

system.

II. PAYMENT TERMS.

- A. **Billing of hours.** Shared Kitchen Scheduled hours are billed on time in/time out or 90% of booked hours, whichever is greater.
- B. **Invoicing.** With the exception of Kiosk+Suite Combo charges, ChefScape will invoice members on the FIRST (1st) of each month for all regular monthly fees and charges accrued from the 1st to the 30th/31st of the preceding month. ChefScape accepts **Automated Electronic Payments only, including “Automated Clearing House” (ACH) and “Credit” (Card) transactions via our billing platform, The Food Corridor.** Upon execution of the member services agreement, members are required to create an account on The Food Corridor billing platform to enter your form of payment. **Invoices are due on the FIFTH (5th) of each month and will be automatically drafted via ACH or charged to the credit card on file.** Any additional bags of rags, dishwashing services, one off services, fees, fines, short term or specialized equipment requests will be immediately invoiced and drafted or charged through the Food Corridor. **All payments will be subject to a platform processing fee charged by The Food Corridor. Member shall have access to and utilize the facility and services according to the terms attached to this agreement as Exhibit A.**
- C. **Invoice Dispute.** If there is a dispute regarding the amounts shown as billed on any invoice, this must be brought to the attention of ChefScape management prior to the 5th of each month.
- D. **Delinquent Accounts.** A late fee of 5% of the amount due will be assessed on all accounts in excess of 5 calendar days past due. Accounts in excess of \$500 or 15 days in arrears will result in suspension of kitchen use until such time as Accounts are brought current and/or suitable arrangements are made with ChefScape Management. Accounts 30 days in arrears will result in cancellation of this agreement. Upon notice of cancellation being issued (via email) to member, Member will be given 3 days to remove all user equipment. Any remaining user equipment in facility beyond this point will become property of ChefScape Leesburg, LLC. This contract will automatically renew monthly unless 30 days’ written notice is received by ChefScape Management from Member.

III. MEMBER DUTIES. Member agrees to the following in its use of the Facility under this Agreement:

- A. **Member Prerequisites.** Prior to utilizing the facility, Member will have completed the [Documentation Checklist](#), attached to this Agreement as **Exhibit C** and provided appropriate documentation to Facility Management.
- B. **Policy & Procedure Manuals.** Member agrees to comply with the [Member Policies and Operating Procedures](#), attached to this Agreement as **Exhibit B**. ChefScape reserves the right to amend any or all Policies at any time upon reasonable written notice to Member. If Member or member employees violate these Policies, ChefScape may impose a fine upon Member and upon repeated violation, ChefScape may, in its discretion, terminate this Agreement.
- C. **Contact Information.** Member affirms that the identification, address and contact information stated at the beginning of this document is current and correct. Member agrees to keep ChefScape informed of any changes in Member’s legal identity, address or other contact information.
- D. **Security.** Member agrees that ChefScape assumes no responsibility for the loss or theft of any product, equipment, supplies or personal property the Member brings for their use in the facility. Member agrees to be held to the security protocol in the [Member Policies and Operating Procedures](#), attached to this Agreement as **Exhibit B**.
- E. **Food, Ingredients, and Equipment Safety and Sanitation.** Members and their employees are required to successfully complete the [ChefScape Facility Orientation & Training](#) before using the Facility. Member employees must complete training within the 1st month of their employment. It is the responsibility of the Member to arrange this training at the convenience of Facility Management.
- F. **Product Labeling in ChefScape Market.** For purposes of publicity, advertising and sales promotion Member agrees to place a “Made at ChefScape” image (provided by ChefScape) on all products sold in the ChefScape Marketplace. This cooperative marketing does not imply or grant member shareholder status in ChefScape, nor does it imply the member company is a partner or a subsidiary of ChefScape or any future parent or shareholding entity. Additionally, use of images does not confer to ChefScape any part in the member’s business ownership or rights to its trademarks and logs, beyond the use of such by ChefScape for marketing and advertisement during the Member’s term at ChefScape.
- G. **Worker Safety.** Member agrees to ensure that Member and its employees observe proper safety procedures while using the Facility. All Member employees must have registered with the Facility Manager and provided contact information in case of emergencies before being authorized to operate in ChefScape. No persons under 18 are allowed in Production Areas.
- H. **Right of Inspection.** ChefScape Management retains the right to enter and inspect member operations at any time during use of the Facility.
- I. **Product Liability Insurance.** Each Member will maintain the required insurance coverage as set forth in the [Documentation Checklist](#), attached to this agreement as **Exhibit C**.
- J. **Limitation of Liability.** Member agrees that any and all claims involving ChefScape are strictly subject to the following limitations:

