

Distinguished Foods Kitchen Rental New Tenant Packet

Distinguished Foods Kitchen Rental

4611 36th Ave. SW

Seattle, WA 98126

206-935-0432

DistinguishedFoodsKitchenRental.Com

This packet can be found online at:

www.distinguishedfoodskitchenrental.com/new-tenant-info-packet

Distinguished Foods Kitchen Rental Application 2024

Tenant Information:

Today's Date: ____/____/____

Name of Company: _____

Mail Address: _____

Shipping Address: _____

Phone #: _____

Email: _____

Website: _____

Owner/Contact Person: _____

Secondary Address: _____

Driver License ID#: _____

Tenant Rentals:

- Full Time With key access, come & go as you please, use all equipment, and storage: _____
- Part Time No key, access during business hours only, equipment restrictions, and no storage: _____
- Hourly No key, access during business hours only, equipment restrictions, pay by the hour, no storage: _____

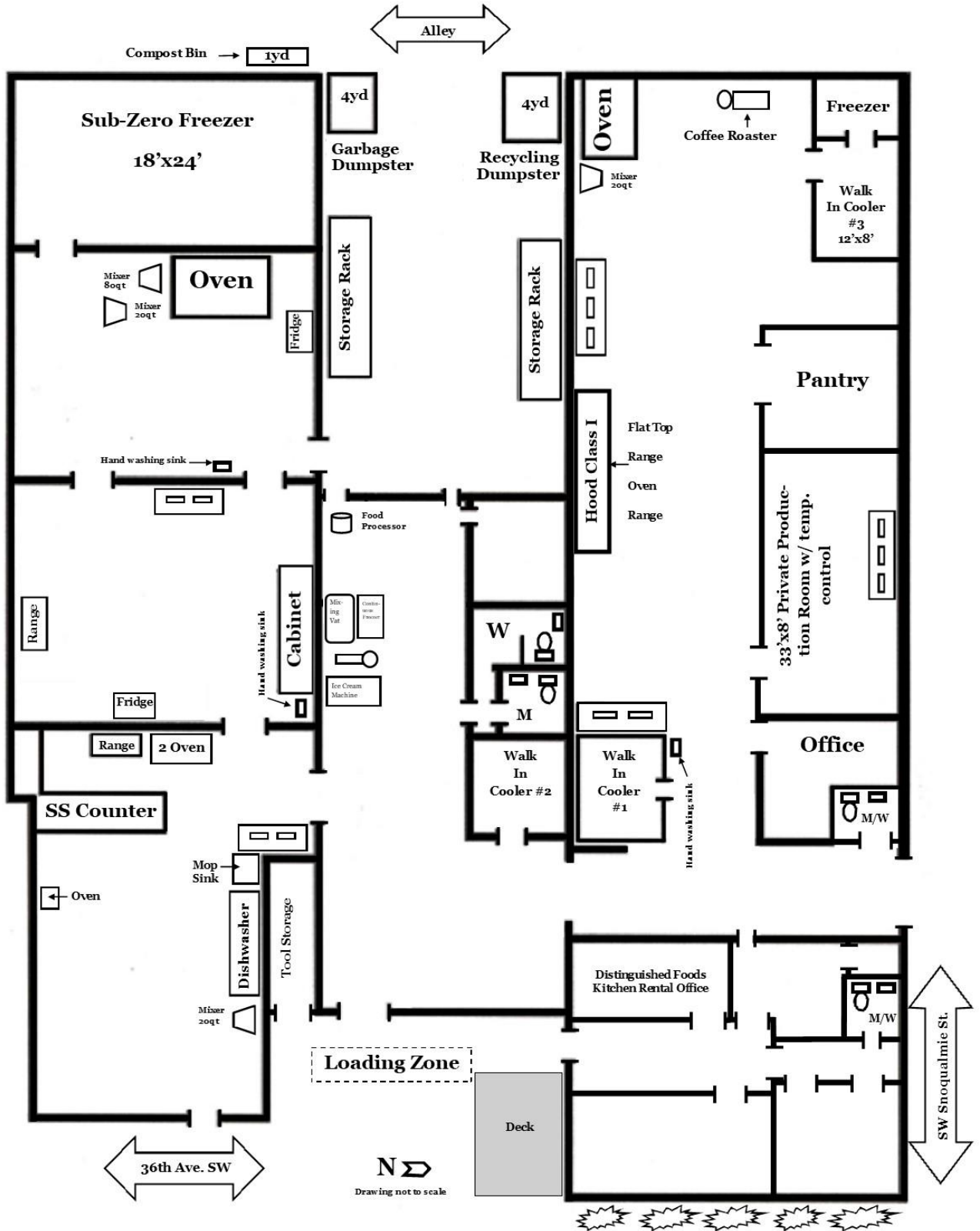
What we need from you before you move in:

- Business License
- Health Permit (either **King County** or **Washington State Dept. of Agriculture**)
- Liability Insurance (\$1,000,000 minimum)
- Copy of Driver License

Business Reference: _____

Personal Reference: _____

Name address & phone number from previous employer and landlord:



Distinguished Foods Kitchen Rental

Rent our Commercial/Commissary Kitchen Space and reduce your production expenses!!!

- ❖ Rent space now at Distinguished Foods Kitchen Rental Commercial Kitchen in West Seattle. We are located just three blocks off of the West Seattle Bridge in an easily accessible location with street and off-street parking.
- ❖ Recommended by the Washington State Department of Agriculture and the Public Health Departments of Seattle and King County.
- ❖ Commissary Kitchen where foods are processed from raw to ready-to-eat for retail or wholesale.

