

USER AGREEMENT

(Updated February 2020)

Company Name _____

First and Last Name _____

Phone Number _____

Mailing Address _____

Email Address _____

This agreement ("the Agreement") is between Garden State Kitchen, LLC (hereinafter referred to as "GSK") and _____ (Name of Company; from hereinafter referred to as "User").

WHEREAS, GSK operates certain kitchen facilities as described in this Agreement which, from time to time, are available for rent; and

WHEREAS, User desires to rent those premises for the purposes herein contained;

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, GSK and User agree as follows:

Initial: _____

TERMS OF AGREEMENT

1.0 Services Provided

- 1.1** GSK agrees to provide to the User access and use of the commercial kitchen facilities located at 406 Tompkins St, Orange, NJ 07050. The following equipment will be rented to members of the User who carry full ServSafe Certification or similar food handling certification:
- Stoves
 - Conventional and convection ovens
 - Mixers
 - Fryers
 - Sinks
 - Food processors
 - Blenders
 - Etc
- 1.2** Small wares listed below will be located in a storage area available to all users within the space and are subject to availability (first come, first served).
- Pots and pans
 - Stirring spoons, spatulas, and other utensils
 - Measuring cups
 - Mixing bowls
- 1.3** Cold storage should be utilized by the User when operating within the space via the refrigerators located in each kitchen space. Longer-term cold, frozen, and dry storage can be rented or provided through other contractual agreements.

2.0 Term

- 2.1** The term of the agreement shall be month-to-month if the User has a monthly payment package or per-shift if the User uses GSK hourly. Payment is required at the beginning of the month for the monthly payment plans. Hourly reservations will be charged after the completion of the shift.
- 2.2** GSK has all rights to terminate access to the facility at any time with no notice to the User.
- 2.3** User shall be permitted to use the kitchen as set forth in this Agreement. The Kitchen is provided "as is" and "with all faults", and GSK makes no representation or warranty.

3.0 Kitchen Availability

- 3.1** The availability of the kitchen is at the sole discretion of GSK. It is anticipated that, under normal operating conditions, GSK will be available on a first-come first-served basis 24 hours per day, 7 days per week, 365 days per year. Members will receive preferential booking should simultaneous booking requests be submitted.
- 3.2** Kitchen availability is exclusively scheduled by the User online. Access to the web calendar will be provided to the User after signing the Agreement. By signing the Agreement the User understands that GSK has the right to revoke availability when it requires full use of the shared commercial kitchen space to

Initial: _____

carry out its programs, and when use of the space is necessary to carry out its mission, or for any reason as decided by GSK. Thus, the undersigned understands that dates and times of shared kitchen space operation are subject to change and availability.

4.0 Pricing

Pricing shall be set forth in a separate document and can be updated at any time, per the discretion of GSK.

5.0 Rent Payment

- 5.1 The User, by signing the Agreement, understands that use of the shared commercial kitchen space will be forbidden unless rent has been paid or committed in advance via the Food Corridor website, as applicable, or if any payments are in arrears.*
- 5.2 There is a ten-minute grace period when renting kitchen space. If the User works more than ten minutes past their scheduled kitchen time and/or arrives more than ten minutes before their shift, they will be charged an additional hour's rent.*
- 5.3 User will pay rent and all other payments and fees through www.thefoodcorridor.com*
- The Food Corridor adds a 4% service fee to invoices when using a credit card.*
 - The Food Corridor adds a 2% service fee to invoices when using an automated clearing house (ACH).*

6.0 Security Deposit

By signing the Agreement, the User agrees that security deposit is collected and retained by GSK, in a non-interest bearing account, to pay and recover loss, cost, damage or expense, while the User leases space in GSK. To the extent not necessary to cover such loss, cost, damage or expense, this security deposit shall be returned to the User within 30 days after the expiration of the Agreement.

