



LAKOU KITCHEN LLC FACILITIES USE AGREEMENT

This Kitchen Facilities Use Agreement (the “Agreement”) shall be made effective as of the date the parties fully-execute this Agreement and shall be by and between **LAKOU KITCHEN LLC**, located at 2901 Marne Hwy, Mt. Laurel NJ 08054 (“Lakou”) and the **Undersigned Party** (“User”). (Individually referred to as the “Party” and Collectively referred to as the “Parties”).

I. RECITALS

Lakou is created for the purpose of providing a platform for and encouraging the development of small businesses involved with the preparation and/or processing of food. Lakou makes available to such small businesses the shared use of high-quality commercial kitchen facilities located at 2901 Marne Hwy, Mt. Laurel NJ 08054 (the “Facilities”).

User is a small business involved with the preparation and processing of food. Lakou wishes to grant to User, and User wishes to obtain from Lakou, the right to use the Facilities on a shared basis for the purpose of assisting User with User’s preparation or processing of food in connection with its business, all subject to the terms and conditions of this Agreement set forth below.

II. TERMS OF THE AGREEMENT

A. Right to Use Facilities. Lakou hereby grants to User, and User hereby accepts from Lakou the right to use the Facilities, including, but not limited to, stoves, sinks, refrigerators, freezers, counters, individual storage areas and units, and such other facilities, equipment, and services as might be provided by Lakou to User on a shared use basis with other client businesses of Lakou (“Other Users”), all subject to the terms and conditions set forth in this Agreement. All use by User of the Facilities shall in all ways conform to those terms and conditions.

B. Interference with Use by Others. User and the Associated Personnel shall take all measures to ensure cooperation, courtesy, and lack of disruptions in the use of the Facilities. User and the Associated Personnel shall not make any use of the Facilities that, in Lakou’s sole discretion, disrupts the orderly operation of the Facilities by Lakou and/or use of the Facilities by Other Users who are authorized to do so. Behavior deemed disruptive by Lakou, may, without limitation, include: arguing; discourteous behavior; fighting or menacing; theft; conversion; or unauthorized use of another’s property; the repeated use of profanities; consumption of illegal drugs or alcohol; use of the Facilities under the influence of illegal drugs or alcohol; listening to music that is audible to Lakou or Other Users; any behavior in violation of one or more of the provisions of the Statement; or any other behavior that might be disruptive of the orderly operation of the Facilities by Lakou or by or its client small businesses. User and the Associated Personnel shall diligently report to Lakou any violations of Lakou’s Rules and Regulations and/or disruptive behavior by the Other Users, or any of them. Violation by User of any of the provisions of this paragraph, above, shall be a default under the provisions of this Agreement.

C. Inspections and Removal of Items. User hereby grants to Lakou, its authorized agents, and to all agencies of local, State or Federal government with jurisdiction over Lakou and its operations, the right, at any time and without notice to User except as might be required by applicable law, to inspect all of the property belonging to User and/or the Associated Personnel present or stored at the Facilities, including any equipment, utensils, products, and supplies. The right to inspect described above shall extend to any private or semi-private storage area or unit, whether or not independently secured by User or the Associated Personnel, the use of which has been granted to User by Lakou. User shall provide Lakou with a spare key to any locks used by User and/or the Associated Personnel to secure any such private or semi-private storage area or unit. User shall fully cooperate with the conduct of such inspections. User hereby authorizes Lakou to take such actions as might be necessary, in its sole discretion, to correct any unsatisfactory conditions discovered by such inspections and to remove and

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dispose of, at User's sole cost and expense, any items of User posing a risk to the health and safety of the users of, or visitors to, the Facilities. User hereby waives any right to seek reimbursement for the value of any items of User so removed and/or disposed of by Lakou. Failure by User to comply with the provisions of this paragraph, above, shall be a default under the provision of this Agreement.

D. **Food Equipment Safety and Sanitation.** User shall at all times maintain proper food handling and safe use of the equipment comprising the Facilities in compliance with applicable provisions of the Statement, this Agreement, and applicable law, including the safety and sanitation courses described in this Paragraph. Failure by User to comply with the provisions of this Paragraph shall be a default under the provisions of this Agreement.

