



Pepper Preppers Kitchen LLC

Contract

Business Name: _____

Owner(s) Name(s): _____

Address: _____

Phone #: _____

Email: _____

Emergency Contact: _____ Phone #: _____

What type of business do you have? What do you make? _____

What are your kitchen needs (equipment, hours, cold, or dry storage)?

Do you have any preferred day or days of the week? _____

(You can always book an available time 24/7, this is just for us to be aware of any preferences)

Expected start date: _____

Is your business WSDA or Benton Franklin Health Department (BFHD): _____

Routine (typically quarterly) communication emails are sent out, if you prefer your email not be shared with other clients, Please mark here: _____

Refer to Appendix A for current pricing and select your starting plan and storage.

The following rules/expectations are designed to create a 'kitchen family'... Consideration and respect for each other are priorities.



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_____ **Cleanliness is an absolute REQUIREMENT of this contract.** You are responsible for cleaning up after yourself! Including but not limited to grease splatter, product spills, liquid spills, bathroom adventures, toilet paper on the floor, garbage into a trash bin without a liner, etc.!!! We do NOT plan to hire an outside cleaning service; therefore, it is completely up to ALL of us to clean up after ourselves. Leave the area “cleaner” than you found it. This is a brand-new kitchen, so this should be easy to comply with. This will be a ‘3 strikes, and you are out’ situation! First problem, written reminder with an opportunity to explain! Second problem, written notice and a minimum \$125 cleaning fee! Third problem, written notice to vacate within 30 days! This is non-negotiable, so please don’t put yourself in this situation!

_____ An application / orientation fee of \$125 is due at contract signing. Cash or check on-site. Credit cards have a 3.5% convenience fee and must be requested and paid prior to the appointment. This contract must be signed prior to signing health department forms or providing documents for WSDA applications. Orientation may be requested for the same time or at a later date. However, the orientation should be conducted within a week of the planned start date (unless otherwise agreed).

_____ A Kitchen Orientation will be conducted prior to granting client access. Clients agree to only operate the equipment for which the orientation covers. Employees may attend the orientation; however, it is your responsibility to ensure employees know how to properly operate the equipment. If or when in doubt we would be happy to brief you or your employees again. Additionally, there is a book in the kitchen with operation instructions for your reference. NEVER perform any maintenance or adjust any settings: Contact Kitchen Management. Reserving time in the kitchen will be covered during the orientation in a separate agreement on terms/expectations.

_____ ‘Virtual Fork’ (an online kitchen management tool) will be used for client scheduling, document collection, and invoicing. A \$10 monthly charge will be added to all clients on a monthly kitchen plan (kitchen usage or storage). Clients solely on a kitchen usage hourly plan will have an annual charge based on usage. Please be aware that Virtual Fork is currently in a ‘beta testing’ program, our participation results in long-term discounted pricing. We may encounter problems along the way; however, they are very receptive to our feedback and quick to respond. If confidence in this program decline, it’s use may end at any time without notice.



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_____ All 'per month' plans are due in advance the first day of the month. This will be auto billed via Virtual Fork (a transaction fee applies: 0.08% for ACH or 2.9% plus 0.30 for credit/debit cards). The hourly plan (\$180 per year) paid in advance during the orientation or sooner and a credit for 10 hours will be issued to be used throughout the year. Once your credit or hours are used, you will need to pay in advance via Virtual Fork.

_____ If have an adverse reaction to payments via Virtual Fork (they use "Stripe" as their processing agent); Cash or check payments will be accepted, however, they must be paid by the 25th of the previous month (5 days before the due date) and always paid on time. If you need to add hours/credits you will need to pay in advance prior to making the reservation request. This may be logistically challenged, so we highly recommend payments via Virtual Fork.

_____ If for any reason your bill is not paid by the 5th of the month a late fee of \$50 will be assessed. Access to the facility may be restricted if payment isn't received by the 10th day of the month (if special arrangements are needed, please contact us). If you are locked out a reinstatement fee of \$100 will need to paid prior to access being restored.

_____ The first month may be pro-rated based on the start date you select during orientation.

_____ Plans are considered month-to-month and can be cancelled or changed upon request. Cancellation or downgrades require a 30-day notification; upgrades can be made anytime for the month the request is received (payment within 5 days is expected for same month upgrades). Refunds on yearly fees for early cancellation will not be considered. A 30-day notice will be provided to clients for any rate changes. Policy updates and communications will be emailed to you, it is the client's responsibility to read and comply with any changes communicated via email.

_____ Clients are expected to 'Clock-in/Clock-out' of the kitchen via keycard/fob (or otherwise requested by Kitchen Management). This information is provided to the health department monthly and may be used in comparison to hours booked for billing purposes. We do NOT intend to micro-manage this process, so please don't make us! Failure to log out increases the workload on Kitchen Management and puts us at risk with BFHD when they see they can't trust our policies: therefore, failure to log out will result in a penalty of \$25 each time. Leniency may be granted for rare occurrences.