7.0 Improvements and General Administration

- 7.1 GSK reserves the right to make improvements at any time to the shared commercial kitchen space that may include, but not limited to, making changes in rules of operation, accessibility, User identification and security procedures, and support services.*
- 7.2 User shall not injure, mar, alter, or in any way deface the premises and shall not cause or permit anything to be done whereby the premises shall be in any manner injured, marred, altered or defaced and will not drive, or permit to be driven, nails, hooks, tacks or screws into any part and will not make or allow to be made any alterations of any kind therein.*
- 7.3 User agrees that all employees, agents, participants and/or guests of the User are under the direct and complete supervision and control of the User. As such,*

Initial: _____

User is liable for all damages resulting from employees, agents, participants and/or guests utilization of the facilities and services provided by GSK. GSK assumes no responsibility for loss or theft of personal property or damage to personal property of User or any of its employees, agents, participants and/or guests.

8.0 Space Utilization Revocation

GSK has the right to revoke time periods available for rent to the User when GSK requires the full use of the shared commercial kitchen space to properly carry out its mission, or should GSK decide for any reason to revoke access to the space for a single shift or for perpetuity for any reason. Such notice will be given with 48 hours notice, when possible.

9.0 Liability of User

- 9.1 GSK shall not be liable for any damages to either person or property sustained by User or its personnel or by any third party arising in any way from; The User's use, operation, or occupancy of GSK or any portion thereof; or the sale, distributions, or use of any product that is produced at GSK.**
- 9.2 The User agrees to indemnify, defend and hold harmless GSK and its employees from any and all claims, cost and liabilities arising from, or in connection with damages or injuries to persons (including death) or property arising in any way from: The User's use, operation or occupancy of Promise Kitchen or any portion thereof; or the sale, distributions or use of any product that is produced at GSK.**

10.0 User Responsibilities

10.1 Employees

The User shall be solely responsible for its employees' safety and their actions. No more than three (3) people, including the User, will be permitted to operate in GSK per each reservation. The User must be present at all times. All members of the User's party must be 18 years old or older.

10.2 Attire

The User and all employees must wear anti-slip, closed toe shoes, and hat/hair covering. Tank tops and ripped jeans are prohibited when operating in GSK. Attire in kitchen must meet ServSafe and other food handling requirements.

10.3 Licenses

The User will maintain at all times all necessary licenses and coverages to properly own and operate a business in the State of New Jersey or New York. A New Jersey food handler's license and insurance certificate must also be provided and kept current. It is the User's responsibility to upload all documents to their account on the Food Corridor.

10.4 Public and Product Liability Insurance

The User will maintain at all times a minimum of \$1,000,000 of both product liability insurance and general liability insurance with GSK listed as additional named insurance in each case. Proof of such insurance must be provided to GSK before any use of the facility will be permitted.

Initial: _____

GSK may, at any time, require the User to show proof of the required insurance.

10.5 Unlawful Use

The User shall not use or permit GSK premises or any parts thereof to be used by any person in violation of any municipal, county, state, or federal ordinances or law, or in any manner disruptive to GSK. Such behavior shall include, but not limited to, theft, fighting, or consumption of alcohol on the premises.

10.6 Smoking

Smoking of any substance - legal or illegal - is not permitted anywhere on the premises. This includes cigarettes, e-cigarettes, vapors, marijuana, and any other item not listed here.

10.7 Access

The User will be given an access code and a key to the facility. The User, by signing this Agreement, agrees to keep their code confidential, and that the code is kept with the User. No one unknown to the User and without their own access code should be admitted to the premises at any time by the User.

10.8 Inspection

GSK shall have the right to inspect GSK at any time during the User's session and reserves the right to enter whenever it deems to be necessary.

10.9 Board of Health Inspections

The User shall submit to Board of Health inspections as often as the required and pay any associated fees as required by the Board Health. The User agrees to cooperate with the Department of Health and maintain a Food Handler's License.

10.10 Food Equipment Safety and Sanitation

All personnel of the User will be required to earn ServSafe certification. They are also responsible for maintaining proper food handling procedures, cleanliness and safety of work stations and food storages (both dry and cold) whenever in GSK.

10.11 Procedures, Policies, and Regulations

By signing the Agreement, the User agrees to comply with all posted or distributed procedures, policies, or regulations of GSK.

