below: Taher: 5570 Smetana Drive Minnetonka, MN 55343-9022; the District: Director of Finance & Operations, 1000 West 11th Street, Hastings, MN 55033.

15. **Force Majeure.** In the event the services in this Agreement cannot be performed, in whole or part, due to an act of nature, civil disturbance, fire, flood, governmental action, epidemic, pandemic, health/safety emergency, strike, lockout, or any condition or cause beyond the Parties' control, the Parties may be excused from performance under this Agreement and the District may immediately terminate this Agreement or reduce the compensation to Taher accordingly.

16. **Miscellaneous.** This Agreement contains the entire agreement between the Parties and supersedes any and all other oral, written, expressed or implied agreements between the Parties pertaining to the subject matter of this Agreement. This Agreement may not be modified except by a written document signed by the Party against whom enforcement of any waiver, change, modification or discharge is sought. A waiver of any term, condition or covenant of this Agreement by a Party does not constitute a waiver of any other terms or conditions of this Agreement, nor does it waive any subsequent breaches of the same or other terms, covenants or conditions of this Agreement.

17. **Entire Agreement.** This Agreement sets forth the entire agreement between the District and Taher. There are no prior representations, either oral or written, between the District and Taher other than those contained in this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement this _____ day of _____, 2026.

TAHER, INC.

Bruce Taher

By: 

Printed Name: Bruce Taher

Its: CEO

Date: 1/21/26

INDEPENDENT SCHOOL DISTRICT NO. 200

By: _____

Printed Name: _____

Its: Board Chair

Date: _____

By: _____

Printed Name: _____

Its: Board Vice-Chair

Date: _____

Thank You
Bruce