We have three levels of Tenant Rental to choose from:

1. Full Time = With key access, come & go as you please, use all equipment, and storage
2. Part Time = No key, access during business hours only, equipment restrictions, and no storage
3. Hourly = No key, access during business hours only, equipment restrictions, pay by the hour, no storage

On Site Equipment:

Walk-in Freezer (2)
Walk-in Coolers (3)
Double door refrigerator
80 qt mixer
20 qt mixers (2)
Hobart Food Processor
Commercial dishwasher
Imperial range stove top and Oven (2)
Imperial stand-alone convection oven
Baxter Advantage II walk-in oven w/ rotating rack
Blodgett Double-decker convection oven
Double oven w/ Stove top (2)
Baxter Revolving Tray oven
Hand washing stations (3)
Three compartment sink (2)
Two compartment sink (3)
Various sizes stainless steel prep tables (8)
Various sized storage shelving

The rental fees for part time and full time depend on a few variables. What you plan on producing, what equipment you will use, what equipment you bring in, how many employees you have, how much freezer/cooler space you will use, and a few other things. I will give you the ballpark figures, utilities are included;

We have three levels of Tenant Rental to choose from:

- Full Time = Key, come & go as you please, use all equipment, and on-site storage Full Time= \$3,750-\$8,000 per month
- Part Time = No key, access during business hours only (8am-4pm), equipment restrictions Part Time= \$2,000-\$3,500 per month
- Hourly = Access during business hours (8am-4pm), employee restrictions, equipment restrictions, 4hr min. Hourly= \$50 per/person

Once again these are just the ranges, if you would like to fill out the Distinguished Foods Kitchen Rental Application and tell us the specifics of your business, we can give you a more accurate price. Please feel free to contact me for more information.

Resources:

Food Truck/Trailer Storage Only: Bridge Outside Storage ask for Tony 206-204-2222

Food Truck/Trailer Builder: See our friends at NorthwestMobileKitchens.com they are local builders of Food Truck/Trailers. 503-704-2450

Business Banking: BECU ask for Andrew Blanco Andrew.blanco@becu.org 206-439-5700

Business Insurance:

1. Angie Douglas at Douglas Insurance.com 206-324-7400 douglasinsurance@comcast.net
2. Food Liability Insurance Program (FLIProgram.com)
3. InsureMyFoodTruck.com
4. <https://st8wide.com/>

Contacts for Health Permits:

Washington State Department of Agriculture

Contact: Lauren Crowder

564-669-0225

Lauren.Crowder@agr.wa.gov

King County Public Health

Contact: Dominique H. Gilley, Health & Environmental Investigator II

206-477-8181

Dominique.gilley@kingcounty.gov

**DISTINGUISHED FOODS LLC
KITCHEN FACILITIES USE AGREEMENT**

The parties to this Facilities Use Agreement (the “Agreement”) are Distinguished Foods LLC, a Washington limited liability company, (“Distinguished Foods”), and _____ (“User”). This Agreement is effective as of: _____ (“Effective Date”).

RECITALS

- A. Distinguished Foods is a commercial kitchen which makes available to small businesses shared use of high-quality commercial kitchen facilities located at 4611 36th Ave SW, Seattle WA 98126, including ovens, kitchen equipment, and individual storage areas (the “Facilities”).
- B. User is a small business involved with the preparation and processing of food. Distinguished Foods wishes to grant to User, and User wishes to obtain from Distinguished Foods, the right to use the Facilities on a shared, nonexclusive basis for the purpose of allowing User to prepare or process food in connection with its business, all subject to the terms and conditions of this Agreement.

AGREEMENT

1. Term: User may use the facilities beginning on [date, time]. This Agreement is a month-to-month agreement which may be terminated by either party without penalty by providing the other party with 30 days advance written notice of termination.
2. Right to Use Facilities. Distinguished Foods hereby grants to User, and User hereby accepts from Distinguished Foods the right to use the portion of the facilities as agreed and specified at Exhibit A (attached to this Agreement and incorporated by this reference,) including, but not limited to, stoves, sinks, refrigerators, freezers, counters, individual storage areas and units, and such other facilities, equipment, and services as might be provided by Distinguished Foods to User on a non-exclusive, shared use basis with other client businesses of Distinguished Foods (“Other Users”), all subject to the terms and conditions set forth in this Agreement, for the purpose of preparing and processing food in compliance with applicable law and for no other purpose. All use by User of the Facilities shall in all ways conform to those terms and conditions.
3. Use of Facilities By Associated Personnel. As used in this Agreement, the term “Associated Personnel” shall mean any person or entity using the Facilities for or on behalf of User or coming onto the premises containing the facilities as a guest or invitee of User, including User’s employees, contractors, officers, directors, partners, attorneys, accountants, investors, stockholders, customers, vendors and agents. User shall take whatever action might be required to ensure that User and the Associated Personnel follow all of the terms and conditions of this Agreement and of applicable law, including, without limitation, all applicable local, State, and Federal laws and regulations relating to safe use of the Facilities, and all applicable rules and policies of Distinguished Foods relating to the shared use of the Facilities by Distinguished Foods’s client businesses, as described in Section 4 of this Agreement. User will not engage in any use of the Facilities, and will not permit any use of the Facilities by any Associated Personnel, in a manner that violates any municipal, county, State or Federal law or regulation.
4. User Rules and Responsibilities. User and its Associated Personnel shall fully comply with all

of the provisions set forth in the “User Rules” issued by Distinguished Foods to its client businesses, as amended from time to time, attached as Exhibit B to this Agreement and incorporated by this reference (“User Rules”). Distinguished Foods reserves the right to set a reasonable schedule of fines applicable to User (including the Associated Personnel) and the Other Users, to discourage repeated violations of the User Rules and encourage Users to adhere to the provisions of the User Rules. Distinguished Foods hereby reserves the right to amend the User Rules, (including, without limitation, the hours and rules of operation, accessibility requirements, identification and security procedures, and the provisions regarding the nature, scope, and price of support services offered by Distinguished Foods), at any time and for any reason that Distinguished Foods, in its sole discretion, might believe to be necessary or beneficial for the safe and orderly maintenance and operation of the Facilities. Except as expressly provided herein, in the event of a conflict between the provisions of the User Rules and those of this Agreement, this Agreement shall control as to provisions applying only to User (including the Associated Personnel), and the User Rules shall control as to all matters applying to User and the Other Users as a class.

