

TANGA LLC, dba The Kitchen Space – Operating Agreement

1. **Services to be provided.** TKS, an inspected and fully licensed Retail Food Establishment in the City of Austin agrees to provide the Customer access to and use of the kitchen facilities at TKS including use for the production of Customer's products. Facility and services provided shall include, but not be limited to: use of stoves, sinks, refrigerators, freezers, counters and storage areas.
2. **Operating, Term and Pricings.** Each kitchen within TKS shall be reserved exclusively for the Customer's use during the times booked by the Customer and agreed to by TKS. This Operating Agreement will remain effective for as long as Customer continues to book time with TKS. The Customer will be charged in according with the prices show on the TKS website, www.thekitchenspace.com, or according to the prices agreed upon by TKS and the Customer.
3. **Production Responsibilities.** Customer assumers all production risk in connection with TKS's kitchens(s) and equipment including, but not limited to, any failure of equipment during Customers use of such kitchen(s) and equipment. Under no circumstances shall TKS be liable to the Customer 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. TKS assumes no responsibility for the supply of any other production requirements other than the user of the facility and equipment previously set forth, including but not limited to ingredients, packaging, process and recipes.
4. **Product Profits.** Any and all profits derived from the production of Customer's products or services at TKS, whether at retail, wholesale or otherwise, shall be the sole and exclusive property of the Customer unless provided for in a separate agreement.
5. **Tax liability.** The customer shall be responsible for any and all State, Federal, City and/or local government authority for any taxes that may be dues as a result of the production and/or sale of any of the Customer's products or services at TKS.
6. **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, TKS has not right, title or interest in and to the business or the Customer of the Customer. No employees or contractors of the Customer shall be considered and employee or contract of TKS.
7. **Security.** TKS assumes no responsibility for the security of any equipment or supplies provided by the Customer for use at TKS. Any additional security of storage arrangements shall be Customer's sole responsibility.

Customer Initials_____

TKS Initials_____

8. **Liability of Customer.** TKS shall not be liable for any damage to either person or property sustained by Customer or any third party arising in any way out of the Customer's user, operation, occupancy of kitchen premises, or sale or distribution of any product manufactured on TKS premises. The Customer covenants and agrees to indemnify, defend and hold harmless TKS and its employees from any and all claims, costs and liabilities arising from or in connection with: damages or injuries to persons (including death) or property in, upon, or about the TKS premises, any portions thereof, or resulting from the sale, distribution, consumption and other use of any service provided or product manufactured at TKS for or by the Customer.
9. **Damages to TKS Property.** Customer will be responsible for all damages to TKS's premises and/or equipment and will pay for such damages caused by Customer or the Customer's action, upon demand from TKS. In the event that Customer damages beyond repair, or destroys any of TKS's equipment, Customer agrees to pay full replacement value for such damaged or destroyed equipment. Customer will maintain a minimum of \$1,000,000 commercial general liability insurance with TKS listed as an additional insured. Customers will provide proof of insurance to TKS management prior to entering into this agreement. Any deviation from this requirement must be approved in writing by TKS.
10. **Food and Equipment Safety and Sanitation.** The Customer 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.
11. **Credit Card Authorization.** The Customer authorizes TKS to make any charges relating to kitchen rental and/or any other services offered by TKS, to the Customer's credit card and, if necessary, initiate adjustments for any transactions credited/debited in error. This authority will remain in effect until TKS is notified by Customer in writing to cancel it in such time as to afford TKS and Merchant Account provider a reasonable opportunity to act on it.
12. **Signs and Advertising.** No signs or other advertising matter shall be attached or painted on TKS premises without prior approval of TKS management.
13. **Default.** Customer shall abide by the terms of this Agreement and TKS's Policy Handbook, copy of which has been provided to the Customer and terms of which are incorporated herein by reference. A violation, breach or failure to keep or perform any conditions of this Agreement or TKS's Policy Handbook shall not continue more than three (3) days after the situation is specified in written notice to the Customer from a TKS representative. As time is of the essence, the Customer will have three (3) days after written notice from the TKS representative to remedy any situation that is brought to the attention of the Customers. If more than three (3) days pass without any correct active taken by the Customer, the TKS representative may declare the Customer's rights

Customer Initials_____

TKS Initials_____

terminated with no further notice. Furthermore, TKS may repossess and remove Customer's property. The Customer will be charged any reasonable storage costs.

- 14. **Assignment.** This Agreement is solely between TKS and the Customer. The Customer shall not transfer privileges, services or use of TKS.
- 15. **Termination.** Notwithstanding any provision in this agreement, TKS may, in TKS's sole and absolute discretion, terminate this Agreement without further liability by delivering prior written notice for Customer.
- 16. **Non-Binding Until Fully Executed.** This Agreement is for discussion purposes only and does not constitute a formal offer by either party. This Agreement is not and will not be binding on either party until and unless it is fully executed by both parties.
- 17. **Customer.** For the purposes of this agreement, "Customer" 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 or contractors of the Customer.
- 18. **Video Surveillance.** Customer acknowledges that TKS's premises will be under video surveillance at all times.

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

CUSTOMER	TANGA dba The Kitchen Space
Company name	Company name
Signed	Signed
Name	Name
Address	Address
Date	Date

Customer Initials_____

TKS Initials_____