

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 by either party as provided below. Casper's reserves the right in its sole discretion to terminate this Agreement with five (5) days written notice to User.

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 a 30 days written notice.

MONTHLY MINIMUM PAYMENT:

The user agrees to pay an agreed monthly minimum payment to Casper's using the automated system without demand the base listed on Exhibit A attached hereto and said rents are due and payable by the 3rd day of the month. If the User does not pay 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**. Over base usage late charges will be applied to invoice the following month. If the 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 **Eviction** 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, money order or through the automated system The Food Corridor. 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 through the automated system The Food Corridor.

If not scheduled within 24 hrs. space is not guaranteed and if the kitchen is full your access will be denied. Please be courteous to other users of the kitchen and schedule accordingly.

Before and after every use, Users must clock in/out on The Food Corridor. If the user does not clock in/out this will result in extra fees.

Please be advised that reserving time and not using it will result in additional charges for that time due to prevention of another User from being able to schedule during that time frame.

USERS GUIDELINES:

All equipment is property of Casper's Kitchen, LLC labeled with monthly rental rates and must be reserved on The Food Corridor.

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 by other users. The day fridge is not for storing food for more than 6 hours unless agreed with management and a storage fee will be added to the following months invoice. The day fridge is a sharable space and is limited for prep use only.

The Kitchen has multiple prep stations and cooking stations available for hourly use 24/7. Each station is numbered, equipment is separate and will need to be reserved in The Food Corridor. Utilizing non-reserved stations and/or equipment will result in extra charges. Some equipment may require an orientation or setup for your safety. Please reach out to management for help or questions. 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:

Casper's performs unexpected monthly inspections through Williamson County. Users are only to reserve up to 1 dry rack, 1 side of cold/freeze as space is limited. Users are

responsible for their own monthly storage and required to keep all reservations labeled, sanitized, and organized. All opened food must be stored properly in containers and must be labeled with the product name, opening date and expiration. Users are responsible for notifying management immediately of any damage to storage being used and responsible for any repairs during the time of the monthly reservation. The user will be invoiced the following month for any repairs performed by Casper's Kitchen service vendors. **Nothing is EVER to be stored on the floor and everything must be kept at least 6 inches off the ground. Refer to food management training.** Nothing is to EVER be stored on top of any equipment including beneath/on top of tables, tops of dry racks, refrigerators/freezers. Any expired food items will be disposed of without prior notice. Casper's Kitchen LLC reserves the right to dispose of 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 properly designated storage area.

Dry racks, refrigeration, and freezers are available for monthly use with a reservation through management.

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. Cleaning includes sanitizing stations used, wiping general areas, walls, tables, inside/outside storage, scrubbing, sweeping, mopping, and returning all chemicals and cleaning supplies back to their designated areas. 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 and written notice from management. After the 3rd offense the users' contract will be terminated automatically.

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. **The sink near the stoves is for rinsing vegetables and fruit only and never to be used for meat.**

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. Users are responsible for any tickets received 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 including vape 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 proper attire are allowed in the food production areas of the Kitchen, unless hosting a private event. **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. DO NOT allow anyone in the facility without contacting management first. All users and employees must have their own keyless access and customers are only welcome inside during Casper's hours of operation. Please meet your customers at the door to give them their order before/after business hours.

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. Any expired required documents will prevent access to the shared schedule to reserve space on the calendar and/or access to the facility.

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.

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

NON-REFUNDABLE SECURITY DEPOSIT:

User will pay a non-refundable security deposit totaling to the amount of \$500 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 the 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 before reserving space on the calendar.** (Payments accepted: Cash, Checks, PayPal, Cash Apps, and Credit Cards through the foodcorridor.com There is a \$45.00 fee for returned checks)

EXHIBIT A

Casper's Kitchen LLC uses a 3rd party automated system online where members will set up payment information, upload and update all required documents for their business, review invoices and monthly statements, schedule all reservations and equipment.

Reservations are automatically deducted from the members' monthly minimum payment/tier as agreed in their contract. If the member goes over their agreed monthly hours, the system will automatically charge the standard hourly rate. Storage rates are an additional cost and are not included in the monthly minimum payment. The user is responsible for any convenience/transaction fees.

