

# THE HOOD

KITCHEN SPACE + MARKET

## LIMITED USE AND LICENSE AGREEMENT

By clicking the Agree box in the application, you as the Client, are agreeing to the terms and conditions set forth by this agreement.

**1. The Hood Kitchen Space**

“The Hood Kitchen Space” means Eastside Kitchen Inc. DBA The Hood Kitchen Space, [www.thehoodkitchen.com](http://www.thehoodkitchen.com) (“Website”), an Orange County Health Department -Certified, fully licensed, shared-use commercial kitchen facility located at 350 Clinton or “Premises”).

**2. Client and Associated Personnel**

“Client” means the person or entity identified above, and Client’s principals, officers, directors, agents, employees, representatives, guests, owners, managers, partners, investors, accountants, students, interns, vendors, attorneys, insurers, brokers, contractors, and lenders. “Associated Personnel” means any person or entity present at the Facility in connection with Client, including without limitation such person’s or entity’s principals, officers, directors, agents, employees, representatives, guests, owners, managers, partners, investors, accountants, students, interns, vendors, attorneys, insurers, brokers, contractors, and lenders.

**3. Use of Facilities and Services**

In exchange for Client’s payment of use, storage and other fees and deposits, and performance of its obligations under this Agreement, the Handbook and Fee Schedule, The Hood Kitchen Space agrees to provide Client access to and use of designated kitchen and storage facilities and services (as described in Section 6 of the Handbook) and vehicle parking (collectively “Facilities”) at the Facility, at specific times, on a non-exclusive basis, for production of the Client’s products, and such other uses as permitted in writing by The Hood Kitchen Space, pursuant to the terms and conditions of this Agreement and the Handbook and Fee Schedule referenced below. The Hood Kitchen Space’s grant of use to Client does not confer any right to possession or interest in title, is not a tenancy or easement or other interest in real property, and is only a limited, revocable, non-transferrable, personal license to use designated Facilities and common areas at specific times.

**4. Client and Associated Personnel Compliance with Agreement, Handbook, Fee Schedule and Law**

Proper use of the Facilities and compliance with all laws is an important responsibility of Client. Client shall take whatever action is necessary to ensure Client and all Associated Personnel fully comply with the terms, rules and conditions set forth in (a) the Agreement; (b) The Hood Kitchen Space Handbook (“Handbook”);

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(c) The Hood Kitchen Space Fee Schedule (“Fee Schedule”); (d) all amendments, modifications and revisions to and restatements of the foregoing; and (e) all applicable city, county, State, and Federal statutes, laws, ordinances, rulings, rules and regulations relating or applicable (1) to Client’s use of the Facility and/or Facilities, and/or (2) to the production, service and/or sale of Client’s products. Client shall not use the Facilities or Facility in a manner that is unlawful, creates damages, waste or nuisance, that disturbs the occupants of neighboring properties, or that involves the use of regulated substances such as but not limited to marijuana and narcotics. The Hood Kitchen Space reserves the right to establish and impose a schedule of additional fees to be paid immediately by Client in the event of violations of the Agreement and/or Handbook.

## 5. **Handbook and Fee Schedule**

The current Handbook and Fee Schedule are attached as Exhibits A and B and are incorporated into the Agreement by this reference. Client represents and warrants that Client has read, fully understands and will comply, and cause the Associated Personnel to comply, with the Handbook and Fee Schedule. Client agrees The Hood Kitchen Space has the right, in its sole discretion, to amend, modify, revise and/or restate any or all of the terms and conditions of the Handbook and/or Fee Schedule in any or all respects, at any time and for any reason without prior notice to Client (collectively “Changes”). Handbooks and Fee Schedules bearing any Changes will be posted at the Facility and on the Website, shall be effective as of the indicated operative date, and shall be the Handbook and/or Fee Schedule applicable to Client. Client’s use of Facilities shall constitute acceptance of an agreement to the Handbook and Fee Schedule posted at the time of Client’s use. In the event of a conflict between the provisions of the Agreement and the provisions of the applicable Handbook or Fee Schedule, the provisions of this Agreement shall control.

## 6. **No Interference with Use by Others**

Client and the Associated Personnel shall follow all provisions of the Handbook relating to cooperation, courtesy, and lack of disruptions in the use of the Facilities. Client and the Associated Personnel shall not make any use of the Facilities that, in The Hood Kitchen Space’s sole discretion, disrupts the orderly operation of the Facilities or interferes with the use by any other client or person present at the Facility.

## 7. **Inspections and Removal of Items**

Client hereby grants The Hood Kitchen Space, its authorized agents, and to all agencies of local, State, or Federal government with jurisdiction over The Hood Kitchen Space and its operations, the right, at any time and without prior notice to Client except as might be required by applicable law, to inspect all property belonging to the Client and/or the Associated Personnel present or stored at the

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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. Client shall provide The Hood Kitchen Space with a key to any locks used by Client and/or the Associated Personnel to secure any such private or semi-private storage area or unit. Client shall fully cooperate with the conduct of such inspections. Client hereby authorizes The Hood Kitchen Space to take such actions as might be necessary, in its sole discretion, to correct any unlawful or unsafe conditions discovered by such inspections and to remove and dispose of, at Client's sole cost and expense, any items of the Client which are unlawful or unsafe or pose a risk to the health and safety of The Hood Kitchen Space, its employees, other Clients and Associated Personnel and other visitors to the Facilities. Client hereby waives any right to seek reimbursement for the value of any Client's items so removed and/or disposed of by The Hood Kitchen Space. Failure by Client to comply with any inspection demands may result in the loss of future use at The Hood Kitchen Space.