- (a) **Liability.** ChefScape, (including its affiliated entities, Cook 365 LLC, DBA ChefScape and ChefScape Leesburg, LLC) shall not be liable for any damage to either person or property sustained by the user or by any third party arising in any way out of the Member's use, operation, occupancy of any ChefScape premises, or sale or distribution of any product manufactured on the premises. The Member covenants and agrees to indemnify, defend, and hold harmless Cook 365 LLC, DBA ChefScape and ChefScape Leesburg LLC, and their members, partners and employees from all claims, costs, and liability arising from or in connection with damages, injuries to persons (including death), or property in, upon, or about the ChefScape premises, or any portions thereof, or resulting from the sale, distribution, and use of any product manufactured by the Member on the ChefScape premises.

IV. HOLD HARMLESS. ChefScape shall not be liable for any damage, theft, injuries, or death caused by member's or member's employees' or agents' negligence or willful wrongdoing, or for the wrongdoing or negligence of other members or their employees, but shall only be liable to member for intentional wrongdoing of ChefScape or its employees. Member shall, at its sole expense, promptly observe and comply with all statutes, laws, ordinances, rules, regulations, orders and requirements of all governmental, quasi-governmental or regulatory authorities applicable to the Premises and the conduct of its business. Member hereby agrees to defend, indemnify and hold ChefScape and the Property Owner harmless from and against any and all costs, damages, expenses, and liabilities (including reasonable attorney's fees) arising out of or related to any breach of this agreement.

V. CONFIDENTIALITY. Member and ChefScape agree and acknowledge that the Facility is a shared-use facility. The Parties further acknowledge and agree that the Member's operation may involve the use of proprietary information that is owned and used exclusively by the Member and shall remain confidential for the protection of Member's business ("Confidential Information"). Member acknowledges and agrees that other Members may also have Confidential Information that applies to their own business. Member shall respect other Members and make reasonable efforts not to share or make easily available any information learned from other Members that can be considered Confidential. Any spying or deliberate intrusion into Others' Confidential Information is grounds for terminating this Agreement. Member and ChefScape acknowledge and agree that Member's Confidential Information may be disclosed to ChefScape for the sole purpose of providing product authorization, training, marketing/advertising or Business Services to Member. Member shall take care to inform ChefScape whenever Member is disclosing Confidential Information to ChefScape. ChefScape shall make all reasonable efforts to prevent disclosure of Member's Confidential Information to any third party.

Confidential Information does *not include* information that is already known to ChefScape, to the public or to any third party beyond Member's control, or obtained by Member from an independent source or otherwise developed independently from the Member. This agreement does not cover any disclosure required by applicable law or regulation.

VI. TERMINATION. This Agreement shall automatically renew on the one (1) year anniversary of its execution for shared kitchen members and on the six (6) months anniversary of its execution for Food hall Kiosk Members unless terminated as provided in this Section. Member's obligations pursuant to Section H (Confidentiality) of this Agreement and any financial obligation to ChefScape shall survive the termination of this Agreement.

- A. Modification of Terms.** ChefScape may, in its discretion, modify the terms of this Agreement upon renewal, or upon a 30-day notice to Member, and may require Member to execute a new version of this Agreement as a condition of renewal.
- B. Voluntary Termination.** This Agreement may be terminated at any time by either ChefScape or by a Health Department, VDAC or Food Truck Depot Member upon thirty days (30) written notice to the other party. Suite and Food Hall Members are subject to the termination terms as set forth in *Kitchen Member Billing and Payment Terms*, attached to this Agreement as **Exhibit A**
- C. Breach or Default.** Member must cure any violation, breach, or failure to keep or perform any conditions of this Agreement, or its Exhibits within three (3) days after receiving written notice of such from ChefScape Management. If more than three (3) days pass without any corrective action taken by the Member, ChefScape may, in its sole discretion, terminate this Agreement.
- D. Member Property.** Upon termination, Member shall remove all of Member's property from the Facility within three (3) days of notice by email. If Member's property is not promptly removed, ChefScape may enter, take possession of and remove Member's property, disposing of it as it sees fit. Should ChefScape elect to store such property, Member shall be liable to ChefScape for a reasonable storage cost for any property removed.
- E. Updated Address –** Member acknowledges that upon termination of their membership ChefScape will contact any and all regulatory agencies and notify them of the termination of membership.

VII. MISCELLANEOUS PROVISIONS.

- A. Jurisdiction and Venue.** Any disputes regarding this Agreement shall be resolved in the courts of Loudoun County, Virginia, and according to the laws of Virginia.

B. Relationship of Parties. This Agreement shall not be construed to form a partnership or any other business association between the Parties other than independent parties to a contract. Member, its officers, agents and employees are not employees or agents of ChefScape.

