



## The Kitchen User Services Contract

This person or organization joins this Agreement as User of The Kitchen facility by LEAP.

Full Legal Name of Business: _____
Legal Status of User (Check One): <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Other _____
Name Authorized Representative: _____
Title (e.g., Sole Proprietor, Partner, President, Manager): _____
Mailing Address: _____
Email: _____
Telephone: _____
Emergency Contact Name and Phone Number: _____

This User Services Agreement is between the User (identified above) and Local Environmental Agriculture Project, Inc (also referred to here as “LEAP” or “LEAP Kitchen”), and is effective upon the date of execution shown below. User and LEAP agree to the following terms:

1. SERVICES. LEAP will provide User with nonexclusive access to and use of LEAP’s commercial food and manufacturing facility (“Facility”), subject to the terms of this Agreement.
  - a. Facility. The Facility is a shared-use facility; equipped with commercial food production equipment and dry and refrigerated storage. LEAP shall maintain the Facility in a sanitary and orderly state and ensure that all equipment available to User operates to all applicable health and safety standards.
  - b. Business Services. LEAP may also provide user with the following services: advice on business development, product development, and/or packaging and label design; assistance with complying with food safety regulations, business plan development and/or accessing small business financing; training in safety and sanitation; and marketing support activities (“Business Services”).
  - c. User Prerequisites. All Users of the LEAP Kitchen will have completed the following activities and provided appropriate documentation to the LEAP Kitchen Manager before User may enter and use the facility:
    - Complete applicable items on most current New User Checklist;
    - Complete application form and paid application fee and Annual Membership;

- Successfully complete the LEAP Orientation and other courses as deemed necessary (GMP for Packaged Foods & Baked Goods, ServSafe or equivalent for ready-to-eat services);
  - Receive and read LEAP Community Standard Operating Procedures (SOPs) and provide a copy to all employees
  - Receive and read LEAP Kitchen Use Policies and provide a copy to all employees
  - Provide Proof of Product Liability Insurance, as detailed in Section 4.c, below.
  - Provide copy of Roanoke City Business License
  - Provide copy of certification by Va Dept of Health or VDACS
- d. Scheduling of Use. Because the Facility is a shared use facility, LEAP shall control the times and manner of all Users' access to and use of the Facility. User shall request use of the Facility in advance using the online scheduling system. LEAP will make its best efforts to create a schedule for use of the Facility that accommodates all Users' reasonable requests.

2. PAYMENT TERMS. User will pay LEAP rent for each hour (or part thereof) that the User occupies the Facility and uses the Services described in Section 1 of this Agreement according to the following terms:

- a. Fee Schedule. The fees for various uses of the Facility and/or equipment are set out in the Fee Schedule, attached to this Agreement. LEAP may change this fee schedule at any time and will notify users as soon as possible in advance of changes.
- b. Payment Terms. LEAP will bill User for Facility and storage use at the end of each calendar month. Payment is due upon receipt. If User pays any bill more than 60 days after invoice, LEAP may assess a Late Payment Fee.
- c. Late Payment. User will pay a Late Payment Fee on all outstanding balances more than 60 days after the date on each invoice. The Late Payment Fee will be 1.5% per month for all past due User Fees and other invoiced expenses. Should any amount remain unpaid for more than three (3) months, LEAP may in its discretion suspend User's rights to use the Facility under this Agreement until User's entire outstanding balance is paid in full.

3. USER DUTIES. User agrees to assume the following duties in its use of the Facility under this Agreement:

- a. Rental and Use Policies. User acknowledges that User has received and read the Fee Schedule as well as Kitchen Use Policies and the LEAP Kitchen Standard Operating Procedures. LEAP reserves the right to amend any or all of these Policies at any time upon written notice to User. If User violates these Policies, LEAP may impose a fine (see Kitchen Use Policies, #25) upon User at its discretion. User agrees to comply with all of the rules and obligations set forth in the SOPs and Use Policies as currently stated and as modified at any time in the future. LEAP reserves the right to terminate Agreement at any time.
- b. Contact Information. User promises that the identification, address and contact information stated at the beginning of this document is current and correct. User agrees to keep LEAP informed of any changes in User's legal identity, address, additional employees, or other contact information.
- c. Security. LEAP is equipped with open storage areas. User agrees that LEAP assumes no responsibility for the security of any equipment or supplies the User brings for their use in the facility. If available, individual storage areas shall be equipped with locks and keys, and