## 8. **Initiation and Membership Fees**

Client shall pay an Initiation Fee of One Hundred Ninety Nine Dollars (\$199.00) and possible a monthly membership fee (the "Membership Fee") in the monthly amount of Nineteen Dollars and Ninety Nine cents (\$19.99) may be paid if decided upon by the staff of The Hood Kitchen Space on the date of application as well as every consecutive month until cancelled based on our "Membership Cancellation Policy". See Exhibit D for more information and overview of Membership.

## 9. **Membership Cancellation Policy**

Client's Monthly membership (\$19.99) will be automatically renewed each month. Client is required to pay the membership fee every month until: A cancellation request is give the The Hood Kitchen Space 30 days prior to the next charge date. The following cancellations steps are required to process cancellation.

- a. Send a formal Cancellation Request to [Kelsea@thehoodkitchen.com](mailto:Kelsea@thehoodkitchen.com) with:
  - i. Your Full Name, Company Name, Date, Phone Number, and Address
  - ii. You acknowledge by sending the cancellation email that any payments that are due over the following 30 days will be processed
  - iii. All regulatory agencies will be notified upon cancellation of Membership
  - iv. You will receive a cancellation confirmation email confirming cancellation status within 24 hours. Please follow up with a phone call to the office if you do not receive an email confirmation. You will still be charged until you receive the cancellation confirmation

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## 10. Use Related Fees

In consideration of Client's use of the Facilities, Client shall pay The Hood Kitchen Space the following fees as more fully described in the Handbook and Fee Schedule:

- a) Hourly usage fees for Client's use of the Facilities;
- b) Storage fees;
- c) 7% Facility Surcharge;
- d) A cleaning fee for time and materials required to clean and organize Client's kitchen space, storage space and/or other Facilities used by Client if left in an unacceptable condition;
- e) Overtime fees for unscheduled additional use by Client of the Facilities beyond the properly reserved and scheduled time;
- f) Fees for violation of the Agreement, Handbook and/or Fee Schedule; and
- g) Any other fees arising from Client's use of the Facilities or Facility.

## 11. Scheduling

Client shall schedule time for use of the Facilities online through the Website in accordance with the Handbook.

## 12. Cancellations

Client may cancel a reservation up to 14 days prior to the reserved time and receive a full refund. Client may cancel a reservation up to 7 days prior to the reserved time and receive a 50% refund. If Client cancels a reservation 7 days or less prior to the reserved time, Client shall receive no refund. No other refunds will be offered for a cancelled reservation.

## 13. Production Responsibilities

Client shall be solely responsible for determining the suitability of the Facilities for Client's products. Under no circumstances shall The Hood Kitchen Space be liable to Client for any failure to meet Client's desired or expected volume, timing, quality, cost and/or other production goals.

## 14. Limited Relationship

The relationship between The Hood Kitchen Space and Client shall be that of licensor and licensee only, and no other relationship (such as but not limited to joint venture, partnership, franchise and/or lessor/lessee) is intended. By and through this Agreement, The Hood Kitchen Space provides only a revocable license for (a) limited

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access to the Facility on a non-exclusive basis and (b) limited use of designated Facilities. No possessory, tenancy or other interest is intended.

## 15. Security

The Hood Kitchen Space assumes no responsibility for the security of any equipment or supplies provided by the Client for use at the Facility. Any security arrangements shall be the Client's sole responsibility.

## 16. Responsibility of Client/Release

- a) The Hood Kitchen Space and its principals, officers, directors, agents, employees, representatives, guests, owners, managers, partners, investors, accountants, students, interns, vendors, attorneys, insurers, brokers, contractors, and lenders shall not be liable for: any damage, injury, harm or loss sustained by Client, Client's Associated Personnel or by any other person, property or business enterprise arising in any way from Client's and/or the Associated Personnel's misconduct at the Facility, their misuse of the Facilities, and/or the sale or distribution of any product prepared at the Facility by Client. Client on behalf of Client and the Associated Personnel, now and forever releases and discharges The Hood Kitchen Space and its principals, officers, directors, agents, employees, representatives, guests, owners, managers, partners, investors, accountants, students, interns, vendors, attorneys, insurers, brokers, contractors, and lenders from any and all claims, causes of action, liabilities, obligations and damages of any nature, including, but not limited to, those involving penalties, fines, costs, personal injuries, bodily injuries, deaths, business interruptions, lost business opportunities, lost business income, property damage, orders, awards, judgments, attorneys' fees, litigation costs, expert expenses, and/or other litigation expenses that in any manner arise from or are related to Client's and/or the Associated Personnel's misconduct at the Facility, their misuse, maintenance and/or control of the Facilities, and/or the sale or distribution of any product produced at the Facility by Client.
- b) The release provided by Client under the provisions of Paragraph 15 above, extends to and includes any and all claims, liabilities, injuries, damages, losses, 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. Client KNOWINGLY WAIVES ALL RIGHTS UNDER CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES:
- c) **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS, WHICH THE CREDITOR DOES NOT KNOW, OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF**