10.12 Products

Only those items that will be used for human consumption will be deemed appropriate for manufacturing at GSK, or otherwise noted.

10.13 Fryer Use

If practicable, the User is expected to drain oil from the fryer(s), when used. The User is responsible for collection oil used in fryer no longer than 24 hours after the completion of the reservation.

10.14 Photo and Video Release

The User grants permission to GSK and its agents and employees the irrevocable and unrestricted right to reproduce the photographs and/or video images taken of them for the purpose of publication, promotion,

Initial: _____

illustration, advertising, or trade, in any manner or in any medium. The User hereby releases GSK and its legal representatives for all claims and liability relating to said images or video. The User grants permission to use statements given during an interview or workshop, with or without attribution, for the purpose of advertising and publicity without restriction. The User waives right to any compensation.

10.15 Music

Music is not permitted at any time while working in the kitchen.

11.0 Termination

In the event that such a violations of standards, or a breach, or failure to keep or perform to the standards laid out in the Agreement the User must act immediately to correct the problem when notified. If the User fails to take corrective action immediately, GSK may take such action itself and the User shall reimburse GSK for all costs of such action. GSK also has the right to terminate the rights of the User if it deems fit after such action had to be undertaken.

12.0 Cancellation

- 12.1** *In the event that the User wishes to terminate their monthly payment plan, the User must notify GSK thirty (30) days in writing. The notice shall be sent to Kris Ohleth via email, whose contact information is provided on the following page.*
- 12.2** *In the event that the User cancels time booked in the space less than 72 hours before the reservation, the User will be charged 50% of the cost associated with the time booked.*

13.0 General

- 13.1** *The User acknowledges that it has read this agreement, understands it, and agrees to be bound by its terms. The User also agrees that this agreement constitutes the entire agreement between the parties.*
- 13.2** *The User agrees to respect the rights and property of GSK other users.*

14.0 Applicable Laws

- 14.1** *User agrees to comply with all applicable laws, ordinances and rules of the State of New Jersey and the United States, and to pay all taxes imposed by law in connection with its use and occupancy.*
- 14.2** *User warrants that it will occupy Facility and conduct its activities in a manner that complies with all applicable provisions of the Americans with Disabilities Act (ADA) and the Rehabilitation Act. User agrees to indemnify GSK, its principals, agents, and employees from any claim, losses, suits, proceedings, damages, or liabilities, including attorney's fees, that arise out of or based on the grounds that the facility or services provided the user failed to comply with the applicable provisions of the ADA or any other applicable law. User agrees to reimburse GSK for any legal or other expenses incurred by GSK in connection with investigation of defending against such claims, losses suits, proceedings, damages, or liabilities, as and when such expenses are incurred, GSK reserves the right to settle any claim, proceeding, or suit at any time.*

Initial: _____

15.0 Indemnification and Waiver of Liability

GSK shall not be liable to use, or to any agent, employee, servant, guest, or invitee or User, and User shall indemnify, defend, and hold GSK harmless from and against any all fines, suits, claims, demands, losses, liabilities, actions, and costs (including attorney's fees) arising from: any injury to person or damage to property caused by any act, omission, or neglect of user, its agents, employees, servants, or invitees; User's use of the facility under this agreement or the conduct of User's business; any activity, work, or thing done, permitted, or suffered by external User under this agreement; or any breach or default in the performance of any obligation on GSK's part to be performed under the terms of this agreement.

16.0 Non-Assignment

User shall not assign or transfer this Facilities Use Agreement or sublet any portion thereof without the express, written consent of GSK.

17.0 Governing Law and Jurisdiction

17.1 This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

17.2 If any dispute arises out of or relating to this agreement, in order to resolve it in an efficient and cost effective manner, it will be subject to arbitration in the State of New Jersey pursuant to the rules of the American Arbitration Association. The decision of the arbitrator will be final and enforceable in any court of competent jurisdiction.

GSK Representative _____

Name _____

Signature _____

Date _____

Company Name _____

Name _____

Signature _____

Date _____

Initial: _____