



OUR COMMUNITY KITCHEN 1, LLC

SHARED KITCHEN AGREEMENT

Client-Company Name: _____

Effective Date: _____

This Shared Kitchen Agreement ("Agreement") is entered into between Our Community Kitchen 1, LLC ("OCK1") and the above-named Client-Company.

This Agreement governs access to and use of the commercial kitchen facility located at:

2655 W. Guadalupe Rd.
Ste. 13, 14, 15, 16
Mesa, AZ 85202

Actual Business Mailing Address:

**2655 W Guadalupe Rd.
Ste. 14
Mesa, Az 85202**

This Agreement incorporates by reference and is governed together with the following Exhibits:

- Exhibit A – Pricing & Fee Schedule
- Exhibit B – Rules, Regulations & Operations
- Exhibit C – Assumption of Risk & Individual Liability Release
- Exhibit D – Workstation Layout Guide
- Exhibit E – Good Neighbor & Shared Workspace Policy
- Exhibit F – Client Onboarding & Platform Setup Guide
- Exhibit G – Access, Security & Key Control Policy
- Exhibit H – Enforcement & Administrative Fee Schedule
- Exhibit I – Membership & Tier Guide

In the event of conflict between Exhibits, the controlling authority shall be interpreted according to the designated authority structure described within the Exhibits.

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Client-Company acknowledges receipt of all Exhibits listed above and agrees that each Exhibit is incorporated into and forms a binding part of this Agreement. Client-Company further acknowledges that the Pricing & Fee Schedule (Exhibit A), Rules, Regulations & Operations (Exhibit B), and Enforcement & Administrative Fee Schedule (Exhibit H) authorize OCK1 to assess charges, administrative fees, and enforcement actions in accordance with their terms.

1. TERM & TERMINATION

This Agreement begins upon execution and continues on a month-to-month basis unless otherwise governed by the membership structure defined in Exhibit I.

Production membership tiers associated with permitted food production operate within the regulatory permit cycle and may require alignment with annual permit renewal periods.

Commissary Access Memberships operate on a month-to-month basis unless otherwise specified.

Notice Calculation & Billing Alignment

Thirty (30) days' written notice shall align with OCK1's monthly billing cycle.

If notice of termination is provided at any time during a calendar month, membership shall continue through the end of the following full calendar month.

By way of example, if written notice is submitted on January 12, the membership term shall conclude on February 28.

Membership minimums, storage fees, permit hold fees, and all applicable charges remain due through the final calendar month, regardless of usage.

No prorated refunds shall be issued for partial months.

OCK1 may suspend or terminate immediately for material breach, including but not limited to:

- Nonpayment
- Insurance lapse
- Regulatory violations

- Safety concerns
- Security violations
- Failure to maintain required documentation
- Repeated operational violations

Suspension or termination does not waive financial obligations accrued under this Agreement.

1.A COMMISSARY SPONSORSHIP TERMINATION

If Client-Company operates under a commissary relationship with Our Community Kitchen 1, LLC for purposes of regulatory compliance, that relationship exists solely during the active term of this Agreement.

Upon termination or expiration of this Agreement for any reason, commissary sponsorship by OCK1 immediately terminates.

Client-Company may not represent, claim, or imply that Our Community Kitchen 1, LLC serves as its commissary facility after the termination date.

Client-Company shall return any issued commissary verification documents or commissary agreements upon termination. Any previously issued commissary documentation becomes void upon termination of membership.

OCK1 reserves the right to notify applicable regulatory authorities that commissary sponsorship has ended.

1.B REGULATORY NOTIFICATION

Client-Company acknowledges that Our Community Kitchen 1, LLC may confirm, deny, or otherwise communicate the status of commissary sponsorship to any applicable regulatory authority upon request, including confirmation that such sponsorship has been terminated.

1.C REGULATORY NOTIFICATION BY CLIENT

Client-Company acknowledges that if it has obtained any permit, license, or regulatory authorization using Our Community Kitchen 1, LLC as its commissary facility, Client-Company is responsible for notifying the applicable regulatory authority when commissary sponsorship has ended.

Client-Company shall notify the applicable regulatory authority if:

- the permit associated with this commissary relationship is terminated
- the permit is voluntarily closed
- the permit will not be renewed during its normal renewal period
- the business ceases operations using Our Community Kitchen as its commissary facility

Client-Company shall include Our Community Kitchen 1, LLC on such communication by copying info@ourcommunityarizona.com, or another designated kitchen contact, on the email or written notification provided to the regulatory authority.

For administrative clarity and to simplify communication tracking, Client-Company is strongly encouraged to list info@ourcommunityarizona.com as a secondary contact email when establishing or updating any regulatory permit or record associated with the commissary relationship.

Where permitted by the applicable regulatory authority, Client-Company shall list Our Community Kitchen 1, LLC as a secondary contact on the permit or regulatory record associated with the commissary relationship.

Failure to notify the applicable regulatory authority and include OCK1 on such communication may result in the forfeiture of any security deposit held by OCK1, as failure to properly terminate regulatory representation exposes the facility to potential regulatory and liability risk.

Failure to notify the applicable authority or to include OCK1 on such communication does not extend or reinstate commissary sponsorship.

2. MEMBERSHIP & PAYMENT

Client-Company agrees to purchase and repurchase the minimum monthly hours associated with its assigned tier as outlined in Exhibit A and Exhibit I.

Unused hours do not roll over.

All bookings must be made through the approved platform.

Workstation reservations may be booked in half-hour increments at the assigned hourly rate. Billing is calculated proportionally based on time reserved or utilized through the approved booking platform.

A valid payment method must remain on file at all times.