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- _____ Mobile food cooking unit (Food truck, etc) parking is limited to Appendix A agreement.
- _____ Kitchen supplies are intended for kitchen use only. Please do not remove or 'stash away' for private use. If the provided supplies do not fit your needs, please purchase your own. However, please feel free to make suggestions for improvements.
- _____ Kitchen equipment (including stationary tables) shall not be re-arranged without kitchen management approval. This does not include storage cages or portable carts/Tables with casters. However, these should be maneuvered with caution as you are responsible for any damage.
- _____ Open food items should not be STORED in the walk-ins. Uncovered foods are allowed for cooling purposes, IAW Health Dept regulations. However, food must be covered prior to you leaving the kitchen for the day. Your stored food items should not leak or affect other clients. Storage on top of shelving units is not permitted, without approval which will only be granted for temporary purposes.
- _____ Clients shall ensure all employees (or other people inside the kitchen) are appropriately trained on kitchen rules/regulations. Their conduct is your responsibility.
- _____ This is a limited access facility. If you allow anyone access to the facility... you are responsible for them. [Note to clients: Do not just 'show up' and expect someone else to let you in... we (Kitchen Management) expect that they DON'T let you in (as now you become their problem) ... Bring your own key.] If we (kitchen management) ask you to let them in, they are our responsibility: not yours.
- _____ 24-hour security surveillance will be in effect within this facility. Clients understand this is considered a public location and that they may be recorded for the protection of all parties involved.
- _____ In addition to cleaning up after themselves... Clients agree to turn off all equipment used, turn off lights (Obviously if someone else is still using the kitchen, they should turn off the lights), & ensure all doors are closed/locked prior to exiting the kitchen for the day.
- _____ Clients should park in the private parking lot on the south side of the building first to ensure public street parking is available for short-term parking. Do not leave vehicles unattended overnight without prior approval. Parking in the front of the building should be reserved for loading and unloading only.



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- _____ Live animals are not allowed in the kitchen. Tobacco use or smoking must be conducted outside the kitchen and comply with current regulations on appropriate distance away from doorways. All outdoor litter must be policed by the user.
- _____ Empty all trash bins used by your company at the end of your shift unless arrangements are made with other clients still using the facility. Trash bins that contain food products and are not emptied attract rodents and insects.
- _____ Clients agree to keep their private storage areas clean and free of food debris, to not attract mice, bugs, etc. Large appliances are not allowed in private storage rooms (for safety and damage prevention).
- _____ Rented storage space(s) will be completely emptied and cleaned prior to discontinuation of rental. Additional rental fees or cleaning fees may be assessed if conditions aren't met within the allotted time.
- _____ If the Hood Fire Suppression System is set off due to your (or your employees) negligence, you will be responsible for all costs associated with clean up and system reset. This should be covered under your business liability insurance; however, we wish to make it clear that you should ALWAYS be monitoring all kitchen activities. (e.g. if you plug something into an outlet, if you have something cooking, if you are running water.... You should be watching it).
- _____ Any court costs or attorney fees resulting from client's non-payment or facility damage is the client's responsibility.
- _____ **No Waiver.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, duty, agreement or condition.



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Requirement for Business Insurance:

Clients will, at their own expense, maintain insurance in full force and effect during the term of this agreement in such amounts as to meet the minimum limits of general liability insurance including product liability as contents on the premises and said insurance shall be placed with companies or underwriters satisfactory to Pepper Preppers Kitchen LLC (hereafter PPK). The insurance policy shall be way of limitation, personal injury, property damage, products liability, automobile, aircraft, and contractual coverage, including the obligations pursuant to article 17-Indemnity and waiver of damages, herein.

Pepper Preppers Kitchen LLC and their agents shall be named as additional insured parties with respect to use of the premises which are the subject of this agreement.

The Client shall promptly, upon execution of this agreement, furnish to PPK, appropriate certificates of insurance evidencing coverage affected and to be maintained for term of this agreement. The coverage shall not be less than the term of this agreement. The coverage shall not be less than One Million Dollars (\$1,000,000) combined single limit or split limited equal to and not less than One Million Dollars (\$1,000,000) for personal injury and property damage with respect to each occurrence: such limits subject to periodic adjustments.

The insurance policy shall not be subject to cancellation except after notice to PPK at least thirty (30) days prior to the dates of such cancellation or material change. Where any policy has normal expirations during the term of this agreement, written evidence of renewal shall be furnished to PPK.

Client Signature

Date

Pepper Preppers Kitchen (Agent) Signature

Date



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APPENDIX A:

Indicate below your desired starting hours and storage.

You may change your selection at any point IAW our contract (add or upgrade anytime; downgrade or cancel with a 30-day written notice).

Verbal requests to upgrade will be considered a written change request with the first payment following (indicating) the selected changes.

Kitchen Use Selection:

90 Hours/mth (\$1080/mth): _____

60 Hours/mth (\$780/mth): _____

40 Hours/mth (\$560/mth): _____

20 Hours/mth (\$300/mth): _____

10 Hours/mth (\$160/mth): _____

*Hourly (Minimum \$180 per year): _____

*(\$18 per hour)

Storage Use Selection:

Monthly Cold Storage Shelf – 24” x 36” (\$60 ea/mth): # _____

Monthly Cold Storage Shelf – 24” x 48” (\$80 ea/mth): # _____

Daily Cold Storage Shelf – 24” x 36” (\$10 ea/day or \$40 ea/wk): # _____

Rolling Cage: # _____ (Shelf / Entire)
[Shelf (\$40) or Entire (\$100)/mth]

Small Private Room (\$150/mth + monthly plan): _____

Medium Private Room (\$200/mth + monthly plan): _____

Large Private Room (\$250/mth + monthly plan): _____

Food Truck Parking (\$275/mth): _____

Food Truck Parking only includes:

- One electrical plug: _____ amp-service
- Access to water

Custom arrangement:

Preferred Method of payment:

Check/Cash: _____ Debit/Credit Card (fees apply): _____

Automatic withdraw (fee apply): _____

Client Signature

Date

Pepper Preppers Kitchen (Agent) Signature

Date