EVENTS/CLASSES

Classes/events are charged separately from monthly minimum/hours and must be approved two weeks in advance. Cancellation of an event must be made 7 days prior to the event date. Failure to do so will result in a 50% charge of scheduled time. Facility must be cleaned and returned to its original setting after each event. If the facility does not meet management's expectations after use, the user will be invoiced a \$50 fee in addition to a \$15 per hourly rate cleaning fee. Waiver forms are required for all classes.

MONTHLY RATES:

Each station and equipment are charged hourly. Equipment is **only an add-on** and is not allowed to be reserved alone and will result in paying extra fees if not scheduled correctly. **NO STORAGE** is included in the monthly minimums below.

ALL STOREFRONT USE MUST BE RESERVED/\$15 per hour

Only available to members who have an established online restaurant and consistent business hours. Our beautiful storefront is prepared for customer pick-ups and delivery services for TO-GO ORDERS ONLY, customer walk-ins are welcome by using the doorbell, while you are scheduled and preparing online orders. Members are required to commit to at least a 1-3 year contract agreement with a set schedule of at least 2 days a week, provide their own POS System and highly recommended to sign up with any food delivery apps. Must have all required documents, a logo, social media, and/or website. **Only** up to 3 members can schedule at the same time. Members' desired

schedule will be included on the notes in this agreement and a 30-day written notice is required for any schedule changes.

OFF-PEAK \$15 PER HOUR 10PM-5AM

MONTH-2-MONTH

\$500 **monthly** is the minimum payment and includes up to 15 hours and charged \$18 hourly after hour usage.

GHOST ME!!

\$3, 000 **FLAT RATE** Unlimited hours up to 6 hours daily

Requires a 1-3-year contract agreement

AGREED MEMBER TIER: _____

MEMBER SIGNATURE: _____

MANAGEMENT: _____

MONTHLY STORAGE RATES:

DRY RACK

\$100 whole dry rack w/cover

\$40 each shelf w/cover

FRIDGE/FREEZE

\$250 private entire 2 door fridge

\$125 1 whole side

\$50 each shelf

\$100 small chest freezer

\$125 private stand-alone freezer

*****Space is limited if personal equipment does not fit on a dry rack, then it will be charged as an additional storage fee, only if approved by management.***

AGREED MONTHLY STORAGE RESERVATION:

CASPER'S KITCHEN LLC RESERVES THE RIGHT TO CHANGE PRICES LISTED WITH A 30-DAY PRIOR WRITTEN NOTICE.

USER SIGNATURE: _____

MANAGEMENT: _____

ABOUT:

Casper's Kitchen LLC is a commissary, known as a ghost kitchen, shared between multiple food businesses to acquire a legal food permit through Williamson County Health Department. Potential future members are welcome to apply anytime to become a member and may be added to a waiting list if our facility is full. Our space is limited and does not promote any type of competition with current members. In addition, we add all members logos to our window in a high traffic area, advertise your business on our website, fliers, and social media.

Casper's promotes diversity through food culture with a family-oriented environment and laid-back atmosphere. We take pride in keeping our facility clean providing high quality services at no extra cost, such as cleaning utensils, chemicals/soaps, paper towels, clean towels/dirty towel laundry service, sanitizing common areas, oil dumping service, dumpsters, paid utilities, routine grease trap/hood vent cleanings, Wi-Fi, professional business location address, security cameras, 24/7 access to the facility with keyless entry by reservation only using our automated system online. Members can choose from multiple stations located in the prep and cooking areas, add monthly storage rentals, and select from unique monthly tiers that best fit their business needs.

Casper's provides your customers with indoor seating to wait on their food orders and/or quick eats. No outside food is allowed without ordering from any of our vendors.

CASPER'S KITCHEN IS NOT A DINE-IN RESTURANT AND DOES NOT HAVE A PUBLIC RESTROOM AVAILABLE.

CONTACT INFORMATION

Mailing address:

Casper's Kitchen LLC
2051 Cypress creek rd. Ste. L
Cedar Park, Texas 78613

Business hours: Monday-Friday 12pm-5pm

Email: Caspers-kitchen@outlook.com

Text/Voicemail: 512.962.2291 (will respond during business hours only)

CASPER'S:

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

Today's Date: _____

Start Date: _____

End Date: _____

Kimberly Sparks, Member

Address: 2051 Cypress Creek Road, Suite L, Cedar Park, Texas 78613

USER:

_____, a _____

Today's Date: _____

Start Date: _____

End Date: _____

Signature: _____

Print: _____

Title: _____

Mailing Address: _____

Orientation date: _____

Manager hosting orientation: _____