E. **Permits and Licenses.** User, so long as it and/or the Associated Personnel continue to use the Facilities, shall maintain in good standing all permits, licenses, and other regulatory permissions that might be required for the conduct of User's food preparation and/or processing business and of User's lawful use of the Facilities, including, without limitation, any required business license, sales tax license, seller's permit, and/or processing food registration. User shall maintain current at the Facilities, and present for Lakou inspection upon request, a Food Safety Certificate or any comparable certification covering all persons using the Facilities for or on behalf of User. User, to the fullest extent provided by law, shall indemnify Lakou for, and hold it harmless against, any damages suffered by Lakou as a result of User's failure to comply with the provisions of this Paragraph. Failure by User to comply with the requirements of this Paragraph of this Agreement, shall be a default under the provisions of this Agreement.

F. **Term of Agreement.** This agreement shall be for (6) months from the date this Agreement is fully signed and executed. Upon expiration of the agreed upon term, the agreement will enter a month to month status. Once the agreement enters month to month status, Lakou or User may terminate the agreement with 30 days written notice.

G. **Package and Fees.** User shall be provided with the membership package, which requires User to spend a minimum of \$550 per month in kitchen time, storage or other kitchen products/services. User will be billed the minimum \$550 or standard monthly fees, whichever is more, at the beginning of each month. Any unused credit or funds remaining at the end of the month will be forfeited. As a member, User will receive the following pricing:

1. \$15 per hour for Kitchen Usage and \$25 off storage rates.
2. There is a one-time, nonrefundable, registration fee of Two Hundred Fifty Dollars (\$250)
3. User may request other services as needed which will be billed and invoiced through Lakou's online scheduling and billing software.
4. Users are responsible for cleaning after their rental session. A cleaning fee in the amount of Two Hundred (\$200.00) Dollars will be assessed to User's account in the event that, in Lakou's sole discretion, User's work area is not cleaned properly. User shall pay all cleaning fees within fourteen (14) days of invoice.

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H. Scheduling. User shall schedule cooking time using Lakou's scheduling system. Lakou shall make its reasonable best efforts to provide access for User's use of the facilities at times so reserved and scheduled by User. However, Lakou shall retain the right, in its sole discretion, to determine that all or a part of the Facilities should be closed for cleaning, repairs to make alterations of the Facilities, for necessary inspections, for public safety reasons, or for any other reason deemed by Lakou to require the temporary closing of all or a part of the Facilities. In the event the Facilities have been closed at a time duly reserved and scheduled by User for its use, User shall comply with any such closing and shall have no recourse of any kind against Lakou for any claims, damages, or losses caused by the Facilities' being closed at the reserved and scheduled time. Notwithstanding any other provision of this Agreement, Lakou reserves to itself the sole right to determine the availability and suitability for use of the Facilities.

I. Facilities Provided "As Is". The Facilities, including all portions thereof and all equipment provided for User's use, are provided "As Is." Lakou makes no representations, warranties, or guarantees, express or implied, including, without limitation, the warranty of merchantability and the warranty of fitness for a particular purpose, relating to the Facilities or to User's use thereof.

J. Use of Equipment. User shall seek instruction for each person using the facilities for or on behalf of User in the safe use and proper cleaning of all such equipment. Failure to do so shall be a default under the provisions of this Agreement. User and the Associated Personnel will refrain from operating any equipment located in the Facilities without having first obtained such instruction. User shall be responsible for any damage, injury, or loss, including personal injury and property damage, resulting from the improper use or cleaning of any equipment comprising the Facilities by User and/or the Associated Personnel.

K. Reporting of Injuries and Damage. User shall immediately notify Lakou of the following: (a) any injuries requiring medical attention; (b) any damage to or malfunction of the equipment located in the Facilities; and/or (c) any other condition that may affect the safe and orderly operation of the Facilities.

L. Cleaning. After each use, and prior to User's departure, User will restore to a clean and sanitary condition any portion of the Facilities used by User, including, without limitation, any floors, sinks, equipment, pots, pans, utensils, storage areas, work surfaces, and the like. User agrees it shall be charged the amount of \$200 for any cleanup required to be performed by Lakou to bring the Facilities to a clean and sanitary condition, within the sole discretion of Lakou. Lakou shall have the right to remove any items of personal property stored at the Facilities by User, including any items stored in any private or semi-private storage areas or units, if doing so, in Lakou sole discretion is necessary for purposes of maintaining the health and safety of personnel present at the Facilities.

