



Kitchen Client Agreement

This agreement, made on _____, between RAS Enterprise, Inc. (d.b.a. DELAWARE KITCHEN SHARE), a corporation in the state of Delaware through its kitchen manager, and _____ hereinafter referred to as the KITCHEN CLIENT, is as follows:

1. USE: The KITCHEN CLIENT shall use the kitchen only to prepare and package the Product, and for no other use. The KITCHEN CLIENT will provide their own kitchen utensils (pots, bowls, etc.) and will provide their own lock for mobile security units. The KITCHEN CLIENT will provide DELAWARE KITCHEN SHARE with the key or combination for any lock installed. Each KITCHEN CLIENT must adhere to the DELAWARE KITCHEN SHARE Policies and Procedure Manual.

For the purposes of this agreement, a Recurring User is defined as a KITCHEN CLIENT who signs this agreement for the term indicated in Section 2. below with expressed expectation/intention to repeat kitchen use for at least two months. A One-time or Personal User is defined as a KITCHEN CLIENT who signs this agreement for the term indicated in Section 2. below with no expressed expectation/intention to repeat kitchen use.

2. TERM: The term of this Agreement will be ____ month(s) beginning _____ and ending _____ for at least ____ hours per month. Upon completion of this term, and with receipt of applicable monthly payment, this agreement will be automatically renewed on the same basis. The KITCHEN CLIENT may terminate the Agreement with thirty (30) days prior written notice. No credit will be extended to KITCHEN CLIENTs for unused hours. Should the KITCHEN CLIENT choose to terminate this agreement prior to the completion of the term and with less than 30 days prior written notice, the rental fee for any hours beyond the first day in the termination month will be changed to match the highest rate for a Recurring User at the number of remaining hours according to the attached Rate Schedule.

Should a Recurring User choose to terminate this agreement prior to the second month of kitchen use, the rental fee will be changed to match the higher rate of a One-time user according to the attached Rate Schedule.

Services retainer will be earmarked for cleaning (if the KITCHEN CLIENT fails to do so) and equipment repair should the KITCHEN CLIENT be found responsible for damage. The retainer will be refunded thirty (30) days after all balances on account have been paid in full.

3. FEES: A basic fee of \$____ /hour (see attached Rate Schedule) covers the rental of the kitchen. Payment will be collected from KITCHEN CLIENTs at the beginning of each month before the facility is utilized. KITCHEN CLIENTs will be invoiced on a monthly basis and payment expected on the first of the month regardless of length of agreement term. Charges for cooler, freezer, mobile security units, and

miscellaneous fees are due and payable in advance at the beginning of each month and shall be paid to: Delaware Kitchen Share, P.O. Box 1103, Middletown, DE 19709.

Time is of the essence; a late charge of \$5 per day shall be assessed beginning the sixth day of the month. If the KITCHEN CLIENT has an unpaid balance on the eleventh day of any month, all kitchen privileges will be revoked and any kitchen hours reserved by the KITCHEN CLIENT will be cancelled and made available to other KITCHEN CLIENTS. A \$10 reactivation fee will be charged to reinstate the agreement.

If an account remains unpaid on the 31st day after an invoice has been issued, the KITCHEN CLIENT authorizes DELAWARE KITCHEN SHARE to subtract the amount due and a termination fee of \$50 from the KITCHEN CLIENT's security deposit. KITCHEN CLIENT will be responsible for any remaining balance as well as collection costs incurred or to be incurred in enforcing this Agreement, including but not limited to court costs and all reasonable attorney's fees. KITCHEN CLIENT agrees to compensate DELAWARE KITCHEN SHARE \$15 for each occasion that a check is returned by the KITCHEN CLIENT's bank for insufficient funds. A \$250 service retainer (\$500 for personal and one-time users) is required and will be collected when a signed KITCHEN CLIENT agreement is submitted.