- will be assigned upon availability to the User upon request. If any additional locked storage is brought into the facility by the User, User shall supply a duplicate key to the Kitchen Manager.
- d. Food, Ingredients, and Equipment Safety and Sanitation. All Users and their employees are required to successfully complete the LEAP Kitchen Orientation Meeting before they may use the Facility. New employees must receive SOPs and Kitchen Use Policies before entering the Kitchen. Each person using the Facility must receive specific authorization before using the Facility and all equipment.
  - e. Housekeeping Policies. User policies include but are not limited to the following:
    - 1. Users will provide their own cleaning towels, cooking items, sheet pans, ingredients, utensils, small wares and other special items necessary to their specific production needs.
    - 2. No equipment or items owned by LEAP shall ever leave the premises.
    - 3. Users will strictly follow the SOP's provided by LEAP before, during and after each use of the facility.
    - 4. If User fails to leave the Facility in the proper condition, User may receive a warning and be responsible to pay the actual cost of cleaning the facility as determined by LEAP. Upon a second such failure, User shall pay a fine (set out in the Rental and Use Policies) and actual cleaning costs. Upon a third such failure, this Agreement shall be terminated.
  - f. Assignment. Except for User's properly trained and authorized employees, User may not transfer or assign User's privileges under this Agreement to any third party. This includes the disclosure of the User's security entrance code. The User shall not grant access or allow a third party to operate in the Facility any time. Violation of this duty is grounds for immediate termination of this Agreement and the immediate discharge of that User from the Facility.
  - g. Signs and Advertising. No signs or advertising matter shall be painted or attached in any way on the LEAP premises.

4. HEALTH AND SAFETY RESPONSIBILITIES. To ensure the safety of all persons associated with the LEAP Kitchen facility, User shall also comply with the following:

- a. Worker Safety. User is exclusively responsible to ensure that User and its employees observe proper safety procedures while using the Facility. All User employees must have registered with the Kitchen Manager and provide contact information in case of emergencies before being authorized to work at the LEAP Kitchen. No children under 16 are allowed in the Kitchen.
- b. Right of Inspection. The LEAP staff retains the right to enter and inspect operations at any time during use. The Health Department of the City of Roanoke and the Virginia Department of Agriculture and Consumer Safety shall have the right to inspect without prior notice at any time deemed necessary by their organizations.
- c. Product Liability Insurance. Each User will maintain a minimum coverage of \$1,000,000 of general business liability insurance, including product liability insurance, with Local Environmental Agriculture Project, Inc named as "added named insured" on each policy. Users must provide proof of insurance to the Kitchen Manager before User may enter and use the facility.

5. LIMITATION OF LIABILITY. User agrees that any and all claims involving LEAP are strictly subject to the following limitations:

- a. Business Services. All Business Services provided by LEAP and/or any officers, staff, or other agents of LEAP are provided solely for the purpose of assisting User in the operation of its business. LEAP makes no representations, warranties or guarantees that the business services provided will result in the success of the Company. User understands and acknowledges that User is solely and completely at freedom to accept or reject any business services, and that the principal(s) or owner(s) alone are in control of the Company and its success or failure. User acknowledges and agrees that LEAP and any officers, staff, trustees or other agents of LEAP are not liable to the Company or its principal(s) or owners(s) for any damages resulting from the use of or reliance upon the business services provided by LEAP.
- b. Liability. Local Environmental Agriculture Project, Inc shall not be liable for any damage to either person or property sustained by the tenant or by any third party arising in any way out of the User's use, operation, occupancy of LEAP premises, or sale or distributing of any product manufactured on the premises. The Users covenant and agree to indemnify, defend, and hold Local Environmental Agriculture Project, Inc, and its employees from all claims, costs, and liability arising from or in connection with damages, injuries to persons (including death), or property in, upon, or about the LEAP premises, or any portions thereof, or resulting from the sale, distribution, and use of any product manufactured by the User on the LEAP premises.