5. Video surveillance. User acknowledges and understands that Distinguished Foods maintains video and audio surveillance inside and outside of the facilities in all areas of the facilities except the rest rooms to ensure compliance with this Agreement.

6. Interference With Use By Others. User and the Associated Personnel will follow all provisions of the User Rules. User and the Associated Personnel are prohibited from making any use of the Facilities that, in Distinguished Foods’s sole discretion, disrupts the orderly operation of the Facilities by Distinguished Foods and/or use of the Facilities by Other Users. Behavior deemed disruptive by Distinguished Foods in its sole discretion, may include, without limitation: arguing; discourteous behavior; fighting or menacing; theft; conversion; or unauthorized use of another’s property; the repeated use of profanities; use of the Facilities under the influence of illegal drugs or alcohol; any behavior in violation of one or more of the provisions of the User Rules; or any other behavior that might be disruptive of the orderly operation of the Facilities by Distinguished Foods or by or its client small businesses. User and the Associated Personnel shall diligently report to Distinguished Foods any violations of the User Rules and/or disruptive behavior by the Other Users, or any of them. Violation by User of any of the provisions of this Section 6, shall be a default under the provisions of Section 36 of this Agreement.

7. Inspections and Removal of Items. User hereby grants to Distinguished Foods, its authorized agents, and to all agencies of local, State or Federal government with jurisdiction over Distinguished Foods and its operations, the right, at any time and without notice to User except as might be required by applicable law, to inspect all of the property belonging to User and/or the Associated Personnel present or stored at the Facilities, including any equipment, utensils, products, and supplies. User will provide Distinguished Foods with a spare key to any locks used by User and/or the Associated Personnel to secure any storage area. User will fully cooperate with the conduct of such inspections. User hereby authorizes Distinguished Foods to take such actions as might be necessary, in its sole discretion, to correct any unsatisfactory conditions discovered by such inspections and to remove and dispose of, at User’s sole cost and expense, any items of User posing a risk to the health and safety of the users of, or visitors to, the Facilities. User hereby waives any right to seek reimbursement for the value of any items of User so removed and/or disposed of by Distinguished Foods. Failure by User to comply with the provisions of this Section 7, above, shall be a default under the provision of Section 36 of this Agreement.

8. Food Equipment Safety and Sanitation. Each person comprising User, and all persons comprising the Associated Personnel who shall be making use of the Facilities for or on behalf of User, will be required to obtain a Washington State Food Worker Card as required by law. User will at all times maintain proper food handling and safe use of the equipment comprising the Facilities in compliance with applicable provisions of the User Rules, this Agreement, and applicable law. Failure by User to comply with the provisions of this Section 8 shall be a default under the provisions of Section 36 of this Agreement.

9. Permits and Licenses. User, so long as User and/or the Associated Personnel continue to use the Facilities, will maintain in good standing (and provide to Distinguished Foods a copy of) all permits, licenses, and other regulatory permissions that might be required for the conduct of User's food preparation and/or processing business and of User's lawful use of the Facilities, including, without limitation:

- 8.1 a valid state business license;
- 8.2 a valid City of Seattle business license;
- 8.3 insurance certificate with Distinguished Foods LLC listed as an insured
- 8.4 mandatory workers compensation coverage for each employee;
- 8.5 Washington State Food Worker Card for each employee; and
- 8.6 a current health permit from either King County Public Health or the Washington State Department of Agriculture.

10. Indemnification. User, to the fullest extent provided by law, will indemnify Distinguished Foods for, and hold it harmless against, any damages suffered by Distinguished Foods as a result of User's failure to comply with the provisions of this Agreement.

11. Fees. In consideration of the right to use the Facilities in accordance with the provisions of this Agreement, User agrees to pay Distinguished Foods the fees set forth at Exhibit A, attached to this Agreement and incorporated by this reference. Fees include all utilities and taxes.

12. Security Deposit. User is required to pay, at time of User's execution of this Agreement, a refundable security deposit equal to the first and last month's Base Rent as set forth at Exhibit A.

13. Damage Deposit. In addition, User is required to pay, at time of User's execution of this Agreement, a damage deposit in the amount set forth at Exhibit A to cover damages that might result from User's use of the Facilities.

14. Cleaning Fees. In the event that Distinguished Foods, in its sole discretion, determines that User's working area requires cleaning as a result of User's use of the Facilities, Distinguished Foods will charge User an hourly cleaning fee according to Exhibit A.

15. Overtime fees. In the event User requests and is granted additional time to complete its food preparation and/or processing activities beyond those times and days set forth at Exhibit A, Distinguished Foods will charge User overtime at the rate set forth in Exhibit A. In the event Distinguished Foods is unable to reasonably accommodate User's request for such additional time to use the Facilities, User shall immediately stop working upon the expiration of its scheduled time for

such use. In the event that User fails to stop work immediately and continues to use the Facilities beyond its scheduled time pursuant to the provisions of this Agreement and Exhibit A without permission, the overtime rate will be 150% of the overtime rate set forth in Exhibit A.