M. Deliveries. User shall bear sole responsibility for damage or loss to, and the fitness for a particular purpose of, any items of personal property delivered to the Facilities for, or at the request of, User, including, without limitation, supplies and equipment required for the conduct of User's food preparation or processing business. In the event, Lakou, by prior arrangement with User, agrees to accept delivery of any such items or equipment for, or on behalf of, User, Lakou shall not be responsible in any way for the condition of the items or equipment so accepted. Lakou reserves the right to refuse to accept delivery of, and/or to require the immediate removal

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from the Facilities of, any items of personal property, including supplies and equipment, that appear, in Lakou sole discretion, to be defective, spoiled, or otherwise unsatisfactory for their intended use by User.

N. Insurance.

1. Commencing within fourteen (14) days after execution of this Agreement and continuing throughout the entire term of this Agreement and any extension term or terms thereof, User shall at User's sole cost and expense, procure and maintain in full force and effect an insurance policy or policies protecting User and Lakou and its respective directors, officers, employees, and building owners against any loss, liability, or expense whatsoever from personal injury, theft, death, property damage, or otherwise, arising out of, or occurring upon or in connection with, User's business, of the Facilities pursuant to this Agreement, or by reason of User's and/or the Authorized Personnel's use of the business premises comprising the Facilities. The insurance required by this paragraph shall expressly cover claims based on product liability, property damage, and personal injury. Lakou and the building owner, shall be named as an additional insured, in such policy or policies of insurance and User shall execute a waiver of subrogation in favor of Lakou. Such policy or policies of insurance shall be written by an insurance company acceptable to Lakou and shall include general liability coverage of One Million Dollars (\$1,000,000) per incident; and such insurance as may be required by law in the State of New Jersey. The insurance afforded by the policy or policies of insurance described above shall not be limited in any way by reason of any insurance that may be maintained by Lakou. No later than ten (10) days from the day that the parties execute this Agreement, User shall furnish to Lakou evidence showing compliance with the provisions of this Paragraph. Evidence of insurance shall include a statement that the policy or policies may not be cancelled or altered without at least thirty (30) days' prior notice to Lakou. User shall, throughout the term of this Agreement and any extension term thereof, provide Lakou with such information regarding the insurance required by the Provisions of this Paragraph 14 of this Agreement, as Lakou might request from time to time.

2. Commencing within fourteen (14) days after execution of this Agreement and continuing throughout the entire term of this Agreement and any extension term or terms thereof, User may at User's sole cost and expense, procure and maintain in full force and effect an insurance policy or policies protecting User, Lakou and the owner of the building against damage to, or loss of, User's personal property present at the Facilities, including all of User's equipment and supplies. In the event that User procures such insurance, the insurance shall expressly cover claims based on fire, burglary, and vandalism. Lakou and the owner of the building shall be named as an additional insured in such policy or policies of insurance and User shall execute a waiver of subrogation in favor of Lakou. Such policy of insurance shall be written by an insurance company acceptable to Lakou and shall include coverage of a minimum of One Million Dollars (\$1,000,000). Evidence of insurance shall include a statement that the policy or policies may not be cancelled or altered without at least thirty (30) days' prior notice to Lakou. User may, throughout the term of this Agreement and any extension term thereof, provide Lakou with such information regarding the insurance referred to by the Provisions of this Paragraph of this Agreement, as Lakou might request from time to time. This provision as set forth in this Paragraph regarding User's personal property present at the Facilities is the only insurance provision in this Agreement that is not required under the terms of this Agreement. The provisions as set forth in this Insurance section in connection with obtaining Workers' Compensation, product liability, property damage and personal injury coverage are mandatory.

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3. User shall provide Workers' Compensation insurance in an amount that complies with statutory limits in the State of New Jersey for all personnel using the Facilities for or on behalf of User who are employees of User, and User shall pay, and be solely responsible for the payment of, all social security, Federal, and State unemployment taxes, and any similar payroll taxes relating to such employees. User shall for all purposes, be considered an independent contractor, and will not, directly or indirectly, act as an agent, servant, or employee of Lakou, or make any commitments or incur any liabilities on behalf of Lakou without first having obtained Lakou express written consent.

4. Failure by User to comply with the provisions of this section (Insurance) of this Agreement, above, shall be a default under the provisions of this Agreement.

O. Default and Termination.

1. This Agreement shall be terminated:

- a) upon the expiration of the term hereof and any extension term, if not renewed by mutual agreement by the parties;
 - In the event user terminates the agreement prior to the established expiration, User will be responsible for a termination fee of 50% of the remaining term's obligations.
- b) by either party on 30 days prior written notice to the other once agreement has entered month to month status; and/or
- c) if destruction has rendered the Facilities substantially unfit for use by User for purposes of this Agreement.