C. No Oral Modification. This Agreement may only be modified in writing signed by the parties.

This Agreement is executed this date: _____, by the duly authorized representative of each party.

Legal Name of Member's Business

By: _____
Signature of Business Owner/Authorized Representative

Print Name: _____

Title: _____

By: _____
Signature of ChefScape Facility Manager



Member Billing & Payment Terms

Exhibit A

In accordance with the executed ChefScape Member Services Agreement, member agrees to pay the following fees:

Annual Membership Dues: \$600, paid semi-annually (\$300 every 6 months) PLUS

Select Type of Membership / Monthly Minimal Commitment:

<input type="checkbox"/> Health Dept: \$250.00 Per Mo.	<input type="checkbox"/> Business Center: \$75.00 Per Mo.	<input type="checkbox"/> Private Suite: \$
<input type="checkbox"/> VDAC: \$150.00 Per Mo.	<input type="checkbox"/> Food Truck Depot: \$750.00 Per Mo.	Suite #:

Enter Additional ChefScape Supplied Services:

Item	Price	Quant	Total	Item	Price	Quant	Total
Dry Storage shelf	\$60			Cold Shelf (<i>Leesburg VDACS Only</i>)	\$90		
Dry Lockable Storage Rack	\$175			Cold Shelf (<i>Ashburn Only</i>)	\$90		
½ Dry Storage Cage	\$300			Truck Parking:	\$100		
Full Dry Storage Cage	\$500			Other:			
Dishwashing Monthly	\$300			Other:			
Cold Speed Rack w/ Cover	\$100			Other:			
				Other:			
				Total ChefScape Services:			

Enter Additional ChefScape Supplied In-Suite Equipment:

Item	Price	Quant	Total	Item	Price	Quant	Total
				Total ChefScape In-Suite Equipment:			

***Enter Member Supplied In-Suite Equipment List:**

Item	Quant	Item	Quant

*Member supplied in-suite equipment must be reviewed and approved by ChefScape staff to ensure power requirements can be met. ChefScape is not responsible for any equipment deemed unusable and any incorrectly specified or unauthorized equipment brought in that results in damage to any part of the facility whatsoever, will billed to member for the repair.

Total Monthly Payment: \$ _____

Suite Security Deposit: \$ _____

Semi-Annual Membership Fee: \$ _____

Grand Total of Todays Charges: \$ _____

*Each operation is allowed three people per booked station within the kitchen at one time. If you spread out to additional prep stations or hotline space during your scheduled hotline use, an additional per hour amount will be assessed equal to current hourly pricing. Additional hotline hours accumulated are calculated from the first day to the last day of the month. Hours are not cumulative and re-start every month. Hours may not be “rolled” from one month to another.

Included in the \$300 Semi-Annual Membership fees are:

- Recycling
- First 20 Rags, Monthly
- Water Supply
- Waste Disposal
- Grey Water Disposal
- Grease Disposal
- Facility for Cleaning all equipment and utensils
- All Utilities

Required documents for operating in the Kitchen:

1. Business License
2. Food Manager's Certificate (With expiration date, must be from an accredited institution)
3. Copy of Menu (Only needed if you're applying for a Health Department Permit)
4. Proof of Insurance with the following coverage:
 - a. **General Liability**, including Workman's Comp if there are employees) with coverage of at least \$2,000,000 per occurrence.
 - b. **Product Liability**: Should User be manufacturing product for distribution, they will be required to show product liability & Completed Operations Coverage insurance in the amount of \$2,000,000 per occurrence.
 - c. **Auto Insurance**: Appropriate coverage for non-owned and hired auto coverage.

*****Important Note:** All clients need to obtain the insurance coverage noted above, there are no exceptions as this is what is required by our insurance and by our landlord. This insurance should be in force at the time of the agreement signing and for the duration of User's affiliation with the facility.

Insurance can be purchased through Preferred Insurance Co, Dan O'Leary dan@preferins.com. Dan is very familiar with Chefscape and Chefscape members.

Users must add the kitchen where they are operating as an additional insured. Here is the exact wording that must appear on each COI:

Leesburg Kitchen:

Chefscape Leesburg LLC, Village at Leesburg, 1602 Village Market Blvd, Unit #115, Leesburg, VA 20148

How time in the Kitchen is scheduled and paid for:

We use an online Kitchen management platform, The Food Corridor, for you to self-book your time in the kitchen. Once all paperwork has been received and you have been approved by management, you will receive a login to our online platform and input your billing information for your kitchen membership process to continue forward. You will at that time be billed for the ChefScape Kitchen application fee (\$50) and permit application fees.

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