16. Excess Storage Fees: In the event User requires more storage space than User is entitled to according to Exhibit A, User may request additional storage be added to the Agreement via a written addendum to this Agreement. In the event that User uses more space than set forth at Exhibit A without advance permission, or in the event that User stores anything outside of the agreed storage areas, Distinguished Foods will charge User a *daily* Excess Storage fees according to Exhibit A.

17. Billing and Payment.

17.1. Base Rent. User shall pay the Base Rent, described in Exhibit A of this Agreement, *prior* to the first day of each month. It is User's responsibility to ensure that User's Base Rent payment is received by Distinguished Foods no later than the first day of each month, regardless of weekends or holidays. Payment may be made via QuickBooks or by other arrangement with Distinguished Foods, with a 4% transaction fee applied to payments via credit card. Distinguished Foods will apply a late fee of \$50 to any Base Rent payments that are received by Distinguished Foods later than the first day of any month, with such late fee increasing to \$100 if any Base Rent payment is received by Distinguished Foods after the tenth day of any month, and increasing to \$100 *per day* for every day a Base Rent payment is late after the fifteenth day of any month. Payments that fail to process will incur bank fees, an administrative fee of fifty dollars (\$50), and one and one-half percent (1.5%) monthly interest on the outstanding balance. *Distinguished Foods reserves the right to restrict User's access to the Facilities until any past due Base Rent payments have been received from User.*

17.2. Excess Charges. Distinguished Foods will invoice User for any extra charges due to User's overtime use, excess storage use, or excess cleaning required, and payment will be due within five (5) business days of the date of the invoice. Any dispute or claim regarding an invoice must be raised in writing within five (5) days of the date of the invoice or the dispute is waived.

17.3. Distinguished Foods will have the right to increase any of the fees described in Exhibit A by providing thirty days' notice to User. The amount of such increase shall be within Distinguished Foods's sole discretion.

18. Use of Security Deposit. Distinguished Foods will have the right to apply all or a portion of the Security Deposit as might be required to satisfy any balance or fee described in Exhibit A that remains outstanding and unpaid for more than fifteen (15) days from the date payment was due. User will restore any funds so applied immediately upon demand by Distinguished Foods. Distinguished Foods may increase the amount of the Security Deposit required to be maintained by User if, in the sole discretion of Distinguished Foods, such an increase is required in order to adequately protect Distinguished Foods and/or ensure the future good faith of User in discharging its obligations under this Agreement. User expressly agrees that any of User's property stored at the Facility may be held as security, in addition to the Security Deposit, for any unpaid balances that may accrue under the provisions of this Agreement, and may, at the sole discretion of Distinguished Foods, be retained by Distinguished Foods, with the reasonable value thereof as determined by Distinguished Foods applied against any such balances unpaid for more than thirty (30) days from the date payment was due.

19. Disclosure of Financial Condition. User will, upon request by Distinguished Foods, make available customary evidence of financial condition, such as financial statements, bank records, and trade references, and will either furnish upon request, or authorize Distinguished Foods to obtain, User's credit report from standard credit reporting agencies. User will provide Distinguished Foods with such quarterly financial statements of User as Distinguished Foods may request, including, without limitation, a balance sheet and a statement of profit and loss.

20. Condition of Equipment and Facilities; Damage. The Facilities have been inspected and are accepted by User AS-IS in their present condition.

20.1. User agrees to keep the Facilities neat, clean, and in a sanitary condition, and keep and use the Facilities in accordance with all applicable laws, ordinances, rules, health codes, regulations, and requirements of governmental authorities.

20.2. User is responsible for any and all damages to the facility and equipment caused by User or User's Associated Personnel.

20.3. **User acknowledges and understands that grease and all other food waste is ALWAYS to be disposed of in the compost/food waste bins and NEVER put down any of the drains. If excess grease is noted in the drains, User will be held responsible for expenses associated with clean up and/or clearing of drain.**

20.4. Primary North Kitchen User only: Primary North Kitchen User is responsible for providing all appropriate cleaning supplies garbage bags, paper products, and soaps for hand washing and other uses.

20.5. Accidents/negligence is not an excuse for damaging equipment and User will be held responsible for any damage to equipment, the Facilities, or Other Users' property. Although Distinguished Foods will provide to User, on User's request, instructions or operation manuals for all kitchen equipment that will be used by User, User is ultimately responsible for understanding and knowing how to use all kitchen equipment. Not knowing how to use equipment is not an excuse for misusing or damaging equipment and User will be held responsible for the cost of equipment repair or replacement in Distinguished Foods' sole discretion.

20.6. *Distinguished Foods is not responsible for lost or damaged goods/products due to equipment failure or malfunction, regardless of the cause of the failure or malfunction.*

20.7. User is responsible for the cost of repairing or replacing, in Distinguished Foods sole discretion, anything, including equipment, personal property, or the building itself, damaged by User or User's Associated Personnel.

21. Alterations. No alterations may be made to the Facilities without prior written consent of Distinguished Foods. If alterations are approved, User agrees in the performance of such alterations to comply with all laws, ordinances, rules and regulations of any proper public authority, and to hold Distinguished Foods harmless from damage, loss or expense. Upon termination of this Agreement and at Distinguished Foods's request, or approval, User shall remove such improvements and restore the premises to the original condition not later than the termination date, and at User's sole cost and expense. Any alterations not so removed will be removed at User's expense and User will pay for any

damage or cost incurred caused by such removal.