6. CONFIDENTIALITY. User and LEAP agree and acknowledge that the Facility is a shared-use facility, and may be occupied and used simultaneously by similarly situated third-party Users ("Others"). The Parties further acknowledge and agree that the conduct of User's business and the production of User's products may involve the use of recipes, techniques, formulations, sources of ingredients, financial and business records and other information that is owned and used exclusively by the User that constitute trade secrets or proprietary knowledge that must remain confidential for the protection of User's business ("Confidential Information"). User acknowledges and agrees that Others may have also have Confidential Information that applies to the conduct of their own business. User and LEAP acknowledge and agree that User's Confidential Information may be disclosed to LEAP for the purpose of providing product authorization, training, or Business Services to User.

- a. LEAP is required to report to its grantors and sponsors on the economic impact of the services it provides. Users agree to provide an estimated sales value (wholesale and/or retail) on all of the goods they produce in the Facility. LEAP will treat this as Confidential Information and will provide only aggregate statistics in its reports. LEAP may also periodically survey Users for detailed information on company growth under similar terms.
- b. In the course of using the Facility, User shall make reasonable efforts to not give User's Confidential Information to Others or any third party. User shall also respect that Others using the Facility may be applying their Confidential Information and shall take care not to discover Other's Confidential Information. Any spying or deliberate intrusion into Others' Confidential Information is grounds for terminating this Agreement.
- c. In the course of dealing with LEAP and its officers and employees under this Agreement, User shall take care to inform LEAP whenever User is disclosing Confidential Information to

LEAP. LEAP shall make all reasonable efforts to prevent disclosure of User's Confidential Information to any third party.

- d. Confidential Information does not include information that is already known to LEAP, to the public or any third party beyond User's control, or obtained by User from an independent source or otherwise developed independently from the User. This agreement does not cover any disclosure required by applicable law or regulation.

7. TERMINATION. This Agreement shall continue indefinitely unless terminated as provided in this Section. User's obligations pursuant to Section 6 (Confidentiality) of this Agreement and any financial obligation to LEAP shall survive the termination of this Agreement.

- a. Annual Renewal. This Agreement shall expire one year after original signing date. The Parties may elect to renew the Agreement for additional terms of one year. LEAP may in its discretion modify the terms of this Agreement upon renewal, and may require User to execute a new version of this Agreement as a condition of renewal.
- b. Voluntary Termination. This Agreement may be terminated at any time by either party upon thirty days (30) written notice to the other party.
- c. Breach or Default. User must correct any violation, breach, or failure to keep or perform any conditions of this Agreement or the Rental and Use Policies within three (3) days after receiving written notice of such from the Kitchen Manager of LEAP. If more than three (3) days pass without any corrective action taken by the User, LEAP may, in its sole discretion, terminate this Agreement. This Agreement may also be terminated as provided in Sections 3.a, 3.e 5, 3.f and 6.a of this Agreement.
- d. User Property. Upon termination, User shall remove all of User's property from the Facility. If User's property is not promptly removed, LEAP may enter, take possession of and remove User's property. User shall be liable to LEAP for a reasonable storage cost for any property removed in this way.

8. MISCELLANEOUS PROVISIONS.

- a. Jurisdiction and Venue. Any disputes regarding this Agreement shall be resolved in the courts of the City of Roanoke, Virginia, and according to the laws of Virginia.
- b. Relationship of Parties. This Agreement shall not be construed to form a partnership or any other business association between the Parties other than independent parties to contract. User, its officers, agents and employees are not employees or agents of LEAP.
- c. No Oral Modification. This Agreement may only be modified in writing signed by the parties.

9. ENJOYMENT. This shared-use commercial Facility is a unique facility meant to be useful to and enjoyed by its Users. The Facility has been furnished to accommodate a wide variety of start-up businesses. It is necessary that all Users work collectively to make this shared-use space work for all. Cooperation will benefit everyone and will allow harmony in the entire space. It is the desire of LEAP to aid the many persons that may desire to start their business and provide a clean and workable space for all parties. We wish each User's business the greatest success with their product and with their business. May each grow and prosper and become a contributing member of our community.

This Agreement is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the duly authorized representative of each party.

User

Local Environmental Agriculture Project, Inc

\_\_\_\_\_

Signature

\_\_\_\_\_

Signature

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Title

\_\_\_\_\_

Title

\_\_\_\_\_

Name of Business