



1500 2nd Ave. So., Nashville, TN, 37210, 615-428-9224(O), TPATCK@gmail.com.

USER AGREEMENT Single-Use & Non-Member

1. Services to be provided. The Platform at the Cooks' Kitchen (TPATCK), an inspected and fully licensed Commercial Kitchen Facility located at 1500 2nd Ave. South, Nashville, TN, 37210, agrees to provide the Customer access to and use of TPATCK kitchen facilities including use for the production of Customer's products. Facilities and services provided for rental may include, but not be limited to: use of stoves, sinks, refrigerators, freezers and counters during production hours.

2. Operating, Term and Pricing. Reserved kitchen space within TPATCK shall be reserved exclusively for the Customer's use during the times booked by the Customer and agreed to by TPATCK. Unreserved production will be limited to designated areas. This User Agreement will remain in effect only for the production time indicated in this agreement. Customers are required to execute a new User Agreement with each production. The Customer will be charged in accordance with the prices shown on the Service Order Form or according to the prices agreed upon in writing by TPATCK and the Customer. At management's discretion, Single-use clients and Non-Members may or may not have access to or use of the facility without TPATCK staff on premises.

3. Production Responsibilities. Customer assumes all production risks in connection with TPATCK kitchen(s) and equipment, including, but not limited to, any failure of equipment during Customer use of such kitchen(s) and equipment. Under no circumstances shall TPATCK be liable to the Customer for any failure to meet volume production, expected quality and/or other failure of the production process including but not limited to the failure of any particular piece of equipment or machinery. TPATCK assumes no responsibility for the supply of any other production requirements other than use of the facility and equipment previously set forth, including but not limited to ingredients, packaging, process, and recipes.

4. Product Profits. Single-Use Clients and Non-Members are **NOT** permitted for food production with the intent of earning profits through retail, wholesale, or other sales unless provided for in a separate agreement.

5. Tax Liability. The Customer shall be responsible for any and all State, Federal, City, and/or local government authority for any taxes that may be due as a result of the production and/or sale (though unauthorized) of any of the Customer's products or services at TPATCK.

6. Other Business Interests. This agreement shall not be construed as a partnership, joint venture, or otherwise, and unless otherwise agreed in writing, signed by both parties, TPATCK has no right, title or interest in and to the business of the Customer. No employees or contractors of Customer shall be considered an employee or contractor of TPATCK.

7. Security of Customer's Property. TPATCK assumes no responsibility for the security or loss due to any circumstance, including spoilage of any equipment, supplies, materials and/or finished product provided by the Customer for use at TPATCK. TPATCK encourages the Customer to purchase and maintain insurance coverage for their property.

Customer initials _____
TPATCK Initials _____

8. Liability of Customer. TPATCK shall not be liable for: any damage to either person or property sustained by the Customer or by any third party arising in any way out of the Customer's use, operation, occupancy of kitchen premises, or sale (though unauthorized) or distribution of any product manufactured on the kitchen's premises. The Customer agrees to waive all rights of subrogation against TPATCK, its departments, agencies, boards, commissions, officers, officials, agents and employees for losses arising from the work performed by the Customer whether for TPATCK or not. The Customer is responsible for maintaining their own liability insurance. The Customer is responsible for insuring their compliance with required registration and/or certification, with any and all regulatory agencies related to the production, sale and distribution of their product. The regulatory agencies may include, but are not limited to, the TN Department of Health and Environment, TN Department of Agriculture, USDA, and/or the TN branch of the Food and Drug Administration.

The Customer coveys and agrees to indemnify, defend, save and hold harmless TPATCK, its departments, agencies, boards, commissions, officers, officials, agents and employees (hereinafter referred to as "indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property in, upon, or about the TPATCK premises, any portions thereof, or resulting from the sale distribution, consumption, and other use of any service provided or product manufactured at TPATCK for or by the Customer, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Customer or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Customer from and against any and all claims. It is agreed that Customer will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

9. Damages to TPATCK Property; Public and Product Liability Insurance. Customer will be responsible for all damages to TPATCK premises or equipment and will pay for upon demand by TPATCK. In the event, Customer damages beyond repair or destroys any of TPATCK equipment, Customer agrees to pay full replacement value for such damaged or destroyed equipment. A Damage Deposit will be on file at time of booking.

10. Signs and Advertising. No signs or other advertising matter shall be attached or painted on TPATCK premise without prior approval of TPATCK management.

12. Default. Customer shall abide by the terms of this User Agreement and TPATCK Policies and Procedures for Single-Use Clients or Non-Members, a copy of which has been provided to Customer and the terms of which are incorporated herein by reference. A violation, breach, or failure to keep or perform any condition of this User Agreement or TPATCK Policies and Procedures shall not continue more than three (3) days after the situation is specified in written notice to the Customer from the kitchen manager. As time is of the essence, the Customer will have three (3) days after written notice from the kitchen manager to remedy any situation that is brought to the attention of the Customer. If more than three (3) days pass without any corrective action taken by the Customer, the kitchen management may declare Customer's rights terminated with no further notice. Furthermore, TPATCK may repossess and remove Customer's property. The Customer will be charged any reasonable storage costs.

13. Assignment. This agreement is solely between TPATCK and the Customer. The Customer shall not transfer privileges, services, or use of TPATCK.

Customer initials _____
TPATCK Initials _____

14. Termination. Notwithstanding any provision contained in this Agreement, TPATCK may, in TPATCK's sole and absolute discretion terminate this Agreement without further liability by delivering prior written notice to Customer.

15. Non-Binding Until Fully Executed. This Agreement is for discussion purposes only and does not constitute a formal offer by either party. This Agreement is not and will not be binding on either party until and unless it is signed by both parties.

16. Customer. For the purposes of this agreement, "Customer" shall include the individual or legal entity (including but not limited to Sole Proprietorship, Partnership, Limited Liability Corporation, Corporation) that executes this agreement, as well as any employees or contractors of the Customer.

17. Video Surveillance. Customer acknowledges that TPATCK premises will be under video surveillance at all times.

TO EVIDENCE THEIR AGREEMENT and Customer's of TPATCK Policies and Procedures Manual for Single-Use Clients and Non-Members as indicated herein, these parties have subscribed their names to be effective the date this Agreement is fully executed.

RESERVATION DATE & TIME:

Day _____ Date _____ Start Time _____ End Time _____

CUSTOMER

Company name: _____
a(n) _____ (Corporation, Individual, etc)
Signed: _____
Name: _____
Title: _____
Address: _____
City _____ State _____ Zip _____
Date: _____

THE PLATFORM AT THE COOKS' KITCHEN, Corp

Signed: _____
Name: _____
Title: _____
Address: 1500 2nd Ave. So., Nashville, TN 37210
Date: _____

Initial and sign in the appropriate spaces on all pages of this document. Submit to The Platform at the Cooks' Kitchen as an email attachment to TPATCK@gmail.com. You may also bring a copy of your signed agreement to the TPATCK orientation.