22. No Misrepresentations. User will not: (a) make any false or misleading statement or representation regarding whether any product of User has been produced or manufactured at the Facility; (b) make any use of the trademarks or service marks, trade names, service names, copyrights and/or other intellectual property belonging to Distinguished Foods, including the names *Distinguished Foods* and *Seattle Sorbet*, without first having obtained the written consent of Distinguished Foods.

23. Availability of Facilities. User will be entitled to use the Facilities on the days and times set forth at Exhibit A. Distinguished Foods shall make its reasonable best efforts to provide access for User's use of the facilities at such times, however, Distinguished Foods will retain the right, in its sole discretion, to determine that all or a part of the Facilities should be closed for cleaning, repairs, to make alterations of the Facilities, for necessary inspections, for public safety reasons, or for any other reason deemed by Distinguished Foods to require the temporary closing of all or a part of the Facilities. In the event Distinguished Foods closes the Facilities at a time User is entitled to use the Facilities according to Exhibit A, User will comply with any such closing and will have no recourse of any kind against Distinguished Foods for any claims, damages, or losses caused by the Facilities being closed. Distinguished Foods shall make a reasonable effort to accommodate User by making the Facilities available for use according to Exhibit A after the Facilities have been reopened for use. Notwithstanding any other provision of this Agreement, Distinguished Foods reserves the sole right to determine the availability and suitability for use of the Facilities.

24. Exclusion. Upon request by Distinguished Foods for any reason within Distinguished Foods's discretion, User shall immediately discontinue all use of the Facilities and shall have all of its personnel (including any Associated Personnel) vacate the Facilities until such time as Distinguished Foods indicates that User may resume its use thereof. User acknowledges and understands that Distinguished Foods may make a request to discontinue its use of the Facilities for any reason or no reason, including without limitation, in the interests of health and safety, or to avoid disruptions to the orderly operations of the Facilities.

25. Signs and Advertising. No signs, advertising, posters, solicitations, help wanted or personal ads, or other display materials of any sort may be attached to any portion of Facilities or of the building containing and comprising the Facilities, without the prior approval of Distinguished Foods.

26. Parking. User acknowledges and understands that there is no assigned parking on the premises. Use of Loading Zone in front of building is limited to loading and unloading of vehicles during the period of loading/unloading use only. All parking for Users and User's Associated personnel is on-street parking subject to availability.

27. Liens and Insolvency. User will keep the Facilities free from any liens arising out of any work performed for, materials furnished to, or obligations incurred by User and shall hold Distinguished Foods harmless against the same. In the event User becomes insolvent, bankrupt, or if a receiver, assignee or other liquidation officer is appointed for the business of User, Distinguished Foods may cancel this Agreement immediately with no advance notice.

28. Facilities Provided "As Is". The Facilities, including all portions thereof and all equipment

provided for User's use, are provided "As Is." Distinguished Foods makes no representations, warranties, or guarantees, express or implied, including, without limitation, the warranty of merchantability and the warranty of fitness for a particular purpose, relating to the Facilities or to User's use thereof.

29. Sign-In. User and the Associated Personnel will enter and exit the Facilities using the front entrance to the Facilities. All persons using the Facilities on User's behalf will use a sign-in sheet or similar method provided by Distinguished Foods to log their entrance to, and exit from, the Facilities. User will take whatever action might be necessary to ensure that all of the Associated Personnel strictly comply with the provisions of this Section. Failure by User to comply with the provisions of this Section shall be a default under the provisions of Paragraph 27 of this Agreement.

30. Storage of User's Property. User has the right to use storage areas as set forth at Exhibit A. User shall store User's personal property at the Facilities at User's sole cost and expense. Distinguished Foods assumes no responsibility for the security of, or for any loss of or damage to, any equipment, supplies, products, or other items of personal property of User that might be stored at the Facilities. Distinguished Foods reserves the right to access and inspect any storage areas assigned to User, and any items of personal property of User stored at the Facilities for purposes of assuring proper sanitation and storage, or as required in an emergency, or as might otherwise be necessary for the proper operation and maintenance of the Facilities. Distinguished Foods hereby reserves the right to discard any item of personal property of User stored at the Facilities if such item presents a risk to health and safety. Distinguished Foods may not be able to provide adequate storage to meet User's needs. In such event, it will be User's responsibility to arrange for alternate storage away from the Facilities and Distinguished Foods shall bear no liability for any expenses or inconvenience to User resulting from having to store its items of personal property elsewhere. User shall fully vacate the Facilities, including storage areas assigned to User, upon the termination of this Agreement, by removing all items of personal property belonging to User stored therein and leaving the storage areas in clean and tidy condition. User shall be responsible for any expenses incurred by Distinguished Foods for the removal of abandoned items and/or cleaning of the storage area following User's vacating the Facilities.

31. Use of Equipment. Subject to the provisions of Section 28 of this Agreement, Distinguished Foods makes no guarantee or representation that any particular equipment located in the Facilities will be available for User's use at any particular time. User shall seek instruction for each person using the facilities for or on behalf of User in the safe use and proper cleaning of all such equipment. Failure to do so shall be a default under the provisions of Section 28 of this Agreement. User and the Associated Personnel will refrain from operating any equipment located in the Facilities without having first obtained such instruction. User shall be responsible for any damage, injury, or loss, including personal injury and property damage, resulting from the improper use or cleaning of any equipment by User and/or the Associated Personnel.

32. Reporting of Injuries and Damage. User will immediately notify Distinguished Foods of the following: (a) any injuries requiring medical attention; (b) any damage to or malfunction of the equipment located in the Facilities; and/or (c) any other condition that may affect the safe and orderly operation of the Facilities.

