

Moody's Lunch Service, Inc. Kitchen Operating Agreement

This agreement is entered into by Moody's Lunch Service, Inc., a California Corporation, 4637 Market St. San Diego, Ca. 92102 and the "Customer".

Company Name: _____

A(n) _____ (corporation, individual, etc.)

Address: _____

Name: _____

Phone# _____ Email address: _____

1. Services to be Provided: Moody's Lunch Service, Inc., an inspected & fully licensed Catering Kitchen in the city of San Diego, agrees to provide the Customer access to, and use of, the kitchen facilities at Moody's Lunch Service, Inc., including use for production of the Customer's products. Facilities and services provided shall include but are not limited to: use of stoves, sinks, refrigerators, freezers, counters, storage areas and such other services as described in any attached schedule(s) signed by both parties. This agreement does not include the use of Moody's Lunch Service, Inc.'s office or any retail sales on premises.

2. Operating Schedule: The Kitchen is a shared space and shall be available for the Customer's use on a first-come-first-served basis. Certain equipment and spaces within the kitchen may or not be available for the Customer's use depending on the day and time.

3. Pricing and Deposit: The Customer will be charged in accordance with the terms and policies included in this operating agreement, which may be amended from time to time upon written agreement of both parties. The hourly rate for kitchen use is \$25 per hour. There is a \$500.00 minimum monthly charge whether or not Customer uses the kitchen. The \$500 minimum monthly fee includes up to 20 hours per month and any additional use is billed at \$25 per hour.

The Customer is required to leave a \$1,000 security deposit and pay for their first month of kitchen use upon signing this agreement. The deposit is fully refundable upon termination of kitchen use as long as no money is owed to Moody's Lunch Service at that time.

4. Payment: Payment is due in full before use of the kitchen. The only accepted method of payment for the monthly kitchen fee is automatic billing by credit card.

5. Credit Card Authorization: The Customer authorizes Moody's Lunch Service, Inc., to make any charges relating to kitchen rental and/or any other services offered by Moody's Lunch Service, Inc., to the Customer's credit card and, if necessary, initiate adjustments for any transactions credited/debited in error. This authority will remain in effect until notified by

Customer Initials: _____

Moody's Lunch Service, Inc.: _____

Customer in writing to cancel it in such time as to afford Moody's Lunch Service, Inc., and Merchant Account provider a reasonable opportunity to act on it.

6. Production Responsibilities: Under no circumstances shall Moody's Lunch Service, Inc. be liable to the Customer for any failure to meet volume production and/or other failure of the production process. Moody's Lunch Service, Inc. assumes no responsibility for the supply of any other production requirements including but not limited to ingredients, packaging, process and recipes other than the use of the facility and equipment previously set forth.

7. Product Profits: Any and all profits derived from the production of the Customer's products or services at Moody's Lunch Service, Inc. whether wholesale or otherwise shall be the sole and exclusive property of the Customer unless specifically set forth or provided for in a separate agreement.

8. Tax Liability: The Customer shall be responsible to any and all State, Federal and/or Local government authority for any taxes that may be due as a result of the production and/or sale of any of the Customer's products or services at Moody's Lunch Service, Inc.

9. Other Business Interests: This agreement shall not be construed as a partnership, joint venture or otherwise and unless otherwise agreed upon in writing and signed by both parties, Moody's Lunch Service, Inc. has no right, title or interest in and to the business or profits of the Customer.

10. Security: Moody's Lunch Service, Inc. assumes no responsibility for the security of any equipment or supplies provided by the Customer for use at Moody's Lunch Service, Inc. Any additional security of storage arrangements shall be the Customer's sole responsibility.

11. Liability of Customer: Moody's Lunch Service, Inc. shall not be liable for; any damage to either person or property sustained by the Customer or by any third party arising in any way out of the Customer's use, operation, occupancy of the kitchen's premises or sale or distribution of any product manufactured on the kitchen's premises. The Customer covenants and agrees to indemnify, defend and hold harmless Moody's Lunch Service, Inc. and it's employees from any and all claims, costs and liabilities arising from or in connection with: damages or injuries to persons(including death) or property in, upon or about Moody's Lunch Service, Inc.'s premises, any portion thereof or resulting from the sale distribution, consumption and use of any service provided or product manufactured by the Customer on Moody's Lunch Service, Inc.'s premises.

