



Logan Square Kitchen Kitchen License Agreement

Terms & Conditions (vers. 06 07 11)

Questions? zina@logansquarekitchen.com or 773.550.9642

Services:

- This license agreement ("Agreement") grants the Client a revocable license to use portions of the kitchen and storage space of 2333 N. Milwaukee Ave., Chicago IL 60647 (referred to as "the Premises" or the "Kitchen"). Specifically, the LSK grants the Client a license to use the commercial kitchen for production of Client's food products.
- Each Client licenses cooking galleys and storage units as needed and agreed upon with LSK. Galleys highlighted on our floor plan available at www.logansquarekitchen.com/kitchen.
- LSK does not furnish any bowls, pots, sheet pans, rags, potholders, or any other small wares. Each Client brings its own ingredients and gear.
- Client may not store farmer's market tents, tables, sandwich boards or other large pieces at LSK.
- LSK provides cleaning supplies except rags/towels; each client is responsible for clean-up of galley by end of each shift. All rags, towels, aprons and other cloth items must be removed for laundry at end of each shift.
- Client is permitted to accept deliveries at LSK via rear kitchen entrance. LSK is not available to accept, nor is it responsible for, any Client deliveries.
- LSK is not responsible for any part of the food production process beyond the use of a facility. Any performance or product failure of Client or Client equipment, supplies or ingredients is not the responsibility of LSK.
- LSK is not responsible for the loss of a Client's product, property, production capacity or profits due to unexpected power or equipment failures. Client should contact LSK immediately in the event of any equipment problems. LSK will make every effort to remedy the situation. If Client continues production in spite of equipment issues, regular use fees apply unless other arrangements are made with LSK at the time of the issue.
- Dining room is licensed separately and covered by a separate agreement.

Billing & Schedule:

- Use schedule and storage rental will only be available as mutually agreed upon by LSK and Client.
- Kitchen use time is reserved in advance. Clients using LSK on a one-time basis will be charged for use upon reservation. Clients using LSK on an ongoing basis will maintain a credit card on file at LSK, and pay a security deposit if applicable.
- Shift billing begins upon Client arrival, or reservation start time, whichever is earlier.
- Cancellation policy: If Client cancels a shift within 5 days of reservation and time is not rebooked, Client is responsible for 50% of reserved shift fee.
- Client will receive detailed invoice via email for services rendered. Monthly users will receive invoice at month's end. One time users will receive invoice at conclusion of project.
- Client will be billed in accordance with pricing as provided on LSK website, which may be updated from time to time.

- Any denied or rejected payments must be remedied by Client within two business days, or kitchen access may be suspended. Client shall be responsible for any fees LSK incurs for any denied, canceled or rejected payments.
- If additional time is desired, client may extend reserved time block if available at applicable rate.
- If a Client uses kitchen beyond its reservation (i.e., works overtime), and keeps another business waiting, Client working overtime will pay first hour of fees for business kept waiting.
- Cost to repair or replace damaged or missing equipment will be charged to Client.
- Clients may be charged fees for any work LSK must perform that is Client's responsibility. Examples: Cleaning galley for incoming client, preparing Client's property for health inspections.
- From time to time, high-paying event clients may require adjustments to Kitchen Client schedules. Clients in our community agree to schedule flexibility when needed.

Taxes

- All profits derived from Client's products or services while working at LSK are the sole and exclusive property of Client unless specifically set forth in a separate agreement.
- Client shall be responsible for any Federal, State, City or other tax authority for taxes due as a result of the sale of items produced by Client at LSK.

Client & Food Safety

- Health Code Compliance. All Clients must display City of Chicago and Illinois Food Sanitation Certificate while working in LSK. Each Client must comply with the requirements of the LSK Operations Manual at www.logansquarekitchen.com, as well as all applicable codes and regulations with regard to the preparation and storage of food, including the City of Chicago and State of Illinois Health Code requirements. A Client's failure to comply with any applicable codes and regulations shall be a basis in the sole discretion of LSK to terminate this Agreement. The Client shall pay any fines related to the Client's failure to comply with any applicable City of Chicago or State of Illinois regulations.
- Other Facilities If Client is working in a commercial kitchen or kitchens in addition to LSK, it will inform LSK of all aspects of product and process involving multiple facilities. Client must discuss and develop food safety protocols for LSK approval. INGREDIENTS THAT HAVE BEEN OPENED IN ANOTHER FACILITY AND TRANSPORTED TO LSK MAY NOT BE BROUGHT INTO LSK WITHOUT PRIOR APPROVAL. NO FOOD IN ANY MID-STAGE OF PRODUCTION MAY BE BROUGHT TO LSK WITHOUT PRIOR APPROVAL. FAILURE TO INFORM LSK OF ACTIVITY IN OTHER FACILITIES MAY RESULT IN LOSS OF KITCHEN PRIVILEGES.
- Attire Proper footwear is required; no sandals, flip flops or open-toed shoes or high heels are permitted. Head must be covered and hair restrained properly at all times. Attire must be securely worn and safe from loose laces, ties, jewelry or other loose ends. Clients may be refused access to kitchen if attire deemed unsafe.
- Product Labels. All product labels must show client's business address, NOT LSK street address. All other legal label guidelines must be followed.
- Loss of Property. A Client shall immediately remove any stored item, equipment or ingredient which LSK deems in its sole discretion to be unsafe or unhealthy for any reason. LSK will make reasonable effort to inform Client, but LSK reserves the right to remove any stored item, equipment or ingredient it deems unsafe or unhealthy. LSK is not responsible for any of Client's property stored on premises.
- Cell Phone Usage. No cell phones, headphones or hand-held electronic devices may be used in kitchen, except in designated areas. Violation of policy may result in loss of LSK access.