33. Cleaning. After each use, and prior to User's departure, User will restore to a clean and sanitary condition any portion of the Facilities used by User, including, without limitation, any floors,

sinks, equipment, pots, pans, utensils, storage areas, work surfaces, and the like. User agrees it will be charged according to Exhibit A for any cleanup required to be performed by Distinguished Foods to bring the Facilities to a clean and sanitary condition, within the sole discretion of Distinguished Foods. Distinguished Foods shall have the right to remove any items of personal property stored at the Facilities by User, if doing so, in Distinguished Foods's sole discretion, is necessary to maintain the health and safety of personnel present at the Facilities.

34. Deliveries. User will bear sole responsibility for damage or loss to, and the fitness for a particular purpose of, any items of personal property delivered to the Facilities for, or at the request of, User, including, without limitation, supplies and equipment required for the conduct of User's food preparation or processing business.

In the event that Distinguished Foods, by prior arrangement with User, agrees to accept delivery of any such items or equipment for, or on behalf of, User, Distinguished Foods will not be responsible in any way for the condition of the items or equipment so accepted. Distinguished Foods reserves the right to refuse to accept delivery of, and/or to require the immediate removal from the Facilities of, any items of personal property, including supplies and equipment, that appear, in Distinguished Foods's sole discretion, to be illegal, defective, spoiled, or otherwise unsatisfactory for their intended use by User.

35. Insurance.

35.1. Commencing no later than the first day User is entitled to use the Facilities according to this Agreement and continuing as long as this Agreement is in effect, User will at User's sole cost and expense, procure and maintain in full force and effect an insurance policy or policies protecting User and Distinguished Foods, and its respective directors, officers, employees, and building owners against any loss, liability, or expense whatsoever from personal injury, theft, death, property damage, or otherwise, arising out of, or occurring upon or in connection with, User's business, of the Facilities pursuant to this Agreement, or by reason of User's and/or the Authorized Personnel's use of the Facilities. The insurance required by this section will expressly cover claims based on product liability, property damage, and personal injury. Distinguished Foods and the building's owner will be named as an additional insureds in such policy or policies of insurance and User shall execute a waiver of subrogation in favor of Distinguished Foods. Such policy or policies of insurance shall be written by an insurance company acceptable to Distinguished Foods and shall include general liability coverage of Five Hundred Thousand Dollars (\$500,000) per incident; Two Million Dollars (\$2,000,000) on an aggregate basis. The insurance afforded by the policy or policies of insurance described above shall not be limited in any way by reason of any insurance that may be maintained by Distinguished Foods. No later than the first day User is entitled to use the Facilities according to this Agreement, User will furnish to Distinguished Foods evidence showing compliance with the provisions of this Section; and User acknowledges that User will be denied use of the Facilities until User has provided proof of required insurance to Distinguished Foods. Evidence of insurance shall include a statement that the policy or policies may not be cancelled or altered without at least thirty (30) days' prior notice to Distinguished Foods. User will, as long as this Agreement is in effect, provide Distinguished Foods with such proof of insurance required by the Provisions of this Section every time an insurance policy term is renewed or as Distinguished Foods might request from time to time.

35.2. Commencing no later than the first day User is entitled to use the Facilities according

to this Agreement and continuing as long as this Agreement is in effect, User will at User's sole cost and expense, procure and maintain in full force and effect an insurance policy or policies protecting User, Distinguished Foods and the owner of the building against damage to, or loss of, User's personal property present at the Facilities, including all of User's equipment and supplies. Such insurance coverage will expressly cover claims based on fire, burglary, and vandalism. Distinguished Foods and the building's owner will be named as additional insureds in such policy or policies of insurance and User shall execute a waiver of subrogation in favor of Distinguished Foods. Such policy of insurance shall be written by an insurance company acceptable to Distinguished Foods and will include coverage of a minimum of One Million Dollars (\$1,000,000). Evidence of insurance will include a statement that the policy or policies may not be cancelled or altered without at least thirty (30) days' prior notice to Distinguished Foods. User will, throughout the term of this Agreement and any extension term thereof, provide Distinguished Foods with such information regarding the insurance required every time an insurance policy term is renewed or as Distinguished Foods might request from time to time.

35.3. User shall provide Workers' Compensation insurance in an amount that complies with statutory limits in the State of Washington for all personnel using the Facilities for or on behalf of User who are User's employees, and User shall pay, and be solely responsible for the payment of, all social security, Federal, and State unemployment taxes, and any similar payroll taxes relating to such employees. User will, commencing no later than the first day User is entitled to use the Facilities according to this Agreement and continuing as long as this Agreement is in effect, provide Distinguished Foods with such information regarding the Worker's Compensation insurance required by this Section of this Agreement, as Distinguished Foods might request from time to time.

35.4. Failure by User to comply with the provisions of this Section will be considered a default of this Agreement.

36. Default and Termination.

36.1 This Agreement may be terminated by either party by providing 30 days prior written notice to the other party as provided in Section 1, or if destruction has rendered the Facilities substantially unfit for use by User for purposes of this Agreement.

36.2 In addition, the following shall constitute an event of default under this Agreement which entitles Distinguished Foods to immediately terminate this Agreement:

36.2.1 Failure by User to perform a duty or obligation arising under this Agreement the occurrence of which is expressly designated as a default under the provisions of Sections 6 (Interference With Use By Others), 7 (Inspections and Removal of Items), 9 (Permits and Licenses), 29 (Sign in), 31(Use of Equipment), and 35 (Insurance) of this Agreement; and/or

36.2.2 Failure by User to perform any material duty or obligation arising under this Agreement that is not otherwise listed in Section 36.2.1, above.