2. The following shall constitute an event of default under this Agreement:

- a) Failure by User to perform a duty or obligation arising under this Agreement the occurrence of which is expressly designated as a default under the provisions of this Agreement; and/or
- b) Failure by User to perform any material duty or obligation arising under the provisions of this Agreement.

3. Remedies for default:

- a) In the event of default, Lakou will provide a written notice of default. User will have ten (10) calendar days from receipt of the notice of default to correct any violations or submit past due payments. Termination will be effective upon expiration of the notice of default if the cause of default is not remedied.
 - **Lakou has the right to lock User out of the facility and hold User's belongings if the default**

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is due to nonpayment.

- b) Upon termination of this agreement for any reason, User shall pay to Lakou all unpaid amounts that User is be obligated to pay pursuant to the provisions of this Agreement. User shall also remove all of its items of personal property, including supplies and equipment from the Facilities.

P. Limitation on Liability. LAKOU IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF LAKOU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES ARISING. COOKING BLOCK LIABILITY FOR DAMAGES UNDER THE PROVISIONS OF THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS OF FEES ACTUALLY PAID BY USER FOR USE OF THE FACILITIES AND/OR OTHERWISE PURSUANT TO THE PROVISIONS OF THIS AGREEMENT. LAKOU MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED AND THE FACILITIES PROVIDED FOR USERS'S USE UNDER THE PROVISIONS OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Q. Release; Indemnity.

1. Except for the willful or grossly negligent acts or omissions of Lakou or its agents or employees, User shall, to the fullest extent provided by law, defend, indemnify, and hold Lakou harmless from and against any and all claims, losses, actions, damages, liabilities, and expenses (including reasonable attorney's fees) that:

- a) Arise from or are in connection with User's use, maintenance, or control of the Facilities, or any portion of the Facilities;
- b) Arise from or are in connection with any willful or negligent act or omission of User, the Associated Personnel, or any of their respective agents, employees, guests, service providers, creditors, or invitees;
- c) Result from any default, breach, violation, or nonperformance of User arising under the provisions of this Agreement; and/or
- d) Arise from injury or death to persons or damage to property sustained on or about the Leased Premises.

2. User's obligations under this section specifically extend to any actions, orders, penalties, or enforcement procedures brought by or on behalf of any governmental agency or unit connection with the personal property of User, including equipment and materials, stored or otherwise present at the Facilities. User's obligations to indemnify Lakou under the provisions of this Agreement hereof shall survive the termination of this Agreement.

3. User on behalf of User and the Associated Personnel, now and forever releases and discharges Lakou and

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its attorneys, insurers, brokers, principals, officers, directors, partners, agents, employees and contractors, and whoever else may be liable, from any and all claims, liabilities, damages, and causes of action of any nature, including, but not limited to, those for personal injury, death, and/or property damage, that in any manner arise from or are relate to User's use of the Facilities pursuant to the provisions of this Agreement.

4. The release provided by User under the provisions of Paragraph of this Agreement, above, extends to and includes any and all claims, liabilities, injuries, damages, and causes of action that the parties do not presently anticipate, know, or suspect to exist, but which may develop, accrue, or be discovered in the future. User EXPRESSLY WAIVES ALL RIGHTS UNDER THE LAWS OF NEW JERSEY.

5. User represents and warrants that User has considered the possibility that claims, liabilities, injuries, damages, and causes of action that User does not presently know or suspect to exist in its favor may develop, accrue, or be discovered in the future and voluntarily assumes that risk as part of the consideration for this Agreement.

R. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement and shall not be modified or amended in any respect except by a written instrument executed by User and Lakou. This Agreement replaces and supersedes all prior written or oral agreements by and between the parties to this Agreement.

S. Counterparts/Electronic Signature. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument. This Agreement may be executed using a platform that provides electronic signatures and authentication of the signatures and shall constitute a fully executed agreement.

T. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey.

U. Severability. If any provision of this Agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable, that provision shall be deemed to be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

V. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

W. Additional Acts. The parties to this Agreement shall promptly execute and deliver any additional documents, instruments, notices, and other assurances, and shall do any other acts and things, reasonably necessary in connection with the performance of their respective obligations under the provisions of this Agreement and to carry out the intent of the parties.

X. Authority. Each party to this Agreement warrants to the other party that the warranting party has the capacity and authority to enter into this Agreement.

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