

# CASPER'S KITCHEN, LLC

## User Services Agreement

This User Services Agreement ("Agreement") is entered into as of the Execution Date below by and between **CASPER'S KITCHEN, LLC**, a Texas limited liability company ("Casper's") and \_\_\_\_\_, a \_\_\_\_\_ ("User(s)").

Casper's has a leasehold interest pursuant to agreement ("Lease") with JJQ Cypress Bend,, LLC, a Texas limited liability company ("Landlord") in approximately 2,160 square feet of space located in Cypress Bend Shopping Center and locally known as 2051 Cypress Creek Road, Suite L, Cedar Park, Texas 78613 ("Kitchen"). The shopping center is situated on Lot 1-A, Block A, CYPRESS BEND SECTION THREE RESUBDIVISION, a subdivision in Williamson County, Texas, according to the map or plat thereof recorded in Cabinet V, Slides 246-247, Plat Records of Williamson County, Texas. Use of the Kitchen is subject to the terms and conditions of Casper's Lease with Landlord.

### TERM:

The term of this Agreement will commence upon the last date of signature below ("Execution Date") and end on \_\_\_\_\_,20\_\_\_\_, ("Term") unless terminated as provided below. Casper's reserves the right in its sole discretion to terminate this Agreement with thirty (30) days written notice to User.

### DEPOSIT:

User will pay a security deposit equal to the Monthly Minimum Charge upon execution of this agreement. Casper's shall hold the Security Deposit without liability for interest and may co-mingle the Security Deposit with Casper's general funds. The Security Deposit secures User's performance under this Agreement, and is not an advance payment of rent or a measure of damages if a default occurs. Casper's may apply the Security Deposit towards delinquent rent or to reimburse Casper's for any other damage, injury, expense or liability resulting from User's breach of this Agreement. If Casper's applies any of the Security Deposit, upon demand User shall restore the Security Deposit to its original amount. After this Agreement terminates, any portion of the Security Deposit to which User is entitled shall be refunded within the time period set forth in Section 93.005 of the Texas Property Code (or any successor to same). If, however, User vacates the Premises before this Agreement terminates (including after termination of User's right of possession), User shall not be entitled to a return of the Security Deposit until after this Agreement actually terminates.

### NOTICE:

Wherever any notice is required or permitted hereunder, such notice shall be in writing and shall be deemed to be delivered whether actually received or not when deposited in the United States

mail, postage prepaid, certified mail, return receipt requested, addressed to the parties hereto at the respective addresses set out below, or at such other addresses as they may have hereafter specified by written notice.

#### RENT:

User agrees to pay to Casper's at Casper's address without demand the rentals listed on Exhibit A attached hereto and said rents are due and payable on the 1<sup>st</sup> day of the month. If User does not pay to Casper's within 5 days after the date due any sum owed by User under this Agreement, User shall pay Casper's a late charge equal to 10% of the sum owed and unpaid. If User's failure to pay continues more than 15 days after the date a sum is due, User shall pay Casper's an additional late charge equal to 10% of the sum owed and unpaid. Failure to pay any late charge upon Casper's demand shall be an event of default hereunder without the necessity of any notice to User. If any check remitted to pay any sum owed by User under this Agreement is not honored when presented for payment, delivery of such check to Casper's shall constitute failure to pay such sum when due, and in addition to Casper's other remedies for such failure, (i) User shall reimburse Casper's for any bank fees incurred because of such dishonor, and (ii) Casper's may require User to make all further payments under this Agreement by certified check, wire transfer, or money order. The fees and charges in this Section are in addition to Casper's other rights and remedies hereunder or at law or in equity, and are not liquidated damages.

#### USERS INSURANCE:

User, at User's expense, shall maintain a policy or policies of comprehensive general liability insurance pertaining to its use and occupancy of the Kitchen, with minimum protection of at least \$1,000,000.00 combined single limit coverage for bodily injury, death to any one person or property damage in any one occurrence and shall list Casper's as an additional insured.

#### SCHEDULING:

**All Kitchen use must be Reserved with management on the website or by email at [caspers-kitchen@outlook.com](mailto:caspers-kitchen@outlook.com)**

**If scheduled within 24 hrs. space is not guaranteed and if Kitchen is full your access will be denied. Please be courteous of other Users of Kitchen and schedule accordingly.**

Before and after every use, Users must sign-in/ out on the sheets provided by Casper's using your business name (not personal name), date, time in/ out, in addition to the hours used on each station with the station numbers.

