

Jax Kitchen

Public Food Service Establishment Commissary Client Agreement

Please note that this Agreement may be changed at any time, and you are operating subject to the changes. The current version of this Agreement is always available on Jax-Kitchen.com Pricing/Agreements tab.

Hours of operation and reserving Client time: Jax kitchen is open 24 hours a day for Clients who are on the schedule. Client must be scheduled to use the kitchen. A Client is required to log into the website-based scheduling system and reserve the time when Client would like to use the kitchen.

Changing a reservation: Understanding that circumstances change, when a Client needs to make reservation changes; log into the website based scheduling system and make the change **two-hours prior** to the scheduled arrival or 20% of the time will be charged to Client's account even when Client arrives late or does not use the time. If Client needs the kitchen at the last moment, log into the website-based scheduling system to check for availability and to reserve the time. Client may make a site-visit to check availability, and if available, log into the website-based scheduling system and reserve time at Jax Kitchen upon arrival.

Time Definitions: *All Clients must check-in our time clock system every time they enter the building.*

Work-Time: This time **counts as** Client's monthly Rental Hours.

Work-Time is any time Client is in Jax Kitchen. This includes preparation, loading and unloading of items from Client's vehicle (once Client enters the facility) and clean-up of Client's work area. Work-Time includes reserved time even when Client arrives late or does not use the reserved time. Work-Time includes restroom breaks, smoke breaks and eating breaks. Work-time is calculated by your checking in to our time clock system or time you have scheduled.

Temporary Storage Time: This time **does not count as** Client's monthly rental hours. This time could include time spent temporarily waiting for Client's product to sit (without Client's needed attention) and requires that Client leave the facility. This includes overnight cooling in the refrigerator. Client can never leave food under heat and leave the facility.

Non-Work Time: This time **does not count as** Client's monthly rental hours.

When discussing concerns with the staff of Jax Kitchen for items such as billing, needs, concerns, etc.

Commissary fees for Clients: All rental, storage and miscellaneous fees are billed on the first of the month, for your review, and processed and charged on the fifth of the month. All fees are charged sales tax.

Registration Fee \$75.00 registration fee and last month's minimum rent is due with application. Registration fee is a one-time fee while under contract. (scheduling program access and building and alarm access provided after initial inspection)

Monthly Rental Hour Rates Rental rate for kitchen hours are based on the number of Rental Hours Client will use in a contract month based on a time-based pricing tier. Client must notify Jax Kitchen prior to the credit card processing date (fifth of the month) of a change in pricing tier in order to get the

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reduced rate pricing. All hours purchased and used for that month will be priced at the pricing tier the Client chooses (initial pricing tier is 10 Hour Minimum). The full amount of the chosen pricing tier is charged on the fifth and as Client books hours on the calendar and clocks-in, the time is deducted from their set amount. If the Client books or clocks-in more than the number of hours in their plan, the client pays an hourly overage. This overage amount will be added to the following month's bill. Rental fees are non-refundable, and no hours can roll-forward to the next month. In the event that Jax Kitchen is not notified of work hours via our time clock system and Jax Kitchen has to determine the Client's number of Rental Hours used; rental hours are \$35.00 per hour.

Please see Rate Sheet

All fees are based upon 1-3 persons from the same company working. If Client exceeds 3 workers the rate increases to an additional \$7.00 per hour for each additional person.

Check-in and Check-out Jax Kitchen Staff may, at any time, verify that Client has checked into our time clock system. If at any time Client is not checked-in, Jax Kitchen will require immediate Check-in and assess Client a \$25 fee. Failure to Check-in to our time clock system may cause suspension of use for any number of days or immediate termination.

Payment Options Cash or Check accepted. (NSF or return check fee is \$25.)
Credit Card payment; Visa, MasterCard, American Express & Discover

Contract Date starts the day you are licensed. A prorated amount of first month's fee will be due on that day. All contracts are month to month. First Monthly contract payment is due on **Contract Date**.

A late fee of \$20.00 is charged if payment is not received in 5 days from credit card processing date (fifth of the month).

Non-payment of monthly contract for 20 days causes the client's access codes and key fob to be disabled. Additionally, non-payment of the minimum monthly contract fee will terminate Client's use of Jax Kitchen and require a new registration and payment of unpaid monthly fees.

Items needed prior to usage of Jax Kitchen: Insurance Certificate, Food Safety Manager Certificate, License, First Month Payment.

All **First Time Licensing Inspections** need to be scheduled during Jax Kitchen staff hours: Monday - Friday 9-3. You must inform Jax Kitchen staff of inspection appointments.