Public and Product Liability Insurance: Customer will maintain a commercial general liability policy in the (minimum) amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. Moody's Lunch Service, Inc., shall be named as additionally insured. Prior to entering into this agreement, Customer shall furnish to Moody's Lunch Service, Inc., certificates of insurance evidencing such insurance and containing the provision that no cancellation or material change in the policies shall become effective except on at least thirty (30) days prior written notice thereof to Moody's Lunch Service, Inc..

Moody's Lunch Service, Inc. must approve any deviation from this policy in writing.

Worker's Compensation Insurance: Customer will maintain a worker's compensation Policy in the amount of \$1,000,000/whenever Customer has employees, as required by law. Moody's Lunch Service, Inc. shall be named as additional insured.

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Moody's Lunch Service, Inc.: _____

12. Food and Equipment Safety and Sanitation: The Customer is responsible for obtaining and providing a valid and current Food Service Sanitation Certificate from the County of San Diego prior to entering into this agreement.

13. Signs and Advertising: Signs or other advertising matter may not be attached or painted on Moody's Lunch Service, Inc.'s premises without prior approval from Moody's Lunch Service, Inc.

14. Damages to Moody's Lunch Service, Inc. Property: Customer will be responsible for all damages to Moody's Lunch Service, Inc.'s premises and/or equipment and will pay for such damages caused by Customer or the Customer's actions, upon demand from Moody's Lunch Service, Inc. In the event that Customer damages beyond repair, or destroys any of Moody's Lunch Service, Inc.'s equipment, Customer agrees to pay full replacement value for such damaged or destroyed equipment.

15. Cleaning and Cleaning Supplies: Each customer is responsible for cleaning the kitchen as part of their daily kitchen use, including all equipment, tables, floors and removal of trash to the dumpster. We will supply all necessary cleaning supplies and take care of periodic deep cleaning. If Moody's Lunch Service, Inc. has to clean up after a customer there will be a \$50.00 charge to the credit card on file for each occurrence.

16. Default: As time is of the essence, the Customer will have three (3) days after written notice from the kitchen manager to remedy any situation that is brought to the attention of the Customer. A violation, breach or failure to keep or perform any conditions of this policy, shall not continue more than three (3) days after the situation is specified in written notice to the Customer from the Moody's Lunch Service, Inc.'s management. If more than three (3) days pass without any corrective action taken by the customer, the kitchen management may declare the Customer's rights terminated without further notice. Furthermore, Moody's Lunch Service, Inc. may repossess and remove Customer's property. The customer will be charged any reasonable storage costs.

17. Assignment: This agreement is solely between Moody's Lunch Service, Inc. and the Customer. The Customer shall not transfer usage privileges or services of Moody's Lunch Service, Inc. or use the whole or any part of the kitchen premises.

18. Termination: Notwithstanding any provision contained in the agreement, Moody's Lunch Service, Inc. may in Moody's Lunch Service, Inc.'s sole and absolute discretion terminate this agreement without further liability by delivering written notice to customer.

19. Non-binding Until Fully Executed: This agreement is for discussion purposes only and does not constitute a formal offer by either party. This agreement is not and will not be binding on either party until and unless it is fully executed by both parties. As of the date of execution by both parties, this Operating Agreement shall substitute any previous Operating Agreement made between Moody's Lunch Service, Inc. and the Customer.

21. Lost Keys: Will be replaced at \$30.00 per key.

Customer Initials: _____
Moody's Lunch Service, Inc.: _____

TO EVIDENCE THEIR AGREEMENT, these parties have subscribed their names to be effective the date this agreement is fully executed.

CUSTOMER:

NAME: _____

TITLE: _____

Signed: _____

Date: _____

MOODY'S LUNCH SERVICE, INC.

NAME: _____

TITLE: _____

Signed: _____

Date: _____

Customer Initials: _____
Moody's Lunch Service, Inc.: _____