36.2.3 In the event of the occurrence of an event of default caused by an act or omission of User as set forth in Sections 36.2.1 or 36.2.2, termination will be effective immediately upon written notice of default from Distinguished Foods to User, unless Distinguished Foods, in its sole discretion, provides User time to cure the default. In such case, termination will be effective as

specified in the notice of default unless the default has been cured by User.

36.3 Upon termination of this Agreement for any reason, User shall pay to Distinguished Foods all unpaid amounts that User might be obligated to pay pursuant to the provisions of this Agreement and shall be credited for any unused but paid-for time reserved and scheduled for use of the Facilities. User shall also remove all of its items of personal property, including supplies and equipment, from the Facilities, and shall leave the portions of the Facilities used by User in clean, sanitary, and orderly condition, ordinary wear and tear excepted.

37. Limitation On Liability. DISTINGUISHED FOODS IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF DISTINGUISHED FOODS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES ARISING. DISTINGUISHED FOODS'S LIABILITY FOR DAMAGES UNDER THE PROVISIONS OF THIS AGREEMENT SHALL NOT EXCEED FIFTY PERCENT (50%) OF THE AMOUNTS OF FEES ACTUALLY PAID BY USER TO DISTINGUISHED FOODS FOR USE OF THE FACILITIES AND/OR OTHERWISE PURSUANT TO THIS AGREEMENT. DISTINGUISHED FOODS MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED AND THE FACILITIES PROVIDED FOR USERS' USE UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

38. Release; Indemnity.

38.1 Except for the willful or grossly negligent acts or omissions of Distinguished Foods or its agents or employees, User will, to the fullest extent provided by law, defend, indemnify, and hold Distinguished Foods harmless from and against any and all claims, losses, actions, damages, liabilities, and expenses (including reasonable attorney's fees) that:

38.1.1 arise from or are in connection with User's use of the Facilities;

38.1.2 arise from or are in connection with any willful or negligent act or omission of User, the Associated Personnel, or any of their respective agents, employees, guests, service providers, creditors, or invitees;

38.1.3 result from any default, breach, violation, or nonperformance of User under this Agreement.

38.2 User's obligations under this Section 38 specifically extend to any actions, orders, penalties, or enforcement procedures brought by or on behalf of any governmental agency or unit connection with the personal property of User, including equipment and materials, stored or otherwise present at the Facilities. User's obligations to indemnify Distinguished Foods under the provisions of Section 38 will survive the termination of this Agreement.

38.3 User on behalf of User and the Associated Personnel, now and forever releases and discharges Distinguished Foods and its attorneys, insurers, brokers, principals, officers, directors, partners, agents, employees and contractors, and whoever else may be liable, from any and all claims,

liabilities, damages, and causes of action of any nature, including, but not limited to, those for personal injury, death, and/or property damage, that in any manner arise from or are relate to User's use of the Facilities pursuant to the provisions of this Agreement.

38.4 The release provided by User under the provisions of Section 38 of this Agreement extends to and includes any and all claims, liabilities, injuries, damages, and causes of action that the parties do not presently anticipate, know, or suspect to exist, but which may develop, accrue, or be discovered in the future. User represents and warrants that User has considered the possibility that claims, liabilities, injuries, damages, and causes of action that User does not presently know or suspect to exist in its favor may develop, accrue, or be discovered in the future and voluntarily assumes that risk as part of the consideration for this Agreement.

39. General Provisions.

39.1 Disputes. The Parties will attempt to resolve any and all disputes or claims arising out of this Agreement through negotiation in good faith. If negotiation is unsuccessful, the matter may be submitted to mediation. If mediation is unsuccessful or is declined, the matter will be fully and finally settled by arbitration or litigation in King County, Washington, and the judgment upon award may be entered in any court having jurisdiction. The attorneys' fees and costs of dispute resolution will be borne by the losing Party unless the Parties stipulate otherwise or in such proportions as the arbitrator or judge shall decide.

39.2 Governing Law and Venue; Notices. This Agreement will be governed by and construed under the laws of Washington State, with jurisdiction and venue in King County, Washington. Notice to a Party will be validly given if in writing and transmitted by a method which produces a record of delivery, to the address most recently provided by such Party.

39.3 Severability, No Waiver, No Assignment. If any provision of this Agreement is declared to be invalid or unenforceable, the validity and enforceability of the remaining provisions will not be affected. No delay or failure by either Party in exercising, protecting or enforcing any of its rights under this Agreement will be considered a waiver of such right. The express waiver of any right, interest or remedy in a particular instance will not constitute a waiver in any other instance. Neither Party may assign this Agreement in whole or in part, without the prior written consent of the other Party.

39.4 Entire Agreement; Modifications; Counterparts. This Agreement and any attachments constitute the entire agreement between the Parties with respect to its subject matter and supersede prior agreements. Modifications or waivers of this Agreement must be in writing, signed or acknowledged by each Party and dated subsequent to the date of this Agreement. This Agreement and any modifications may be signed in counterparts with all counterparts collectively constituting one Agreement, with facsimile signatures as effective as originals.

39.5 Authority. The individual executing this Agreement on behalf of User warrants that they have the authority to execute this Agreement on behalf of User and to bind User to this Agreement.

39.6 Titles and Headings. The paragraph titles and headings contained in this Agreement are inserted as matter of convenience and for ease of reference only and shall be disregarded for all other

purposes, including the construction or enforcement of this Agreement or any of its provisions.

39.7 Benefit of the Parties. This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any rights by virtue of this Agreement.