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**EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

## **17. Indemnity**

- a) To the fullest extent provided by law, Client shall defend, indemnify, and hold harmless The Hood Kitchen Space and its principals, officers, directors, agents, employees, representatives, owners, managers, partners, investors, accountants, students, interns, vendors, attorneys, insurers, brokers, contractors, and lenders from and against any and all claims, causes of action, obligations, liabilities and damages of any nature, including, but not limited to, those involving penalties, fines, costs, personal injuries, bodily injuries, deaths, business interruptions, lost business opportunities, lost business income, property damage, orders, awards, judgments, attorneys' fees, litigation costs, expert expenses, and/or other litigation expenses that in any manner:
  - I. Arise from or are in connection with the conduct of Client and/or its Associated Personnel, including without limitation those arising from its misconduct at the Facility, the misuse, maintenance, or control of some or all of Facilities.
  - II. Arise from or are in connection with the sale, distribution, and/or consumption of any product produced by the Client and/or its Associated Personnel at the Facility; and/or
- b) Arise from or are in connection with any default, breach, violation, or nonperformance of Client of this Agreement, the Handbook and/or the Fee Schedule. Client's obligations under Section 16 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 Client, including equipment and materials, stored or otherwise present at the Facilities. Client's obligations to defend, indemnify and hold harmless The Hood Kitchen Space shall survive the expiration or termination of this Agreement.

## **18. Public and Product Limited Liability Insurance**

Client will maintain a minimum limit of \$1,000,000 of Commercial General Liability insurance including products/completed operations coverage with Eastside Kitchen, Inc. dba: The Hood Kitchen Space specifically named as an Additional Insured. Client shall maintain all other insurances required by law. Such policy or policies of insurance shall be written by an insurance company with a financial status in the A. M. Best Rating Guide of B+ or better. Client shall provide evidence of insurance in the form of an industry standard certificate of insurance to The Hood Kitchen Space

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management prior to working in the kitchens. The Hood Kitchen Space must approve in writing any deviation from this paragraph.

## **19. Food Equipment Safety and Sanitation**

Client and all Associated Personnel are required to complete a course regarding the safe and sanitary use of the Facilities, including food and equipment, and provide a certificate of successful completion. Client shall hold a valid “Food Protection Manager Certification” and Associated Personnel shall hold a valid “Food Handlers Card” or a valid “Food Protection Manager Certification”. Client and all Associated Personnel are required to provide The Hood Kitchen Space with a copy of such person’s food handler’s certificate, which shall be valid and current. Client shall be solely responsible for ensuring the validity of such certificate(s). Client and Associated Personnel shall at all times maintain proper food handling and safe use of the Facilities’ equipment in compliance with applicable provisions of the Handbook, this Agreement, and applicable law, including the safety and sanitation course described above.

## **20. Signs and Advertising**

Signs or other advertising matter may not be attached, painted, or displayed at the Facility without prior approval from The Hood Kitchen Space.

## **21. Participation in Meetings**

If The Hood Kitchen Space requests, Client and its Associated Personnel shall meet with The Hood Kitchen Space, including without limitation for the purpose announcing changes in requirements, policies and procedures, and discussing important issues affecting Client’s use of Facilities.

## **22. Facilities Provided on First To Reserve/“As Is” Basis**

Facilities, including all portions thereof and all equipment provided for Client’s use, are provided on a “first to reserve” basis. Reservations made through the Website shall be given priority over all other uses during the reserved time slot. The Facilities are provided “as is.” The Hood Kitchen Space 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 Client’s use thereof. Client shall determine the suitability of the Facilities for Client’s use and Client shall be solely responsible for such determination.

## **23. Reporting of Injuries and Damage**

Client shall immediately notify The Hood Kitchen Space of the following: (a) any injuries requiring medical attention; (b) any damage to or malfunction of any aspect of the Facilities, and particularly any gas or electric equipment; and/or (c) any other



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condition, event or circumstance that may affect the safe and orderly operation of the Facilities.

## **24. Returned Checks**

A Fee of \$35.00 for any returned check will be assessed and payable immediately upon receipt of invoice by The Hood Kitchen Space. The Hood Kitchen Space may at its sole discretion, require Client's payments to be made in cash, by credit card, by money order or cashier's check.

## **25. Security Door Code**

One security door code will be issued to Client. Use of the door code is restricted to Client and Associated Personnel. Client shall be responsible for use of the door code, the consequences of allowing access to the Facility. Client shall immediately report the loss, theft or misuse of a door code to The Hood Kitchen Space.

## **26. Breach/Notice of Breach/Termination for Breach**

Client's failure to perform or comply with any term or condition of the Agreement and/or the Handbook and/or Fee Schedule applicable to Client's use shall be a material breach of this Agreement. As time is of the essence, the Client will have three (3) calendar days after written notice from The Hood Kitchen Space or its kitchen manager to remedy any situation constituting a breach, unless the breach involves violation of a health or safety law, in which case Client shall immediately remedy the breach. If more than three (3) calendar days pass without complete corrective action taken by the Client, or if immediate action is not taken in the case of a health and safety violation, The Hood Kitchen Space or its kitchen manager may declare the Client's rights under this Agreement, the Handbook and Fee Schedule terminated with no further notice. Such termination shall not relieve Client of its obligations under this Agreement, the Handbook and/or Fee Schedule applicable to Client's use. In the event of termination, The Hood Kitchen Space may remove Client's property and either store it or deliver it to Client's address, at Client's expense.