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Cleaning Fee A \$50.00 per hour cleaning fee is charged to Client's account if Jax Kitchen has to clean up after Client. Client should use the Clean-up Checklist so the areas the Client used are ready for use by the next person.

If another client has to clean-up after you or we have to clean-up after you, you will be charged the cleaning fee and that client will be credited for their time. Because, it takes a lot of time to watch the cameras to see who has left a mess or a problem, the cleaning rate is \$50 an hour (minimum 1 hour charged). This is a shared kitchen; do not leave your mess or any work for someone else.

When a client cleans for you they will be credited at 3X their time as everyone must be clocked-in when inside the building. In order for a client to claim the full cleaning credit, Jax Kitchen must be able to determine the responsible party. Example: Client-A leaves the floors dirty and no trash bags and Client-B takes 15 minutes to correct that. Client-A pays \$50; Client-B gets 45 minutes of kitchen time credit (15 minutes of effort X3 = 45 minutes). If Jax Kitchen cannot determine the responsible party, only the cleaning time will be credited.

Storage Pricing (monthly rate) *Please see Rate Sheet*

Fire Suppression Hood: Please ensure that Client and Client's staff know the precautions related to the fire suppression hood. It is a sophisticated piece of equipment and it is very expensive to repair, recharge and clean-up after. If Client or Client's staff discharge the fire suppression hood **Client will pay a fee of \$1,000 or cost** in order to bring the fire suppression hood back into operation. _____ **Initials**

Septic System: Please ensure that Client and Client's staff know that rags, grease, large food items and anything other than human body discharges and toilet paper are subject clogging the sewer lift-station pumps and that is a sophisticated piece of equipment and it is very expensive to repair and unclog. If Client or Client's staff introduce clogging items into the lift-station and the system required unclogging **Client will pay a fee of \$475 or cost** in order to bring sewer lift-station back into operation. _____ **Initials**

Video and Audio Surveillance

For Jax Kitchen interests and Client's safety and security we have recorded audio and video surveillance of Jax Kitchen. The system may be used to verify check-in, check-out times and used to determine the responsible party as issues come up. The system may be used to assist the authorities as needed.

Work Space: It is common for more than one company to work in the kitchen at the same time. In such circumstances, Clients should work in the appropriate reserved work station. This will help insure that each company is responsible for their own equipment usage and clean-up.

Cleaning: Upon arrival, Client should review the Clean Before You Clock-out list (on the Basic Rules banner). The Client is responsible for making sure that each item on the list is clean before Client leaves. If a Client's

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work space is not clean when Client arrives, please make note of it so that we can address this issue with the person who was last using the station. Please sanitize your work station to insure a safe and clean work area.

Jax Kitchen will maintain the cleanliness of the facility with periodic deep cleanings.

Termination: Non-payment of the minimum monthly contract fee or assessed fees will terminate Client's use of Jax Kitchen. Future use of Jax Kitchen and to claim Jax Kitchen as Client's commissary will require a new registration fee and payment of unpaid fees. Jax Kitchen will provide status information to the Division of Hotels and Restaurants or Department of Agriculture, Division of Food Safety as requested. After 20 days of Non-payment of the monthly contract, the Client's access codes and key fob will be disabled.

We Provide

Under this agreement Jax Kitchen provides a Division of Hotels & Restaurants or Department of Agriculture, Division of Food Safety inspected Public Food Service Establishment Commissary with:

- Use of Jax Kitchen as Client's designated licensed kitchen
- Air conditioned facility (there are occasions when then A/C cannot keep of with the demand)
- Hot food preparation kitchen area
- Chilled finishing room
- Food preparation area
- Baking area
- Female and male rest rooms
- Secured facility entry
- Temporary and permanent storage areas
- Computer for internet access
- Use of Jax Kitchen logo and name as an identified vendor for your business

Facility Services Include:

- Dumpster Use
- Pest control
- Sanitation and cleaning
- Facility / grounds maintenance
- Municipal water / sewer lift station / grease traps (maintained)
- Lighting / cooling / heating
- Equipment maintenance and repair

Available Equipment:

- Walk-in refrigerator, is used as a common area; all scheduled Clients will have access to the temporary storage area. If Client needs more space in the refrigerator than the temporary storage area, please notify Jax Kitchen during normal business hours and prior to Client's need.

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- Walk-in freezer, is used as a common area; all scheduled Clients will have access to the temporary storage area. If Client needs more space in the freezer than the temporary storage area, please notify Jax Kitchen during normal business hours and prior to Client's need.
- Six Burner Gas Ranges with Oven
- Double Gas Convection Ovens
- Double Electric Home-style Convection Oven
- Food preparation sinks
- Multiple Hand Wash Stations (paper towels, and soap)
- One mop sink (associated cleaning supplies)
- Multiple Food Preparation Tables
- Three Compartment Dishwashing and Sanitizing Sinks
- Dish Washer
- Lava rock charbroiler
- Griddles
- Ventilated fire suppression hood system over grease laden vapor cooking area
- 40 Gallon Steam Kettle
- 20, 30 & 60 Quart Stand Mixer
- Meat slicer & Grinder
- Equipment may be added or removed

Client provides:

- A copy of Client's Certified Food Manager's Certificate. (Certified Food Manager is required on-site when four or more employees are working). Licensing requires that all of your staff who handle food have Food Handler's Training.
- Obtain and provide a certificate of insurance as proof of Client's insurance coverage of \$100,000 Fire Legal Liability or Damage to Rented Premises and General Liability Each Occurrence of \$1,000,000 with Jax Kitchen as "additional Insured." (estimated \$700 annual cost) (Jax Kitchen suggests products liability as an addition coverage)
- All items (small wares, ingredients, consumables, and supplies and manpower) that Client needs in order to prepare Client's products.

Commissary Rules:

1. **Licensing.** As a caterer or food truck operator (MFDV) Client must become licensed through the **Department of Business and Professional Regulation, Division of Hotels & Restaurants** or **Department of Agriculture, Division of Food Safety** to use Jax Kitchen. This requires that Client to go through the process with the DBPR, Division of Hotels and Restaurants, 1940 North Monroe Street, Tallahassee, FL 32399-101, Phone: 850.487.1395, www.myfloridalicense.com. or Florida Department of Agriculture and Consumer Services Division of Food Safety, 3125 Conner Boulevard, Suite D, Tallahassee, Florida 32399-1650, (850) 245-559, www.freshfromflorida.com. The Division will allow Client to identify Jax Kitchen as Client's

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designated licensed kitchen. Client's licensing approval will require inspection of this facility.

2. **Behavior and Rule cooperation.** Behavior and Rule compliance is an issue that will cause a Client's dismissal from Jax Kitchen. If Client or Client's staff have been warned related to having caused hazardous situations or causing an unenjoyable work environment for others or failure to follow Rules and procedures, Client's kitchen privileges may be suspended for any number of days or immediately terminated. In the event that these offenses are of a serious nature; Client will be required to leave the premises immediately and terminated. _____ **Initials**

3. **Cleaning.** Each person is expected to keep his or her workstation and common areas clean. This includes cleaning and sanitizing Client's workstation and any other equipment Client has used and emptying the garbage. Depending upon the nature of Client's usage that day, cleaning may also include sweeping and mopping the floor. Client agrees to use the Clean-up Check-list so the areas the Client used are ready for use by the next person. _____ **Initials**

4. **Children.** Children are not allowed in the kitchen. _____ **Initials**

5. **Insurance.** Obtain and provide a certificate of insurance as proof of Client's insurance coverage of \$100,000 Fire Legal Liability or Damage to Rented Premises and General Liability Each Occurrence of \$1,000,000 naming Jax Kitchen as "additional Insured."

6. **Indemnity.** Client shall defend, indemnify and hold Jax Kitchen (for purposes of this Indemnity, the term Lessor includes all principles, directors, officers, employees, agents, representatives, servants, assigns, successors, insurers and subsidiaries of Jax Kitchen) harmless from any liability, loss, claim, action, damage, cost and expense (including, without limitation, reasonable attorneys' fees and court costs) for **any** person including Client, Client's guests, employee's, sub-contractors, invitees, users and any other people related to the Client's use of Jax Kitchen or injury/damage caused by Jax Kitchen arising out of arising out of (i) breach, or any allegation of a breach, by Client or Jax Kitchen pursuant to this Agreement (ii) fault or negligence, or any allegation of fault or negligence, of Client or Jax Kitchen, its employees or agents, (iii) Client's access to or use of the Facilities, (iv) damage to any property or injuries, sickness or death of any person caused by, or alleged to be caused by, any work or operations performed by Client or Jax Kitchen or any other entity under or by reason of this Agreement or which damage, injury, sickness or death occurs on, in or about, or is claimed to have occurred on, in or about the Site, or relate to, or is claimed to relate to, access to or use of the Facilities. The provisions of this Section shall survive termination of this Agreement for any reason. Client agrees that Jax Kitchen is not liable for any accident or injury Client, Client's guests, employee's, sub-contractors, invitees, users and any other people related to the Client's use of Jax Kitchen or any other accident that may occur on the premises of 1850 Emerson St, Jacksonville, Florida 32207. Client should have Workers Compensation Insurance to protect Client and Client's employees in the event on an incident. Client further agrees that Jax Kitchen is not liable for equipment failure or for acts of nature such as but not limited to flood, storm damage and/or power failure. Jax Kitchen will attempt to keep the equipment in working order but equipment failures do occur. _____ **Initials**

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7. **Acceptance.** Client hereby acknowledges that Client has been offered the opportunity to independently examine and evaluate the Facilities and shall continue to do so throughout the term of this Agreement. Client further acknowledges that Jax Kitchen has made no attempt to make the Facilities useful or fit for any purpose for any particular Client, or for uses other than those intended by Jax Kitchen. THEREFORE, CLIENT ACCEPTS THE FACILITIES "AS IS" AND Jax Kitchen MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE FACILITIES, OR RESULTS TO BE DERIVED FROM THE USE OF THE FACILITIES BY CLIENT OR OTHERS. The provisions of this Section shall survive termination of this Agreement for any reason. _____ **Initials**

8. **Theft.** Jax Kitchen is not responsible for theft or damage of any private property or supplies. The facility is a shared environment and Client must secure Client's items. Anyone who uses the common areas to store their food provisions must use a sealed or covered storage container with a lid and clearly marked with Client or Client's company name. _____ **Initials**

9. **Borrowing.** "Borrowing" supplies, equipment or provisions from another commissary user without their direct (in person) permission is deemed "theft" and the perpetrator's kitchen privileges will be terminated. _____ **Initials**

10. **Property.** Client may use all of the equipment and implements that belong to Jax Kitchen. However, NONE of the property of the Jax Kitchen may be taken out of the facility. _____ **Initials**

11. **Professionalism.** Professionalism is an expectation. _____ **Initials**

12. **Production Responsibilities.** Client assumes all production risks in connection with Jax Kitchen's kitchen and equipment including, but not limited to, any failure of equipment during Client's use of such kitchen(s) and equipment. Under no circumstances shall Jax Kitchen be liable to the Client for any failure to meet volume production, expected quality and/or any other failure of the production process including but not limited to the failure of any particular piece of equipment or machinery. _____ **Initials**

13. **Rental Fees.** Non-payment of the minimum monthly contract fee or assessed fees will terminate Client's access codes and key fob to be disabled and result in termination. *BY SIGNING THIS RENTAL AGREEMENT THE TENANT AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY CHAPTER 83 FLORIDA STATUTES, THE LANDLORD SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE TENANT'S PERSONAL PROPERTY* _____ **Initials**

14. **Monthly Rental Hour Rates change.** Rental Hour Rates and other fees are subject to change monthly and ***This Agreement may be changed at any time, and you are operating subject to the changes. The current version of this Agreement is always available on Jax-Kitchen.com Pricing/Agreements tab.*** By signing this agreement, you are not guaranteed these rates beyond the month that you have already paid for.

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_____ **Initial**

15. **Additional Fees.** As a Client of Jax Kitchen, I am responsible for all fees related to my use and my staff's use of Jax Kitchen. The Client will be billed as described herein for any charges relating to kitchen rental and/or any other services, cleaning fees and equipment repair fees provided by Jax Kitchen. My signature verifies that I have read, understand and acknowledge this Client Agreement which explains the Client requirements and responsibilities. _____ **Initials**

16. **Collection Fees.** In the event that Jax Kitchen has to take action for unpaid balances of fees, the account will be turned over to a collection agency or an attorney, all collection fees and court costs that are incurred to collect your account are the Client's responsibility. NSF or return check fee is \$35. _____ **Initials**

17. **License to use.** So long as Client has complied with all of the terms and conditions of this Agreement, and for so long as Client shall continue to so comply, Jax Kitchen grants to Client the nonexclusive right and license to use the kitchen facilities described in the We Provide section, for the uses, during the times, and in consideration of the rental payments and other promises made herein. _____ **Initials**

18. **Remain on Site.** Client or Client's staff must remain on-site the entire time any equipment is turned on. This requirement includes but not limited to the use of ovens or any other heating device. _____ **Initials**

19. **No Insurance.** Jax Kitchen is not an insurance provider and has procured no insurance for you, your product, supplies, equipment, etc. or ability to produce.

20. **Termination of Use.** A 30-day notice is required and your agreement will end on the last day of your next Contract Date. Please notify Jax Kitchen before the current monthly contract invoice is paid, as you will have started a new month's contract. All paid fees are NOT REFUNDABLE. We will use your last month's minimum hours (you paid your final month when you started) to cover the last month's minimum contract fee.

IN WITNESS WHEREOF, the parties to this Agreement have duly executed it on the date set forth below.

CLIENT

Jax Kitchen, LLC

Company name : _____

Signed by: _____

Name: _____

Position: _____

Date: _____

Signed: _____

Name: _____

Position: _____

Date: _____