**Please be advised that reserving time and not using it will result in you being charged for that time as you have prevented another User from being able to use the Kitchen.**

#### USERS GUIDELINES:

Most equipment is property of Casper's Kitchen, LLC labeled with monthly rental rates and must be reserved at [caspers-kitchen@outlook.com](mailto:caspers-kitchen@outlook.com)  
Unfortunately, User owned equipment is no longer available to store for personal use as space is limited. Established User's equipment is clearly labeled and never to be used.

The Kitchen has 4 prep stations and 3 cooking stations available for hourly use 24/7. Each station is numbered and has unique equipment that can be utilized at no extra charge. Some equipment may require an orientation or setup for your safety. Any equipment or tools that are damaged will be repaired or replaced and charged to the responsible party at cost plus a 15% administrative fee. All equipment must be cleaned and sanitized after each use and returned to its designated area. Set up, break down and cleaning instructions can be found posted on the wall near every station.

No tools or equipment can be removed or taken off-site under any circumstances. Users will provide at their own expense any tools or equipment they require for production which the Kitchen does not currently provide. All equipment and tools brought in by the User must be previously approved by Casper's management, and safely stored or removed from the premises after each use. Casper's Kitchen, LLC is not responsible for tools or equipment left improperly stored.

Users will provide their own disposable goods (paper towels, aluminum foil, parchment paper, dish soap, etc.). The paper towels provided by the kitchen are EXCLUSIVELY for hand-drying and will not be allowed anywhere except at the hand-washing sinks. Casper's provides cloth rags for general use and cleaning purposes, but Users should bring their own in case the kitchen is ever out. Also, Users will provide their own cooking products and condiments (cooking oil, non-stick spray, seasonings, etc.) along with everything needed for production; Casper's does not provide these items, and Users are not authorized to utilize other User's products.

#### STORAGE:

**Nothing is EVER to be stored on the floor and everything must be kept at least 6 inches off the ground.**

**Any expired food items left on the shelves or in the refrigeration units overnight will be disposed of without prior notice.**

**Casper's Kitchen, LLC reserves the right to dispose any items deemed unsafe for consumption, as well as any items left not properly labeled, not properly stored and sealed or not left in its proper designated storage area.**

Dry racks, refrigeration, and freezers are available for use with a reservation through [caspers-kitchen@outlook.com](mailto:caspers-kitchen@outlook.com)

#### CLEANING GUIDELINES:

Casper's Kitchen, LLC provides all necessary cleaning materials needed. If any items are out of stock, please notify the kitchen management immediately at [caspers-kitchen@outlook.com](mailto:caspers-kitchen@outlook.com)

Cleaning violations will result in a minimum of \$50.00 fee plus an hourly rate of \$15.00/hour to complete the unfinished cleaning tasks. If you fail to clean properly, you will be sent evidence of the infraction in the form of a picture.

All trash must be taken outside to the dumpsters provided by the shopping center after each kitchen use. All boxes must be broken down and placed in the labeled recycle dumpster.

It is required to sweep and mop the area used before leaving the kitchen. Mop buckets, brooms, dust pans, scrapers, and brushes are provided by Casper's and must be left clean and returned to their proper place after every use.

All dishes must be cleaned in the three-compartment sink area. The hand sinks and mop sink may not be used for any dishes. Scrape excess food into the trash, rinse soiled items in the designated sink. All sinks must be drained, rinsed clean, and sanitized when finished. Please return any private-use items to its designated area before leaving the Kitchen.

#### PARKING:

Ample parking is available in the front parking lot.

Parking in the rear of the kitchen is reserved for loading and unloading only. The Cedar Park Fire Marshal patrols this area regularly. You are responsible for any tickets you may receive from parking in the alleyway

#### HEALTH & SAFETY:

Proper kitchen attire ensures the health and safety of all patrons and is required by the state, county and city. Closed toe shoes must be worn when inside the Kitchen. No high heels, flip-flops or sandals ever. The following are not permitted while in the Kitchen production areas: strong perfumes or body sprays, lotions, shorts or miniskirts. Hair must be covered and or tied back. Hair nets should be used.

Drinks are allowed in the Kitchen, but we highly encourage that they have closed lids. **NO ALCOHOLIC BEVERAGES CAN BE CONSUMED INSIDE THE KITCHEN.** Smoking is only allowed outside the back door. All cigarette trash must be left in the designated smoking area.