## **27. Termination/Discontinuation of Use At The Hood Kitchen Space's Discretion**

Notwithstanding any other provision contained in this Agreement, the Handbook, and/or Fee Schedule applicable to Client's use, The Hood Kitchen Space may, in The Hood Kitchen Space's sole and absolute discretion, terminate this Agreement and such Handbook and Fee Schedule without liability or responsibility to Client by delivering written notice to Client. Upon request by The Hood Kitchen Space for any reason within The Hood Kitchen Space's discretion, Client shall immediately discontinue all use of the Facilities, shall have all Associated Personnel vacate the Facilities, shall remove all of Client's property, and shall pay all fees and other amounts due to The Hood Kitchen Space. In lieu of termination, Client agrees that



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The Hood Kitchen Space may discontinue Client's use of the Facilities for any reason or no reason, including without limitation, in the interests of health and safety, or to avoid disruptions to the orderly operations of the Facilities.

## **28. No Assignment**

The Client may not assign or transfer any of its rights under this Agreement and/or the Handbook and/or Fee Schedule applicable to Client's use without the prior written approval of The Hood Kitchen Space.

## **29. Binding**

This Agreement shall be effective between the parties on the date it is agreed upon by Client through website sign-in. Any written agreement(s) made between The Hood Kitchen Space and Client prior to this Agreement shall remain in full force and effect with respect to Client's obligations thereunder until Client's obligations are fully performed.

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## EXHIBIT A

### CLIENT HANDBOOK

(CONTINUED ON FOLLOWING PAGE)

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## Client Handbook Effective January 1, 2018

### 1. Introduction

This handbook is intended to provide The Hood Kitchen Space rules, policies, procedures, and information for our Clients and Associated Personnel. Clients are responsible for understanding all content and are expected to adhere to the rules and policies within. Clients shall make sure that they and their Associated Personnel follow all of the terms and conditions of this Agreement and of applicable law, including, without limitation, all applicable local, State, and Federal laws and regulations relating to safe use of the Facilities, and all applicable rules and policies of The Hood Kitchen Space.

Client and Associated Personnel must follow all the rules, policies, and procedures established in this handbook, but note these as basic requirements for respectfully using this facility:

- Enter/exit through the back door using your issued door code
- Clean up after yourself. Do not leave a trace that you have been working at the Facilities. A \$50 per hour (or any portion thereof) cleaning fee will be imposed if clean up of the kitchen and other areas is deemed necessary by management because of Client's use.
- Never touch, use or remove tools, equipment, sheet pans, bowls, spoons, food or other items that belong to The Hood Kitchen Space or another client—without express permission from the owner for each incidence.
- Designated Facilities shall be those identified in the online schedule and in the current Handbook. Client's use does not include the use of The Hood Kitchen Space's office or any retail sales space located on the premises or any other aspects of the Facilities not specifically identified for Client's use.
- Make sure you and your Associated Personnel know the contents of this Handbook and its Appendices.

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## 2. Changes to the Handbook and Fee Schedule:

The Hood Kitchen Space will post new versions of the Handbook and Fee Schedule as The Hood Kitchen Space makes changes in its discretion. Clients are responsible for making sure they and their Associated Personnel understand and follow all terms and conditions.

## 3. Requirements for Kitchen Use:

In order to reserve kitchen space-time and/or storage space, Clients must:

- Make an appointment to see the kitchen facility.
- Fill out an application.
- Completed health department consultation and have received approval to work in our facility.
- Agree to The Hood Kitchen Space Limited Use and License Agreement.
- Provide a *copy* of Client's valid Food Protection Manager's Certificate and a *copy* of the valid Food Handlers Certificate for each Associated Personnel, and Client must have the *original* certificates in Client's possession during any kitchen use.
- Provide proof of a minimum limit of \$1,000,000 Commercial General Liability insurance with Eastside Kitchen INC dba The Hood Kitchen Space specifically named as Additional Insured.
- Attend our commencement of business orientation at the Facility, at which time you will receive the required training on proper use of equipment.

## 4. Required fees prior to Use:

There are a few fees associated with registering your company with The Hood Kitchen Space.

**Application Fee:** \$199

**Monthly Membership:** \$19.99

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## 5. Storage Areas and Units:

The Facilities are equipped with individual storage racks or units, the use of which may be provided to Client by The Hood Kitchen Space pursuant to the provisions of the Handbook. Client shall store Client's property at the Facilities at Client's sole cost, expense and risk. The Hood Kitchen Space assumes no responsibility for the security of, or for any loss of or damage to, any equipment, supplies, products, or other items of personal property of Client that might be stored at the Facilities, or any portion thereof. The Hood Kitchen Space reserves the right to access and inspect any storage areas assigned to Client, and any items of personal property of Client stored at the Facilities for purposes of assuring proper sanitation and storage or as required in an emergency, or as might otherwise be necessary for proper operation and maintenance of the Facilities, or for the reasons set forth in Paragraph 7 of the Agreement. The Hood Kitchen Space hereby reserves the right to discard any item of personal property of Client stored at the Facilities if such item presents a risk to health and safety as determined by The Hood Kitchen Space in its sole discretion. The Hood Kitchen Space does not warrant or guarantee that storage space will be available for Client prior to or at the time of its reservation, and may not be able to provide adequate storage to meet Client's needs. In such event, it will be Client's sole responsibility to arrange for alternate storage away from the Facility and The Hood Kitchen Space shall bear no liability or responsibility for any expenses or inconvenience to Client resulting from having to store its items of personal property elsewhere. Client shall fully vacate the storage areas assigned to Client upon expiration of Client's authorized use of the storage areas by removing all items of property belonging to Client stored therein and leaving the storage areas in clean and tidy condition. If Client fails to remove it properly, Client shall be responsible for any expenses incurred by The Hood Kitchen Space for the removal of items and/or cleaning of the storage area following Client's vacation thereof.

**a) Dry storage, Walk-in Cold Storage and Walk-in Freezer Storage space is available on a monthly basis by size of shelf space at the rates specified in the applicable Fee Schedule.**

Keep your storage area(s) well organized. Keep any personal ingredients, equipment, or products clean and organized in your designated area only. Do not put/store anything on any shelf not assigned to you. All product and food items not stored in their original container must be clearly labeled with your name, current date, and contents. Items not clearly labeled will be thrown away.

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Reserved but unused shelf space may be used at the discretion of The Hood Kitchen Space. Your space will be available during your reserved kitchen time for any equipment, ingredients, or product drop off for storage with prior notice.

- Do not store anything on the kitchen floor, including items in boxes.
- Do not store anything on the speed racks or carts.
- Do not store anything belonging to Client or Associated Personnel in any other areas than the storage areas reserved by you.
- Store all meat on the bottom shelf of coolers and freezers. If space is limited ask The Hood Kitchen Space's staff for assistance on making room for your meat products.

**Note:** If any equipment or food is improperly stored, The Hood Kitchen Space may either move the items and/or discard them.

## b) Walk-In Refrigerator

- Label everything and include descriptions of everything that is placed in walk-in; cooked or uncooked. Label should have contents, your business name, and the date. Labels and sharpies are available, please ask a THKS team member.
- All food must be properly covered and stored in a plastic tote or a sheet pan to prevent spillage.
- Do not place food products on the floor, including boxes containing food. All food products should be stored on the proper shelves.
- Perishable food, such as meat and poultry, should be wrapped securely to maintain quality and to prevent meat juices from getting onto other food. Meats must be stored in protective containers, such as plastic stackable totes with locking seals and stored on bottom shelves only.
- Make sure thawing meat and poultry juices do not drip onto other food.

## c) Dry-Storage Rules

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- Label **everything** that goes in dry storage; cooked or uncooked. Label with the description of the contents, your business name, and the date. Labels and sharpies are available.
- All food must be covered. Store all dry foods in airtight containers or bags to prevent moisture absorption, which may lead to moldy products and proliferation of insect growth.
- Do not store food on the floor, including food in boxes, cans, and plastic containers.

## 6. Kitchen Spaces and Reserving and Paying for Kitchen Time

Kitchen Spaces and related features are described in Appendix A to the Handbook. Client shall schedule time for use of the Facilities online via The Hood Kitchen Space Website. The Hood Kitchen Space will make reasonable efforts to accommodate Client's request for particular kitchen space, but cannot guarantee such space will be available. Time must be reserved and paid for in advance of Client's use of The Hood Kitchen Space. Kitchen time may only be reserved in increments of one (1) hour. A full hour charge will be due for any partially used hour time slot. Use includes preparation and cleanup time and Client must include preparation and cleanup time in Client's scheduling of time slots. Client is responsible for payment of any reserved kitchen time regardless of whether Client starts later or completes use in less time than scheduled. Use of kitchen space during non-reserved time will be billed at the highest hourly fee. The Hood Kitchen Space shall make reasonable efforts to provide access for Client's use at times so reserved and scheduled by Client. However, The Hood Kitchen Space shall retain the right, in its sole discretion, to determine that all or a part of the Facilities should be closed for cleaning, repairs, alterations, necessary inspections, public safety, or any other reason deemed necessary. In the event the Facilities have been closed at a time duly reserved and scheduled by Client for its use, Client shall comply with any such closing and shall have no recourse of any kind against The Hood Kitchen Space for any claims, damages, or losses caused by the Facilities being closed at the reserved and scheduled time. The Hood Kitchen Space shall make a reasonable effort to accommodate Client by making the Facilities available for use for the reserved number of hours after the Facility has been reopened for use. Notwithstanding any other provision of this Agreement, The Hood Kitchen Space reserves to itself the sole right to determine the availability and suitability for use of the Facilities.

We accept reservations for up to sixty days in the future. Priority is given to Clients who make reservations that demonstrate a regular schedule of kitchen space use. New Clients and non-recurring reservations will be handled on a



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first-come, first-served basis.

Reservations are held on a first-paid, first-reserved basis. Payment for kitchen time is due at the time of scheduling. Your payment for kitchen time will reserve that time for your sole use and that time will be unavailable to other Clients.