4. LIABILITY OF KITCHEN CLIENT: DELAWARE KITCHEN SHARE shall not be liable for: any damage to either person or property sustained by the KITCHEN CLIENT or by any third party arising in any way out of the KITCHEN CLIENT's use, operation, occupancy of commercial kitchen premises, or sale or distribution of any product manufactured on the commercial kitchen's premises. The KITCHEN CLIENT covenants and agrees to indemnify, defend, and save harmless DELAWARE KITCHEN SHARE and its employees from all claims, costs, and liabilities arising from or in connection with: damages or injuries to persons (including death) or property in, upon, or about DELAWARE KITCHEN SHARE Commercial Kitchen's premises, any portions thereof, or resulting from the sale, distribution, and use of any product manufactured by the KITCHEN CLIENT on DELAWARE KITCHEN SHARE Commercial Kitchen premises.

All equipment provided to the KITCHEN CLIENT through DELAWARE KITCHEN SHARE is the property of DELAWARE KITCHEN SHARE and shall not be removed from the premises. The KITCHEN CLIENT shall, for the full duration of his/her contract period, maintain the equipment in good condition. The KITCHEN CLIENT shall have no right, title, or interest in the equipment, except as expressly set forth in this agreement. If any KITCHEN CLIENT or employee of a KITCHEN CLIENT removes any property belonging to DELAWARE KITCHEN SHARE without the express written consent of the kitchen representative, this will constitute breach of contract and result in the termination of this Agreement. The kitchen manager may repossess and remove KITCHEN CLIENT's property. DELAWARE KITCHEN SHARE may also take further legal action.

5. PUBLIC AND PRODUCT LIABILITY INSURANCE: Each KITCHEN CLIENT will maintain product liability insurance and general liability insurance (a minimum of \$500,000.00 each) with DELAWARE KITCHEN SHARE listed as additional named insured. DELAWARE KITCHEN SHARE KITCHEN CLIENTs will provide proof of insurance to the kitchen manager prior to processing any food products at the kitchen that will be offered for sale.

6. DEFAULT: As time is of the essence, the KITCHEN CLIENT will have three (3) days after written notice from the kitchen manager to remedy any situation that is brought to the attention of the KITCHEN CLIENT. 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 KITCHEN CLIENT from the management. If more than three (3) days pass without any corrective action taken by the KITCHEN

CLIENT, the kitchen manager may declare the KITCHEN CLIENT's rights under this management terminated. Furthermore, the kitchen manager may repossess and remove KITCHEN CLIENT's property. The KITCHEN CLIENT will be charged any reasonable storage cost.

7. ASSIGNMENT: The KITCHEN CLIENT shall not transfer usage privileges without prior approval from DeKS or sublet the whole or any part of the commercial kitchen premises.

8. BREACH OF CONTRACT: If the KITCHEN CLIENT fails to comply with this agreement as set forth to facilitate use of kitchen, breach of contract and dismissal of kitchen usage may occur. All kitchen privileges will be revoked and any kitchen hours reserved by the KITCHEN CLIENT will be cancelled and made available to other KITCHEN CLIENTS. The kitchen manager may repossess and remove KITCHEN CLIENT's property. Enforcement of these rules will be applied at the discretion of kitchen management.

The applicant acknowledges receipt and review of the Delaware Kitchen Share Policies and Procedures Manual. By her/his signature below s/he indicates that s/he is fully aware of its contents and that it is her/his responsibility to comply with the regulations contained therein as a condition of her/his use of the facility, S/he shall be bound by the Delaware Kitchen Share Policies and Procedures Manual, a copy of which is attached as Addendum A and incorporated by reference.

TO EVIDENCE THEIR AGREEMENT, all parties have subscribed their names to be effective the date written below.

Signature: _____

Applicant Name: _____
(please print)

Date: _____

Signature: _____

Kitchen Manager Name: _____
(please print)

Date Acknowledgement
Received: _____

As of 10.28.12