Failure to maintain valid payment method or resolve billing issues may result in immediate suspension.

3. SECURITY DEPOSIT

Security Deposit Amount: \$ _____

The security deposit is required to offset operational risk in a non-tenant, license-based structure.

The security deposit does not become refundable until nine (9) full months of continuous membership have been completed.

If Client-Company terminates membership, or membership is terminated for any reason, prior to completing nine (9) full months, the security deposit is forfeited and not refundable.

After nine (9) full months of continuous membership have been completed, the deposit becomes eligible for refund upon termination, provided that:

- All outstanding balances are paid
- No damages or administrative fees remain
- All issued keys/devices are returned
- Storage areas are cleared
- The facility is left in compliant condition

OCK1 may apply the deposit toward unpaid balances, damages, cleaning costs, administrative fees, or violations.

Any eligible remaining balance will be returned within thirty (30) days of termination.

4. INSURANCE REQUIREMENTS

During the term of this Agreement, Client-Company shall maintain in full force and effect the following insurance:

(a) Commercial General Liability insurance covering the Premises and Client-Company's operations in the amount of:

- \$1,000,000 per occurrence
- \$2,000,000 aggregate

Naming:

Our Community Kitchen 1, LLC
2655 W. Guadalupe Rd.
Ste. 13, 14, 15, 16
Mesa, AZ 85202

as Additional Insured.

(b) Workers' Compensation insurance as required under Arizona law.

All policies must:

- Be issued by an insurer authorized to do business in Arizona
- Maintain an A.M. Best rating of A+ or better
- Provide thirty (30) days written notice prior to cancellation, non-renewal, or material change

Prior to first workstation use, Client-Company must provide a valid Certificate of Insurance evidencing compliance.

Updated Certificates must be submitted prior to expiration.

Failure to maintain required insurance constitutes material breach and may result in immediate suspension.

Compliance responsibility rests solely with Client-Company.

(c) Waiver of Subrogation

Client-Company waives, and shall cause its insurers to waive, any right of subrogation against OCK1, its owners, managers, officers, employees, contractors, and agents for claims arising out of Client-Company's use of the Premises, to the extent permitted by Arizona law.

5. LIABILITY & RISK

Use of the facility involves inherent risk.

All individuals accessing the facility must execute Exhibit C prior to entry.

Client-Company is responsible for ensuring all employees, contractors, assistants, and agents complete required documentation.

6. LICENSE – NO TENANCY CREATED

This Agreement grants Client-Company a limited, non-exclusive, revocable license to access and use designated areas of the facility in accordance with this Agreement and incorporated Exhibits.

This Agreement does not create a lease, tenancy, subtenancy, or any landlord-tenant relationship between the parties. No exclusive possession of any portion of the Premises is granted.

OCK1 retains full control, possession, and management of the facility at all times. Workstation assignments, storage allocations, and facility configurations are operational designations only and do not create property rights.

Client-Company acknowledges that its rights under this Agreement are contractual only and subject to operational adjustments consistent with shared-use facility management.

Client-Company may not sublease, sublicense, assign, or transfer rights under this Agreement.

7. USE OF PREMISES

Client-Company agrees to comply with:

- Exhibit B – Rules, Regulations & Operations
- Exhibit E – Good Neighbor Policy
- Exhibit G – Access & Security Policy
- All federal, state, and local regulations

Client-Company acknowledges and agrees that use of The Kitchen's Market for production activities is governed by Exhibit B, including billing treatment and booking requirements associated with production conducted within Market space.

Storage assignments do not constitute exclusive possession and remain subject to operational reassignment under Exhibit I.

7A. FACILITY MANAGEMENT AUTHORITY

Facility management retains final authority over operational decisions, scheduling determinations, billing classifications, and interpretation of facility policies as they relate to shared kitchen operations and the coordinated Exhibits incorporated into this Agreement.

Management determinations made in good faith to maintain operational balance, regulatory compliance, or facility safety shall be considered binding for purposes of administration and enforcement under this Agreement and its incorporated Exhibits.

8. DEFAULT & REMEDIES

Failure to comply with this Agreement or any incorporated Exhibit constitutes default.

OCK1 may pursue all remedies available under law, including suspension, termination, recovery of unpaid balances, enforcement of administrative fees, and restriction of access.

Client-Company is responsible for reasonable costs of collection or enforcement if necessary.

OCK1's rights and remedies are cumulative and may be exercised concurrently or independently. Failure to enforce any provision shall not constitute waiver of future enforcement.

In any action arising from this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

9. LIMITATION OF LIABILITY

To the fullest extent permitted by Arizona law, OCK1 shall not be liable for indirect, incidental, consequential, special, or punitive damages arising from Client-Company's use of the facility, including but not limited to lost profits, business interruption, product loss, spoilage, or reputational harm.

OCK1's total liability, if any, arising under this Agreement shall not exceed the total membership fees paid by Client-Company during the three (3) months preceding the event giving rise to the claim.

10. FORCE MAJEURE

Ock1 shall not be liable for interruption of services due to events beyond its reasonable control, including but not limited to utility interruption, natural disaster, governmental order, health department mandate, fire, equipment failure, or other unforeseen circumstances.

11. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

SIGNATURES

Client-Company Signature: _____ Date: _____

Print Name: _____

Title: _____

Our Community Kitchen 1, LLC

Authorized Representative: _____ **Date:** _____

Client-Company Signature: _____ Date: _____

Print Name: _____

Title: _____

Client-Company Signature: _____ Date: _____

Print Name: _____

Title: _____

Client-Company Signature: _____ Date: _____

Print Name: _____

Title: _____