## **7. Reserving Kitchen 5 & Studio**

You will be able to reserve the Kitchen 5 and/or adjacent Studio space for cooking classes, video, or film shoots via The Hood Kitchen Space Website. Clients are able to login to the website to schedule and pay for Kitchen 5 & Studio use.

## **8. Cancellation Policy**

Client may cancel a reservation up to 14 days prior to the reserved time and receive a full refund. Client may cancel a reservation up to 7 days prior to the reserved time and receive a 50% refund. If Client cancels a reservation 7 days or less prior to the reserved time, Client shall receive no refund. No other refunds will be offered for a cancelled reservation.

## **9. Sign-Out Sheets**

Each Client is responsible for submitting a completed sign-out sheet after kitchen use. This sheet must be completed in its entirety. Sheets can be found in the bin located next to the swinging kitchen entrance door, and will be returned to the bin located near the kitchen office. See Appendix B. These sheets are a requirement. This process is as much for you as it is for The Hood Kitchen Space. Failure to turn in the kitchen sign-out sheet will result in a \$50 fine each time it is not turned in to management and may result in suspension or termination of use.

## **10. Scheduling Pick Up/Drop Off**

We do not charge for kitchen time when dropping off or picking up product, ingredients or equipment. Clients are expected to:

- Make every attempt to schedule deliveries during scheduled hours. If this is not possible, notify The Hood Kitchen Space of the times when pick-up or delivery will occur.
- Client representative must be on-site to receive delivery.
- Be unobtrusive to other clients or staff at The Hood Kitchen Space.
- Require less than 15 minutes.

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## **11. Overage charges (using unreserved time)**

Clients are expected to:

- Reserve enough time in the kitchen space to prep, cook and clean up the entire reserved space to allow for next client to begin on schedule.
- Extra time will be automatically charged to the Client's account at appropriate rate.
- In the event overtime hours are unavailable, clean and vacate the space immediately.

## **12. Independent Orders**

Our Clients are welcome to establish their own accounts with vendors and place orders for delivery to The Hood Kitchen Space directly. Independent orders must abide by the following policies:

- All orders must be made through your own account. Do not call in an order under the name of The Hood Kitchen Space.
- Delivery must be scheduled during the hours of 9am to 5pm, Monday through Friday and you must make arrangements to be present when delivery occurs. Please check with The Hood Kitchen Space management if you have a delivery that needs to be scheduled outside the hours mentioned above.
- Inspection of boxes for pests must occur outside the Facility.

## **13. Kitchen-Use Policies**

Clients and Associated Personnel using the kitchen space facilities are expected to follow all proper sanitation requirements as well as keep the kitchen in a clean professional state. Clients and Associated Personnel are also expected to properly clean and sanitize after their time slot to ready the kitchen space for use by the next client. Our kitchens may be busy at times and it is important that the kitchen space remain professional, organized, and clean for visitors whether it's the health department, other (potential) Clients, customers, service people, etc.

At no time may Client or Associated Personnel borrow or otherwise take equipment, food, supplies, or anything not on their shelves or not belonging to their business—unless they have prior express and direct permission each time they borrow from the owner of that property.

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## a) Attire and Personal Hygiene

- Hair that is below collar length shall be contained within a protective hair restraint.
- Recommended dress: Shirt or chef coat with sleeves, no sleeveless shirts. Comfortable pants or jeans, no shorts or short skirts.
- Clean fabric apron or disposable apron. Remove apron and towel before leaving kitchen to use restroom.
- Skid and grease resistant work shoes. No open-toed shoes, running shoes, heels, etc.
- Personal hygiene: cleanliness is crucial. Clean hands and fingernails. The Hood Kitchen Space reserves the right to remove a person from the kitchen due to poor hygiene.
- Remove all dangling jewelry or chains, which might fall into food or equipment. Remove wrist and hand jewelry, except for a plain wedding band.
- All cuts should be bandaged with waterproof protectors, and watertight disposable gloves should be worn.
- Clients and Associated Personnel with open lesions, infected wounds, boils, sore throats, or any communicable disease shall not be permitted to work in the kitchen.
- Hands should be kept away from the hair, face and mouth. Wash your hands frequently; it is the best way to prevent food-borne illness.
- No nail polish, heavy makeup, or perfumes. All are forms of chemical hazards.
- No cell phone use in the kitchen area.
- Remove your apron prior to using the restrooms.

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## b) Health & Safety

- No children under 14 in the space except for the demo/studio area.
- No glass, ceramic or breakable containers in the kitchens.
- No eating or drinking in the kitchens.
- No drugs or smoking anywhere inside The Hood Kitchen Space Facility or within 50 feet of the outside of the building.

## 14. Using Shared Equipment

Equipment, utensils and smallwares have been provided to The Hood Kitchen Space's Clients as part of the hourly rate. Items left on the drying racks or in the prep and cook line areas of the kitchen will be considered shared items and may be used by other clients of The Hood Kitchen Space.

The Hood Kitchen Space *can* provide:

- Hobart Mixers (training required)
- Slicer (training required)
- Food Processors
- Professional Blenders
- Ice Machine
- Large Immersion Blender
- Fryer (rentable item that requires training) Clients are responsible for providing oil and cleaning the fryer after each use.