- Operations Manual. All Clients agree to operations practices and policies in LSK Operation Manual as published on www.logansquarekitchen.com and is updated from time to time.

Other Business Matters:

- Meetings Client agrees to participate in meetings of the LSK community as needed, to review and discuss policies and practices. Meetings will address LSK goal to become a zero-waste, zero-energy kitchen, as well as general operational improvements.
- Locks Client shall furnish any desired locks for rented storage units and provide a copy of key or combination to LSK for access. If LSK must remove locks for any reason, Client shall pay any locksmith fee. Client will be responsible for any damage to storage cages caused by its locks or other property.
- Keys LSK issues keys when it is confident in Client's proper and secure building practices. Lost key fob fee is \$25. Loss of LSK dumpster keys kept near back door results in \$100 fine.
- Insurance and Indemnity: Client shall maintain minimum of \$1,000,000.00 of comprehensive general liability insurance, including product liability insurance with Logan Square Kitchen listed as an additional insured, as follows: Logan Square Markets, LLC, dba Logan Square Kitchen, 2748 N. Troy St., Chicago, IL 60647. Client shall also comply with all mandatory insurance requirements of the Illinois Worker's Compensation Act. LSK is not responsible for any damage or theft of Client property stored on the premises. The Client, its officers, successors, assigns, heirs, estate, employees, and all other persons, known or unknown, being fully aware of the risks associated with the operation of a kitchen facility and the associated risks of personal injury and property damage, hereby releases, waives, discharges and covenants not to sue LSK. Client shall defend, indemnify and hold harmless LSK against any and all claims, demands, tax liability, causes of action, personal injuries, death, damage, damage to property, costs, attorneys fees and liabilities, in equity or in law, of every kind and nature, whatsoever, directly or proximately caused by the act or omission of the Client or any of its officers, agents, employees, guests, patrons, or invitees, including injuries to any officers, agents or employees of Client. Client shall, at its sole risk and expense, defend all suits, administrative proceedings, tax proceedings, citations, actions or other legal binding proceedings which may be brought or instituted against LSK or any such claim, demand or cause of action, except that LSK reserves the right to select counsel to defend any such action. The Client shall pay and satisfy any judgment or decree which may be rendered against LSK in any suit, action or other legal proceedings, and the Client shall pay for any and all damage or loss to the property LSK due to such loss or theft of such property, done or caused by the Client, its officers, employees, guests, patrons or invitees.

Other Terms and Conditions

No Agency This Agreement shall be construed as a vendor/vendee agreement and in no event shall Client and its agents, servants or employees be deemed to be agents, servants or employees of LSK.

Severability The invalidity or unenforceability of any particular word, phrase, sentence, paragraph or provision of this Agreement shall not affect the other words, phrases, sentences, paragraphs or provisions hereof, and this Agreement shall be construed in all respects as if any such invalid or unenforceable word, phrase, sentence, paragraph and provision was omitted and the remainder construed so as to give them meaningful and valid effect. It is the intention of the parties that if any particular provision of this Agreement is capable of two constructions, one of which would render the provision void, and the other of which would render the provision valid, the provision shall have the meaning that renders it valid.

Prevailing Party Attorney's Fees Without limitation, in the event any party seeks to enforce any rights or covenant arising hereunder this Agreement in any proceeding, the prevailing party therein shall be entitled to recover from the other party, in addition to any other sums adjudicated to be due and without regard to any other relief granted, all reasonable costs and expenses, including reasonable attorneys fees, paid or incurred by such prevailing party.

Choice of Law THE VALIDITY OF THIS AGREEMENT, ITS CONSTRUCTION, INTERPRETATION AND ENFORCEMENT AND THE RIGHTS OF THE PARTIES HERETO SHALL BE DETERMINED UNDER, GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.

Dispute Resolution The Parties agree that any dispute arising out of this Agreement shall be settled by the following process: first, both parties participate in a minimum of three in-person, face to face meetings in an attempt to resolve the dispute. If no resolution is reached, the dispute must be submitted to mediation as a condition precedent to filing a demand for arbitration. Any mediation shall be conducted in Chicago, Illinois and shall be conducted by a private mediation service agreed upon by the parties. Any arbitration shall be conducted in Chicago, Illinois and shall be conducted by a private arbitration service agreed upon by the parties. In the event the parties cannot agree on a mediation or arbitration service, the mediation or arbitration shall be administered by the American Arbitration Association (the "AAA") under the AAA's Commercial Arbitration Rules before a single arbitrator, who shall be selected (a) either by agreement of the parties, or (b) if the parties are unable to reach agreement upon an arbitrator within 45 days of initiation of the arbitration, pursuant to the AAA's procedures, provided that in the latter circumstances that such arbitrator shall be a former judge. Exclusive jurisdiction for entry of judgment on the award rendered by the arbitrator or to petition for vacatur or confirmation of the arbitral award shall lie in either the Circuit Court of Cook County, Illinois or the United States District Court for the Northern District of Illinois, if grounds for federal subject matter jurisdiction exist.

Termination Either LSK or Client may terminate this Agreement for any reason at any time, provided however, that the terminating party shall give reasonable notice either via email or at the address specified in this Agreement. Upon termination any refunds or security deposits due to Client will be paid within 45 days of termination of agreement.

Assignment This Agreement may not be assigned by any party without the prior written consent of the other. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors in interest and permitted assigns. Client is in default if any violation of policy is not remedied within 48 hours of written notice. The undersigned warrants that he/she has the authority to submit this Application and enter into this Agreement pursuant to the "Terms and Conditions" which are attached and incorporated into this Application. Upon LSK's acceptance of this Application, the Applicant agrees to be bound to the Terms and Conditions incorporated herein.

