



**Operating Agreement**  
**HOUR CUCINA, LLC**

- 1. Services to be provided.** HOUR CUCINA, LLC, an inspected and fully licensed Commercial Food Establishment in the City of Boynton Beach, located at 411 S. Federal Highway, Boynton Beach, FL 33435, agrees to provide the Client access to and use of the kitchen facilities at HOUR CUCINA, LLC including use for the production of Client's products. Facility and services provided shall include, but not be limited to: use of stoves, ovens, sinks, refrigerators, freezers, counters and storage areas.
- 2. Operating, Term and Pricings.** Each kitchen within HOUR CUCINA, LLC shall be reserved exclusively for the Client's use during the times booked and paid for in advance by the Client and agreed to by HOUR CUCINA, LLC. This Operating Agreement will remain in effective for as long as Client continues to book time with HOUR CUCINA, LLC and until any updated Agreement is executed. Upon request by HOUR CUCINA, LLC, all Clients will be required to execute updated Operating Agreements as they become available. The Client will be charged according to the prices agreed upon by HOUR CUCINA, LLC and the Client. It is agreed that rental period will include client plus one (1) additional food service certified assistant. Any person(s) beyond the client and one assistant will be charged in accordance with rate schedule.
- 3. Age Limit.** Client will adhere to the Florida Child Labor Law. No one under the age of 14 years will be allowed to work in the kitchens. In addition, for security reasons, no one under the age of 12 will be allowed to enter the premises without prior approval by HOUR CUCINA, LLC.
- 4. Production Responsibilities.** Client assumes all production risk in connection with HOUR CUCINA, LLC's kitchens 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 HOUR CUCINA, LLC 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. HOUR CUCINA, LLC assumes no responsibility for the supply of any other production requirements other than the use of the facility and equipment previously set forth including, but not limited to, ingredients, packaging, processing, kitchen wares and recipes.

5. **Product Profits.** Any and all profits derived from the production of Client's products or services at HOUR CUCINA, LLC, whether at retail, wholesale or otherwise, shall be the sole and exclusive property of the Client unless provided for in a separate agreement.
6. **Tax Liability.** The Client shall be responsible for any and all State, Federal, City and/or local government authority for any taxes that may be due as a result of the production and/or sale of any of the Client's products or services at HOUR CUCINA, LLC.
7. **Other Business Interests.** This agreement shall not be construed as a partnership, joint venture, or otherwise and unless otherwise agreed in writing, signed by both parties, HOUR CUCINA, LLC has no right, title or interest in and to the business or the client of the Client. No employees or contractor of the Client shall be considered an employee or contractor of HOUR CUCINA, LLC.
8. **Security.** HOUR CUCINA, LLC assumes no responsibility for the security of any equipment, ingredients or supplies provided by the Client for their use at HOUR CUCINA, LLC. Any additional security of storage arrangements shall be Client's sole responsibility.
9. **Liability of Client.** HOUR CUCINA, LLC shall not be liable for any damage to either person or property sustained by the Client or any third party arising in any way out of the Client's use, operation, occupancy of kitchen premises, or sale or distribution of any product manufactured on the premises of HOUR CUCINA, LLC. The Client covenants and agrees to indemnify, defend and hold harmless HOUR CUCINA, LLC and its employees from any and all claims, costs and liabilities arising from or in connection with damages or injuries to persons (including death) on property in, upon, or about the HOUR CUCINA, LLC premises, any portions thereof, or resulting from the sale, distribution, consumption and other use of any service provided or product manufactured at HOUR CUCINA, LLC for or by the Client.
10. **Damages** to HOUR CUCINA, LLC Property. Client will maintain a minimum of \$1,000,000 commercial general liability insurance with **HOUR CUCINA, LLC** listed as an additional Insured with a waiver of subrogation. Clients will provide a