The Hood Kitchen Space **does not** provide:

- Plastic Wrap, foil, parchment paper
- Paper Towels
- Paper bags, cups, boxes, containers
- Garbage bags (other than for normal trash use in the kitchen)

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- Sternos, cambros, chafing dishes & other catering equipment
- Foil pans
- Olive oil, fryer oil, herbs, and seasonings

The Hood Kitchen Space makes no guarantee or representation that any particular equipment located in the Facility will be available for Client's use at any particular time. Client shall seek instruction from The Hood Kitchen Space management in the safe use and proper cleaning of all such equipment, and shall cause Associated Personnel to do the same. Client 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 at the Facility by Client and/or Associated Personnel.

## **15. Sanitation & Cleaning**

- Follow all proper sanitary guidelines for preparation of meat, including proper sanitation of equipment, tables, cutting boards, etc.
- Use appropriate cutting boards for your task at hand.
- Be sure to notify management if cleaning supplies are running low.

### **a) Finishing Your Reserved Time**

- Be sure that large sheet pans, bowls, etc. are clean and free of greasy residue for the next person who will be using them—particularly any greasy/buttery residue and baked-on food. Scrape heavily soiled dishes into the trash cans provided. **NO FOOD IN DRAINS.**
- Wipe down and sanitize all counters, tables, sinks, and equipment (doors, handles, knobs, controls, bases, etc.) using sanitizer and a clean towel. Make sure to dry the stainless sinks so they are spot free for the next Client.
- Client is responsible for providing their staff with clean towels and paper towels.
- Sweep and mop all areas where you have been working.

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- Organize your storage area(s). Please keep all your equipment, ingredients, etc. in your designated areas, clean and clearly labeled.
- Be sure all food not in its original packaging is properly and clearly labeled (name, date, contents).
- Be sure all food in the cooler and freezer is properly and clearly labeled (name, date, contents).
- Take out the trash. Trash bags should be tied and placed in the large dumpster located in the parking lot.
- Empty any trash that has spilled outside of a bag into the trash can. Replace all trash cans with clean bags. Be sure to notify management if you have used the last clean bag in the package. Clean inside of trash cans used.
- Clean and break down all cardboard boxes. If boxes are waxed or heavily soiled, place them in the trash bin located in the parking lot.
- All equipment, pots, pans, and sheet pans should be reassembled and put in their proper storage space. Do not leave anything on the drying racks in the Scullery.
- Please treat the kitchen space and other Facilities as though they are yours. And while you didn't pay for the equipment you are using, please treat it and the kitchen with respect as if it was your property.
- Necessary repairs to/replacement of any equipment broken by a Client due to misuse will be charged to Client credit card on file.

## **b) Dish Washing**

- Clients are expected to scrape into trash all heavily soiled dishes including large food scraps, greasy/buttery equipment, and animal products. NO FOOD IN DRAINS – DO NOT REMOVE DRAIN COVERS.
- Wash all dishes and equipment in the three-compartment sink located in the Scullery (left to right: wash, rinse, sanitize). If any compartment becomes dirty or too cold, empty the compartment, clean the sink, and refill as needed. DO NOT OVERFILL SINKS.

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- Ensure all dishes and equipment are thoroughly dry before returning them to the equipment racks.
- Do not stack cutting boards or sheet pans while they are drying. Dry boards individually on speed racks or drying racks. Dry sheet pans inverted on a speed rack or drying rack.
- Make sure the sheet pans and cutting boards are grease free, both top and bottom. Cutting boards must be sanitized after each use. If any dishes or kitchen tools are damaged or broken, please notify the management immediately.

## **c) Sweeping/Mopping Floors**

- Sweep and mop the floors in all areas used, including the sink areas and under prep tables.
- Fill the mop bucket with floor cleaner from the mop sink. Rinse the mop before and after each use. DO NOT OVERFILL MOP BUCKET.
- When finished mopping, empty the mop bucket into the mop sink, rinse and wring the mop, hang it above the mop sink to dry.
- Replace broom and dustpan to the storage area. Be sure to sweep and mop under and behind tables and equipment.

## **d) Wiping Down Equipment**

- Wipe down all equipment used at the end of your scheduled time. Always use a clean rag, first with soap and water, followed by sanitizer solution and dried with a clean, dry rag.
- Be sure to wipe any equipment used (don't forget often overlooked items like sheet pans, mixers, food processors, Hobart mixers, blenders and slicers).
- For equipment that disassembles into smaller parts (i.e. the food processor, blenders, slicer) wash, rinse, and sanitize the parts in the Scullery using the three compartment sinks.
- If the stove or stove top burners are heavily soiled, remove the grates and wash in the three-compartment sink, otherwise wipe down the stovetop with a clean rag.



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- If any equipment breaks, malfunctions, or parts are missing, notify The Hood Kitchen Space management immediately.

## **e) Cleaning Fee**

- A cleaning fee of fifty dollars (\$50.00) per hour (or any portion thereof) (e.g. 80 minutes of cleaning equals a fee of \$100.00) will be charged to the Client for the time required to clean and organize Client's work area following Client's use of the Facilities. In the event that (at The Hood Kitchen Space's sole discretion) Client's work area requires professional cleaning, The Hood Kitchen Space will hire the appropriate professionals to complete cleaning. This cost will be charged to Client's credit card on file.

