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**KITCHEN USE AGREEMENT – Food Trucks**

This agreement is made the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_ between the Shoals Business Incubator (SBi) d/b/a Shoals Culinary Center (the “lessor”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “client”).

For value received, and in consideration of the mutual covenants, these parties agree as follows:

I. Premises and Term. The Client hereby hires the use of the Kitchen of the Shoals Culinary Center as a commissary for food truck/trailer operations and understands that the Client is not authorized to use the facility for any other purpose than stated on the following basis:

 **Use of the facility on an hourly basis.**

1. Rent of **$250** per month will be billed on the last day of each calendar month beginning 30th of the month following execution of this documents and is due and payable when the invoice is received, but not later than the 20th of each month. Accounts not paid timely will incur a **$35** late fee.
2. A deposit of $250 is due upon execution of this agreement.
3. Client agrees to acquire and maintain a minimum of $1 million each of product liability and general liability insurance with the Shoals Entrepreneurial Center and the SBi as added named insured. The client shall furnish proof of insurance to the SBi showing that the insurance described above is in full force and effect prior to processing any food products in the commercial kitchen that will be offered for sale. Should the SBi receive notice of cancelation of said insurance, the client will be notified to cease operations immediately until such time as insurance is reinstated and the SBi is notified of same.
4. Client should obtain insurance sufficient to cover inventory. The Shoals Entrepreneurial Center, the Shoals Business Incubator, nor the Shoals Culinary Center is liable for any client food products damaged or missing from the Culinary Center. This applies to both dry goods and refrigerated goods and includes food products lost due to Acts of God, power outages, or cooler/freezer maintenance issues.
5. Use of the kitchen will be allowed at **scheduled times only**. **The normal kitchen use fee of $25/hour will apply if kitchen equipment/facilities are utilized in processing and prepping food products**. Time must be scheduled at least one week in advance and is available on a first-reserved basis.
6. Client agrees to leave facilities and common equipment clean. All areas MUST be cleaned, trash emptied, and floors mopped before leaving the building. If facility is not maintained properly Client will be charged $40/hour for cleaning time.

The Client acknowledges receipt and review of, and shall be bound by, the Shoals Business Incubator Kitchen Operating Policy and Professional Standards of Conduct, a copy of which is attached and incorporated by reference.

To evidence their agreement, these parties have subscribed their names to be effective that date and year written below. The term of this agreement expires one year from the effective date below.

Shoals Business Incubator

By Date

Giles McDaniel, President

Kitchen Client \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date