Visitors are NOT allowed in the cooking and food preparation areas of the Kitchen and must remain in the front of the facility. Only Users with a current food handling certificate and proper attire are allowed in the food production areas of the Kitchen.

Users must remain in their designated workstation and not disturb other Users in production. User interaction is allowed but keep in mind that everyone is in the Kitchen to work, so please do not allow interactions to disturb other Users workflow. Users must be respectful and considerate of each other and treat each other in a professional and courteous manner. Any issues should be brought to the attention of Casper's management immediately.

Users shall not permit nor commit intentional damage to the Kitchen, the equipment or the property of other Users.

#### LAWS AND REGULATIONS:

All Users shall comply with all rules, regulations, ordinances, codes and laws of all governmental authorities having jurisdiction over the Kitchen. Users agree that the Landlord is not responsible for any non-compliance by the User of any rules, regulations, ordinances, codes and laws of any governmental authorities having jurisdiction over the Kitchen.

User shall not sublet or assign their rights under this Agreement to any other person or business entity to use or occupy the Kitchen without the prior written consent of Casper's and Landlord, which consent may be withheld at the sole discretion of Casper's and Landlord.

User agrees to pay Casper's property taxes each year for any equipment, tools or property stored in Kitchen, unless paying directly to Williamson County Tax Assessor.

Casper's reserves the right to terminate this Agreement for cause with five (5) days written notice.

Upon default in any terms or conditions of this Agreement, Casper's and Landlord shall have the right to pursue any and all remedies permitted by law.

This Agreement shall be binding upon signature of both parties. The policies can be updated and changed by Casper's at any time. An updated copy will be provided to each User as changes are made.

**CASPER'S:**

**CASPER'S KITCHEN, LLC**, a Texas limited liability company

Date: \_\_\_\_\_

By: \_\_\_\_\_

Kimberly Sparks, Member

Address: 2051 Cypress Creek Road, Suite L,

Cedar Park, Texas 78613

**USER:**

\_\_\_\_\_, a \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

## EXHIBIT A

### MONTHLY RENTAL RATES:

**MINIMUM MONTHLY:** There will be a monthly minimum charge of \$500.00.

**BRONZE LEVEL:** A monthly minimum charge of \$1,000.00 allows monthly total usage of either prep or cooking stations up to 50 hours, not including storage costs.

**SILVER LEVEL:** A monthly minimum charge of \$2,000.00 allows monthly total usage of either prep or cooking stations up to 120 hours, not including storage costs.

**GOLD LEVEL:** A monthly minimum charge of \$3,000.00 allows monthly total usage of either prep or cooking stations up to 200 hours, not including storage costs.

**Monthly minimum charge is due on the 1<sup>st</sup> of each month.** If payment is not received by the 3<sup>rd</sup> of the month, you will be charged a 10% late fee. If payment is not received by the 10<sup>th</sup>, access to the kitchen will be denied immediately and you will be evicted.

Users monthly minimum charge will go towards any storage or hourly kitchen usage throughout the month. If User goes over the maximum hours for their level, the User will be sent an invoice for the remaining balance based on the rates below. Invoices will be sent by the 10th day of each month and are due within five (5) days of invoice date.

### COOKING STATION RENTAL:

**\$25 per hr.** (Peak-Time 6:00am-6:00pm Mon.-Sat.)

**\$20 per hr.** (Off-Peak 6:00pm-6:00am Mon.-Sat./Sunday all day)

### PREP STATION RENTAL:

**\$20 per hr.** (Peak-Time 6:00am-6:00pm Mon.-Sat.)

**\$15 per hr.** (Off-Peak 6:00pm-6:00am/Sunday all day)

### KITCHEN'S EQUIPMENT MONTHLY RENTAL FEES:

**\$80** Whole Dry Rack

**\$25** Each Dry Rack Shelf

**\$120** Whole side of Freezer/Fridge

**\$40** Each Freezer/Fridge Shelf

### PAYMENTS ACCEPTED:

Cash, Checks, Venmo, or Cash Apps (User is responsible for any convenience fees). There is a \$45.00 fee for returned checks.

**CASPER'S KITCHEN, LLC RESERVES THE RIGHT TO CHANGE PRICES LISTED ABOVE WITH 30 DAYS PRIOR WRITTEN NOTICE.**