## **16. Client Access and Security Code**

One security key code per Client will be issued. Only Client and Associated Personnel may use the code. If the code is forgotten, notify The Hood Kitchen Space management immediately.

If alarm is set and is tripped by client and/or associated personnel and the police department and/or fire department are dispatched or other charges incurred due to improper use of the alarm, either in setting it or turning it off or other misuse/mishaps, the cost of any such response will be deducted from Client's credit card on file.

To ensure the safety and security of all kitchen members and their property please adhere to the following rules.

- Security codes cannot be transferred.
- Doors are to be locked AT ALL TIMES, even during operating hours.
- Do NOT prop open doors.

Failure to maintain building security will result in suspension of kitchen usage. If you have questions about the alarm system or building security, please ask the management at The Hood Kitchen Space.

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## 17. Video Surveillance

The Hood Kitchen Space has reserved the right, but assumes no duty, to conduct video surveillance in and around the Facility at any time and Client consents to such surveillance.

## 18. Photos and Videos

On occasion The Hood Kitchen Space may be photographing activities at the Facility that include Client and Associated Personnel for the purpose of inclusion in broadcasts, newsletters, brochures, web sites, flyers, and in any other publications produced by The Hood Kitchen Space. Client grants permission to The Hood Kitchen Space to use these photos and associated names for such publications without compensation.

## 19. Respect for Other Clients

It is the intent of The Hood Kitchen Space to create and foster an environment of support and camaraderie among its Clients. The success of every Client business is our goal. For the protection of all Clients, their products, and their services, Clients will not:

- Pursue another Clients' customers, or accounts.
- Take, use, and/or communicate the products, recipes, services, or techniques of another Client without the other Client's permission.
- Engage in any activity, which would damage the business, progress, or reputation of another Client.

Failure to respect other clients may result in suspension or termination of Client's use. By Signing this handbook you understand and agree to respect other clients as stated above.

By agreeing to this Policy Handbook, I acknowledge that I have read, fully understand, and agree to abide by the requirements, rules, policies and procedures of Eastside Kitchen Inc. DBA The Hood Kitchen Space as provided above.

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## APPENDIX A – KITCHEN SPACES AND FEATURES

EFFECTIVE 01/01/2018

### KITCHEN ONE

- Tilt skillet
- Six-burner gas range with oven
- Double convection oven
- Char broiler
- Double gas stock pot burners
- Various small wares
- Prep sink
- Prep Tables

### KITCHEN THREE

- Six-burner gas range with oven
- Double convection oven
- Char broiler
- Double gas stock pot burners
- Various small wares
- Prep sink
- Fryer

### BAKERY KITCHEN FIVE

- Six-burner gas range with oven
- Four-burner gas range with oven
- Double convection oven
- Reach-in refrigerator
- Sheet pans and rolling racks
- Stainless steel Prep Tables
- Maple top Work table
- Private baking room
- 30 Quart Mixer

### SHARED EQUIPMENT

- 60 Quart Hobart Mixer
- Vollrath Slicer
- Waring Food Processor
- Immersion Blender
- Professional Blender
- Ice Machine
- Fryer
- Dough Sheeter

### KITCHEN TWO

- Six-burner gas range with oven
- Double convection oven
- Char broiler
- Double gas stock pot burners
- Various small wares
- Prep sink
- Prep tables
- Tilt Skillet

### KITCHEN FOUR

- Six-burner gas range with oven
- Double convection oven
- Char broiler
- Double gas stock pot burners
- Various small wares
- Prep sink
- Prep tables
- Fryer

### BAKERY KITCHEN SIX

- Six-burner gas range with oven
- Double convection oven
- Reach-in refrigerator
- 30-quart mixer
- Sheet pans and rolling racks
- Stainless Steel Prep Tables
- Maple Top work table
- Shared access to prep sink

### ADDITIONAL FEE BASED PREP SPACES

- Stainless steel worktables and Work Stations
- Shared prep sink
- 60 Quart Hobart Mixer Station

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## EXHIBIT B – FEE SCHEDULE

Effective January 1, 2018

Designated kitchen space is described in the Handbook and is available for use on an hourly basis. We can work with you to schedule time for anywhere from a one-time use the next day (non-member), to reserving regular, recurring time slots for up to sixty days in the future. Kitchen spaces are available for reservation 24 hours a day, 7 days a week, on a first-come, first-serve basis through the Website.

### Hourly Kitchen Space Use Fees – AS QUOTED ON OUR WEBSITE

**Facility Surcharge:** 7% of total scheduled use fees. This amount will show at Checkout.

**Overtime Fees:** Client will be charged overtime fees for use of the Facilities beyond the reserved time at the highest hourly rate for the time slot. In the event The Hood Kitchen Space is unable to reasonably accommodate Client's request for such additional time, Client shall adjust its use to allow for cleanup of its designated space within the time allotted to Client so that Client does not interfere with the next scheduled use. Payment of overtime fees will be charged automatically to the credit card on file or upon receipt of The Hood Kitchen Space's invoice, and if not immediately paid, will be deducted from the Client's Security Deposit.

### Monthly Storage Fees – AS QUOTED BY THE HOOD KITCHEN

Storage may be handled on a case-by-case basis, depending on availability, kitchen usage, and other factors.

Storage may be handled on a case-by-case basis, depending on availability, kitchen usage, and other factors.