39.8 Inconsistent Position. No party shall take a position with any third party or governmental agency, instrumentality, department or authority that is contrary to, or inconsistent with, the provisions of this Agreement.

39.9 Advice of Counsel. Each party to this Agreement warrants that that party has had the opportunity to consult with an attorney of that party's own choosing regarding this Agreement.

39.10 Interpretation. This Agreement shall not be construed against any party because that party, or that party's attorney, drafted any of its provisions.

40. Acceptance of Agreement. The Parties agree that they have read all of this Agreement and agree that (a) its provisions are necessary for the reasonable and proper protection of each Party; (b) the Parties have been induced to enter into this Agreement in reliance upon the other Party's compliance with this Agreement; (c) every provision of this Agreement is reasonable; (d) the Parties have executed this Agreement without duress or coercion; and (e) each Party has received a copy of this Agreement.

Distinguished Foods LLC, by: _____, by:

Claiborne Bell, Managing Member

Signature, Printed Name, Title

Date: _____

Date: _____

4611 36th Ave SW
Seattle WA 98126
cbell@seattlesorbets.com
206-935-0432
UBI: 604 706 439

Address: _____
Email: _____
Phone: _____
UBI: _____

Exhibit A

Rental Plan Fees and Details

Days and times rented:

Mondays [time] – [time]	Tuesdays [time] – [time]
Wednesdays [time] – [time]	Thursdays [time] – [time]
Fridays [time] – [time]	Saturdays [time] – [time]
Sundays [time] – [time]	

Workstation(s) rented: [#] square feet total; Workstation # __ and workstation # __

Storage space rented: [#] square feet total; cabinet number # __ and cabinet # __

Refrigerator space rented: [#] square feet total; refrigerator # __

Freezer space rented: [#] square feet total; Freezer # __

Number of persons permitted in space at one time: _____

Base Rental Rate: _____ / month Overtime use with permission: _____ / hour

Cleaning rate: \$30/hour (1 hour minimum) Excess Storage: \$ _____ /square foot/day

Security Deposit: _____ Rec'd: _____

Damage Deposit: _____ Rec'd: _____

This Exhibit is subject to the terms and conditions set forth in the Kitchen Facilities Use Agreement between us. In the event of any conflict between the terms of this Exhibit and the Kitchen Facilities Use, the terms of this Exhibit shall govern, but only as to this specific Exhibit.

Distinguished Foods LLC, by: _____, by:

Claiborne Bell, Managing Member

Signature, Printed Name, Title

Date: _____

Date: _____

4611 36th Ave SW
Seattle WA 98126
cbell@seattlesorbets.com
206-935-0432
UBI: 604 706 439

Address: _____
Email: _____
Phone: _____
UBI: _____

Exhibit B

User Rules

Failure to adhere to the following User Rules may result in additional fees being billed to User or immediate termination of User's Kitchen Facilities Use Agreement.

1. No delivery people or customers are allowed in the kitchen area at any time.
2. User must clean designated kitchen space and common space after use prior to departure, including tables, equipment, floors, cabinets, stovetops, ovens, sinks, racks, etc.
3. User must take garbage/recycling/compost to outside dumpsters daily. User is prohibited from leaving garbage/compost/recycling in the kitchen overnight, as this attracts bugs, rodents, and health inspectors.
4. User must check all doors to ensure they are locked before User and User's Associated Personnel leave the building. While in the building, doors except the main front entrance door should remain locked at all times to ensure User's safety and the safety of Other Users.
5. User is advised to closely monitor their use of utilities to save energy and expenses.
6. User is prohibited from using the Facilities if User is ill. User must ensure that User's Associated Personnel do not use the Facilities while ill. There are no excuses.
7. In the event that health precautions are instituted by Distinguished Foods whether or not there are governmental orders in place, User agrees to follow, and ensure that all Associated Personnel follow, all such health precautions, including, without limitation, wearing face masks.
8. User will be solely responsible for any fines/fees or punishments levied by any health department or other agencies related to User's activities.
9. User will report any personal injury or property damage arising at any time during and/or arising out of, or in any way connected with User's use or occupancy of the Facilities.
10. User is solely responsible for supervising all Associated Personnel and is responsible for any and all harm or damage User's Associated Personnel may cause.
11. Distinguished Foods reserves the right to prohibit any individual/company from entering the facility at any time if their conduct is deemed to be destructive or detrimental in any way to the kitchen facility, other Users, or environment.
12. User is responsible for knowing and maintaining good food handling and health code practices. Jeopardizing the health and safety of User's customers or any other people will not be tolerated.
13. User is responsible for furnishing all small wares needed for User's food production process.

14. User is prohibited from using any items belonging to or assigned to other users of the facility unless User has obtained express advance permission to use such items.
15. User is responsible for proper/safe use of all equipment. Ignorance or negligence is not an excuse for damaging equipment. User will be responsible for the cost of repair or replacement (in Distinguished Foods' sole discretion) of equipment damaged by User or User's Associated Personnel.
16. Guns, and weapons of any kind are not allowed in the building facility or on the premises. No exceptions.
17. This is a non-smoking, drug-free facility.
18. No animals are permitted in the facility, with the exception of trained service animals permitted under Washington law.
19. No children/minors are permitted unless they are official employees of User and covered under User's business insurance policy.

By signing below, User acknowledges that violation of these User rules is cause for immediate termination of User's Kitchen Facilities Use Agreement in the discretion of Distinguished Foods LLC.

Received and acknowledged:

User, by:

Signature, Printed Name, Title

Date: _____

Address: _____

Email: _____

Phone: _____

UBI: _____