certificate of insurance to HOUR CUCINA, LLC management prior to entering into this Agreement. Additionally HOUR CUCINA, LLC will hold a deposit of \$250.00 paid by the Client. The deposit is fully refundable if, after 30 days of non---kitchen use, it is determined that the Client owes no money to HOUR CUCINA, LLC for rentals and/or equipment repair. Client will maintain a deposit of \$250 with HOUR CUCINA, LLC for as long as this Operating Agreement remains in effect. If Client damages the equipment or any part of the premises, the repair amount will be deducted from the deposit. Client will be responsible for all damages to HOUR CUCINA, LLC's premises and/or equipment and, should repair of damages be more than \$250.00, Client agrees to pay for such damages caused by Client or the Client's action or negligence or the action or negligence of Client's representative, upon demand from HOUR CUCINA, LLC. In the event that Client damages equipment or premises beyond repair, or destroys any equipment belonging to HOUR CUCINA, LLC, Client agrees to pay full replacement value for such damaged or destroyed equipment. Any deviation from this requirement must be approved in writing by HOUR CUCINA, LLC.

11. **Food and Equipment Safety and Sanitation.** The Client is responsible for obtaining and providing all valid permits, licenses and other similar items to be able to operate their food business in compliance with all local, state and federal rules and regulations.
12. **Cleaning Supplies.** HOUR CUCINA, LLC will provide cleaning supplies and equipment to use for the mandatory cleaning of the kitchens' equipment and floors.
13. **Signs and Advertising.** No signs or other advertising matter shall be attached or painted on the premises without prior approval of HOUR CUCINA, LLC.
14. **Credit Card Authorization.** The Client authorizes HOUR CUCINA, LLC to make any charges relating to kitchen rental and/or any other services offered by HOUR CUCINA, LLC to the Client's credit card and, if necessary, initiate adjustments for any transactions credited/debited in error. This authorization will remain in effect until HOUR CUCINA, LLC is notified by Client in writing that they cancel their authorization in such time as to afford HOUR CUCINA, LLC and the merchant account provider a reasonable opportunity to act on it.
15. **Video Surveillance.** Client acknowledges that the premises of HOUR CUCINA, LLC will be under surveillance at all times.

16. **Address.** Client may not use the address of the premises as their mailing address without prior approval of HOUR CUCINA, LLC.
17. **Default.** Client shall abide by the terms of this Operating Agreement and the Policy Guide, copies of which have been provided to the Client and the terms of which are incorporated herein by reference.
18. **Assignment.** This Operating Agreement is solely between HOUR CUCINA, LLC and the Client. The Client shall not transfer privileges, services or use of HOUR CUCINA, LLC.
19. **Termination by Hour Cucina, LLC.** Notwithstanding any provision in this Operating Agreement, HOUR CUCINA, LLC may, in its sole and absolute discretion, terminate this Agreement without further liability by delivering prior written notice to Client.
20. Termination by Client Inasmuch as there is no formal lease agreement between Hour Cucina, LLC and Client, in accordance with standard good business practice, notice of intent to leave the kitchen should be provided in writing, via email, with at least 14 days prior notice. Should the client vacate premises without notice, there will be no refund of security deposit. In addition, the licensing agency for the client will be notified immediately of the termination of agreement.
21. **Non-Binding Until Fully Executed.** This Operating Agreement is for discussion purposes only and does not constitute a formal offer by either party. This Operating Agreement is not and will not be binding on either party until and unless it is fully executed by both parties.
22. **Client.** For the purposes of the Operating Agreement, "Client" shall include the individual or legal entity (including but not limited to sole proprietorship, partnership, Limited Liability Corporation, corporation) that executes this Agreement, as well as any employees, contractors or representatives of the Client.
23. **Pricing.** See attached.
24. **Policy Guide.** See attached.

SIGNATURE PAGE FOLLOWS

TO EVIDENCE THEIR AGREEMENT, these parties have subscribed their names to be effective the date this Agreement is fully executed.

CLIENT	HOUR CUCINA, LLC
Company name:	
Representative Signature:	Representative
Print name:	Print name
Mailing address:	Mailing address 411 S. Federal Highway Boynton Beach, FL 33435
E-mail address:	E-mail address: <a href="mailto:susan@hourcucina.com">susan@hourcucina.com</a>
Date:	Date: