



300 East 2nd Street
Frederick, MD 21701
thecookskitchen319@gmail.com
Mailing Address: 134 N East Street
Frederick, MD 21701

APPLICATION

Name: _____ Contact Phone: _____ Date: _____

Business Name: _____ Email: _____

Home Address: _____ Business Address (if different): _____

- Business Status (check one):

New Existing Other: _____

- Business Type (check one):

Baker Caterer Food Truck Other: _____

- Description of Business (incl your target market & intended sales location):

- Number of Employees (including yourself): F/T _____ P/T _____

- Estimated Number of Kitchen Hours Needed (check one): per week _____ per month _____

- Grease/Oil Disposal Needed: yes no

- Storage Needed: Dry Refrigerator Freezer None

- Estimated Frequency of Need: Occasionally Daily Weekly Monthly

- Additional Comments:

- Vehicle Make (for parking): _____ **Model:** _____ **Color:** _____ **Tag #:** _____

- Emergency Contact: Name: _____ **Phone:** _____ **Relationship:** _____

FACILITIES LICENSE AGREEMENT

THIS FACILITIES LICENSE AGREEMENT (the “**Agreement**”) is entered into on this ____ day of _____, 20__ (the “**Effective Date**”), by and between, THE WINDER COMPANY D/B/A THE CUTTING BOARD, a Maryland corporation (“**The Cutting Board**”) and _____ (“**Client**”). The Cutting Board and Client may hereinafter be referred to individually as a “**Party**” or collectively as the “**Parties**”.

WHEREAS, The Cutting Board established a licensed commercial kitchen facility located at 300 East 2nd Street, Frederick, Maryland 21701 (the “**Facilities**”); and WHEREAS, Client desires to access and use the Facilities, and The Cutting Board agrees to permit the same subject to the terms and conditions of this Agreement. NOW, THEREFORE, in consideration of the Facilities, and the terms, conditions, and mutual obligations set forth in this Agreement, the Parties agree as follows:

1. **Recitals.** The foregoing “whereas” provisions are incorporated in this Agreement as if expressly restated herein below.

2. **Grant of License; No Tenancy.** This Agreement provides Client with the temporary right to non-exclusive, non-transferrable, and limited use of the Facilities, subject to the terms and conditions set forth in this Agreement. Client acknowledges that this Agreement is not a lease, but rather a license to use the Facilities, which license may be revoked at the will of The Cutting Board pursuant to the terms of this Agreement. Termination this Agreement and the revocation of the license granted by this Agreement shall entitle The Cutting Board to resume full possession of the Facilities without legal process. Client expressly acknowledges and agrees that, by execution of this Agreement, Client has not acquired any real property interest in or exclusive right to the Facilities. The Cutting Board shall retain absolute control over the Facilities.

3. **Deposit.** The Cutting Board acknowledges receipt of Two Hundred Fifty Dollars (\$250.00) as a deposit (the “**Deposit**”), which sum shall not be held in trust and shall not bear interest. The Deposit shall be returned to Client upon termination of this Agreement, provided that Client is not in default of this Agreement and Client has not caused any damage to the Facilities, including the furniture, fixtures, and equipment thereon (ordinary wear and tear excepted). If Client is in default or has caused damage to the Facilities, then The Cutting Board may in its sole discretion utilize all or any portion of the Deposit to repair or replace damaged items, or to satisfy any payment due from Client under this Agreement.

4. **Nature and Conditions of Use.** Client agrees to comply with the following conditions of use:

a. Client shall have completed the Application provided by The Cutting Board and shall have provided The Cutting Board with a copy of Client’s, or Client’s authorized agent’s, valid driver’s license;

b. Client shall complete the Facilities Orientation, which shall include instruction on (i) The Cutting Board’s online scheduling and billing program, (ii) grease trap maintenance (FOG Training), (iii) proper trash and grease disposal, (iv) dishwashing, and (v) general clean up;

c. Client, and Client’s agents and/or employees, shall use the Facilities for the exclusive purpose of preparing and/or processing food as specified in Client’s Hazard Analysis Critical Control Points (HACCP) Plan;

d. Client, and Client's agents and/or employees, shall not make use of the Facilities that, in The Cutting Board's sole discretion, disrupts the orderly operation of the Facilities by The Cutting Board and/or the use of the Facilities by any other person authorized to use the Facilities;

e. Client, and Client's agents and/or employees, shall ensure clean and sanitary condition of the Facilities during Client's use of the same. After each use of the Facilities, Client shall restore any portion of the Facilities used by Client to a clean and sanitary condition. Client agrees and acknowledges that it will be charged at a rate of Thirty Dollars (\$30.00) per hour (with a one (1) hour minimum) for any cleaning or sanitizing required to be performed by The Cutting Board as a result of Client's failure to comply with this Section 5(e);

f. Client shall maintain in good standing all permits, licenses, and other regulatory permissions that might be required for the conduct of Client's food preparation and/or processing business and of Client's lawful use of the Facilities;

g. Client, and Client's agents and/or employees, shall comply with all applicable local, State, or Federal laws, rules, and regulations with respect to Client's use of the Facilities and/or food prepared by Client in the Facilities. Prior to commencing use of the Facilities, Client shall provide The Cutting Board with copies of all permits, licenses, and other regulatory permissions, including, but not limited to, a Frederick County Health Department Food Service License and an HACCP plan;

h. Client, and Client's agents and/or employees, shall comply with the rules, policies, and procedures adopted by The Cutting Board (Addendum D hereto), as amended from time to time, relating to the use and operation of the Facilities; and

i. Client shall bear sole responsibility for any damage or loss to any items of personal property belonging to Client and kept, stored, or used on the Facilities.

5. Management, Scheduling, and Billing. The Cutting Board maintains sole authority and discretion to manage and schedule use of the Facilities, including establishing appropriate rules, policies, and procedures, as well as the identification and selection of Clients for times/uses other than those stated in this Agreement. Client agrees to use the online scheduling and billing program implemented by The Cutting Board. The Cutting Board shall make its reasonable best efforts to provide access for Client's use of the Facilities at times reserved and scheduled by Client. The Cutting Board reserves the right to determine, in its sole discretion, that all or part of the Facilities be closed for purposes of cleaning, repairs, maintenance, alterations, inspections, public safety, or for any other reason deemed necessary by The Cutting Board. The Cutting Board reserves the right to determine, in its sole discretion, the availability and suitability of the Facilities for use. In the event that the Facilities are closed at a time scheduled and reserved by Client, Client shall comply with the closing and shall not have recourse of any kind against The Cutting Board for any claims, damages, or losses caused by the Facilities being closed. Client shall be invoiced on a monthly basis for the equipment and uses selected and scheduled by Client, in accordance with the schedule of fees in Addendum C attached hereto. Client acknowledges that fees will not be pro-rated for any reason and that The Cutting Board does not offer any partial refund for any unused portion of a period of use. All invoiced amounts shall be immediately due and owing to The Cutting Board and shall be promptly paid by Client. Interest shall accrue in the amount of eight percent (8.0%) per annum on any balance not paid within ten (10) days after the date of the invoice. All payments shall be made electronically via credit or debit card using The Cutting Board's online billing program.

6. Inspections and Removal of Personal Property. Client grants to The Cutting Board, its authorized agents, and to all agencies of local, State, or Federal government with jurisdiction over The Cutting Board and its operations, the right, at any time and without notice to Client, except as may be required by applicable law, to inspect all of the personal property belonging to Client, which is present, stored, or maintained on the Facilities. Client shall fully

cooperate with the conduct of such inspections. Client authorizes The Cutting Board to take such actions as may be necessary, in The Cutting Board's sole discretion, to correct any unsatisfactory conditions discovered by any inspection and to remove and dispose of, at Client's sole cost and expense, any property of Client that poses a risk to the health and safety of the users and/or visitors of the Facilities. Client waives any right to seek reimbursement for the value of any property of Client's that is so removed and/or disposed of by The Cutting Board.

7. Equipment and Services Provided. Only the equipment, items, and services listed in Addendum A of this Agreement shall be provided by The Cutting Board and made available for use by the Client, and, except for the equipment, items, and services listed in Addendum B, which shall be provided by The Cutting Board at an additional cost to Client, no other equipment, items, or services shall be provided or made available by The Cutting Board. Equipment and property belonging to other Clients may, from time to time, be kept or stored on the Facilities but are not included in the terms of this Agreement. Such equipment and property shall be identified as personal property and is not available for use by anyone other than the Client to whom such equipment or property belongs.

8. Facilities and Equipment Provided "As Is". Client acknowledges that it has been provided with an opportunity to independently inspect, examine, and evaluate the Facilities. The Facilities, including all portions thereof and all equipment provided for Client's use, are provided "as is". The Cutting Board makes no representations, warranties, or guarantees, express or implied, relating to the Facilities or to Client's use thereof, including, but not limited to, warranties of merchantability or suitability or fitness for a particular purpose. The Cutting Board makes no guarantee or representation that any particular equipment located on the Facilities will be available for Client's use at any particular time.

9. Insurance. Client agrees that, while this Agreement remains in effect, Client shall carry general/product liability insurance in the minimum amount of \$500,000.00, as well as any other insurance policies which are required by federal, state, or local law, with The Cutting Board named as an additional insured and loss payee. Proof of such insurance policies shall be provided to The Cutting Board in the form of a Certificate of Insurance, or other document as approved by the insurance provider, before or simultaneously with the execution of this Agreement. No change of, change to, cancellation of, or non-renewal of an insurance policy shall be made without thirty (30) days' written notice to The Cutting Board. Upon any renewal of or change to an insurance policy, an updated Certificate of Insurance shall be promptly provided to The Cutting Board prior to Client's next scheduled use of the Facilities.

10. Confidentiality. The Cutting Board and Client acknowledge and agree that the Facilities may be used simultaneously by other Clients and that, in the production of food products, the use of recipes, techniques, sources of ingredients, and other information owned and used by Clients may constitute trade secrets or other confidential information. For the protection of all Clients' businesses, The Cutting Board and Client further acknowledge and agree that this information is to remain confidential with the exception of disclosure to The Cutting Board as required for product authorization, training, or any other service deemed necessary by The Cutting Board. In the course of using the Facilities, Client shall make reasonable efforts to avoid other Clients' confidential information and will refrain from deliberate intrusion into confidential information owned by other Clients.

11. Indemnification. Client shall indemnify and hold The Cutting Board harmless from and against any loss, damage, or liability of any sort whatsoever resulting from (i) any default in observing the terms and conditions of this Agreement and/or (ii) any willful or negligent act on the part of the Client, its agents, employees, or invitees, or persons permitted on the Facilities by Client. Client expressly agrees to waive, and agrees not to make, any claim against The Cutting Board for damages, direct, consequential, or otherwise, arising out of (i) any failure to furnish any services at the Facilities, any error or omission with respect thereto, or any delay or interruption of the same, (ii) injury to or death of persons in or about the Facilities, (iii) loss or damage to Client's personal property in or about the Facilities, and (iv) claims arising by reason of the foregoing. Client's obligations under this Section 12 shall survive the expiration or termination of this Agreement.

12. Limitation of Liability. Neither Party shall be liable to the other Party for any indirect, special, incidental, consequential, or punitive damages incident to, arising out of, in connection with, or resulting from that Party's performance or failure to perform under this Agreement, or the furnishing, performance, or use of any product, goods, component, or materials sold or provided pursuant hereto, or services rendered, whether occasioned, brought about, caused, or due to a breach of contract, breach of warranty, negligence, or otherwise of a Party, its agents, directors, officers, employees, contractors, or direct or indirect customers.

13. Termination. Either Party may terminate this Agreement for any reason and at any time upon thirty (30) days' written notice to the other Party. The Cutting Board further reserves the right to terminate Client's access to and use of the Facilities immediately and without notice if Client fails to comply with the terms of this Agreement. Termination of this Agreement shall not constitute a waiver of any claims of default under this Agreement. On notice of termination of this Agreement, Client shall, without demand, promptly, and within the thirty-day notice period, remove all of Client's personal property stored on or kept at the Facilities and surrender and deliver the Facilities to The Cutting Board. If Client leaves behind any property whatsoever, upon conclusion of the thirty-day notice period said property will be deemed abandoned by Client may be disposed of by The Cutting Board at Client's expense, without further notice.

14. Miscellaneous.

a. *Authority.* Each Party represents and warrants that the individual signing on its behalf has the authority to do so and that all necessary corporate or other acts have been undertaken to approve this Agreement. The Parties acknowledge that they fully understand and voluntarily accept the terms of this Agreement, intending to be fully and voluntarily bound by this Agreement, and that they understand that the terms of this Agreement will be binding and will affect their legal rights.

b. *Notices.* All notices, requests, demands, and other communications required or desired to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly delivered and received when delivered by hand or reputable overnight courier to the addressee, or three (3) days after the date deposited in the United States certified or registered mail, return receipt requested, postage prepaid, addressed to the Party to received such notice as follows:

If to The Cutting Board:

The Winder Company d/b/a The Cutting Board
136 N. East St.
Frederick, MD 21701

If to Client:

c. *No Waiver.* No failure on the part of a Party to exercise any power or right given hereunder or to insist on strict compliance with any term, provision, or condition in this Agreement shall constitute a waiver of such Party's right to demand exact compliance with the terms, provisions, or conditions hereof. No delay on the part of a Party in the exercise of any power or right hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any power or right preclude other or further exercise thereof or the exercise of any other power or right.

d. *Amendment.* No waiver, modification, or amendment of any term, provision, or condition of this Agreement shall be valid or of any effect unless made in writing and signed by the Party to be bound by such waiver, modification,

or amendment. Any waiver by any Party hereto of any default by the other Party shall not affect or impair any right arising from subsequent default.

e. *Entire Agreement.* This Agreement embodies the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements.

f. *Governing Law.* This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Maryland. Any suits, proceedings, or other actions relating to this Agreement shall be filed in the Maryland state courts located in Frederick County, Maryland, and the Parties shall each waive any claim that jurisdiction and venue in Frederick County, Maryland is improper.

g. *Enforcement.* In the event of a breach of this Agreement, the non-breaching Party shall be entitled to its reasonable attorney's fees and expenses incurred by that Party to enforce the terms of this Agreement.

h. *Severability.* If any term, provision, or condition of this Agreement shall, for any reason, be found or held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, such illegality, invalidity, or unenforceability shall not affect the remainder of such term, provision, or condition, or any other term, provision, or condition, and the terms of this Agreement shall survive and be construed as if such illegal, invalid, or unenforceable term, provision, or condition has not been included.

i. *Assignment/Sublicensing.* No assignment or sublicensing of the Facilities shall be permitted.

j. *Captions.* The headings and captions used in connection with the Sections and Subsections of this Agreement are for convenience only and shall not be deemed to expand or limit the meaning of the language of this Agreement. Words of any gender used in this Agreement will be construed to include any other gender and words in the singular number will be construed to include the plural, and vice versa, unless the context requires otherwise.

k. *Counterparts.* This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Agreement. Execution of a facsimile copy of this Agreement shall have the same force and effect as execution of an original, and a facsimile or other similar electronic or digital signature shall be deemed an original and valid signature.

IN WITNESS WHEREOF, the Parties, through their duly authorized agents, on the date(s) set forth below, have executed this Agreement.

THE CUTTING BOARD:
THE WINDER COMPANY d/b/a
THE CUTTING BOARD

CLIENT:

By: _____
Title: _____

By: _____
Title: _____

ADDENDUM A

**EQUIPMENT/ITEMS/SERVICES PROVIDED BY THE COOK'S KITCHEN
(DOES NOT INCLUDE COMMISSARY USE FOR FOOD TRUCK OPERATIONS)**

Preparation tables	Trash and recycling, including receptacles and trash bags Video surveillance on entry door Grease trap cleaning and maintenance
Speed rack	Parking while on site only
Microwave	Dishwashing supplies and sanitizer tablets
Food Processor	General cleaning supplies (e.g., mop/bucket, broom/ dust pan, disinfectant spray, etc.)
Hot water tower	Paper towels and soap for hand washing station
Blender	Restroom supplied (e.g., soap, toilet paper, paper towels, etc.)
8 Qt. mixer	Video Surveillance on entry door
20 Qt. Mixer	Grease trap maintenance and cleaning
Hot hold/proofer	Utilities, including WIFI
Two-burner electric cooktop	
Double deck full-size electric convection oven	
3 compartment sink	

ADDENDUM B

EQUIPMENT/ITEMS PROVIDED BY THE COOK'S KITCHEN

FOR ADDITIONAL CHARGE

- Dry storage
- Refrigerated storage
- Freezer storage

**ADDENDUM C
SCHEDULE OF FEES**

EQUIPMENT/SERVICE FEE

Full Kitchen Us (2 hour minimum; Includes all available equipment; Excludes overnight storage)	\$18/hour
Refrigerator/Freezer Storage (One shelf per fee)	\$20/month
Dry Storage (One shelf per fee)	\$15/month
Commissary Use/Food Trucks (Disposal of greywater, trash, and recycling; Disposal of approved fats/oils; Fresh water fill-up; Use of 3-bay sink for washing dishes)	\$175/month
The Cutting Board Administrative Fee (Operating and bookkeeping expenses)	\$12/month
Cancellation Fee (cancellations with less than 120 hours (5days) notice)	50.0% of fees for scheduled equipment/services
Cleaning Fee (1 hour minimum; Incurred if Facilities are left in unacceptable condition)	\$30/hour

ADDENDUM D
POLICIES AND PROCEDURES

- Client shall be responsible for complying with the following policies and procedures and shall:
- Clean all equipment and work areas used (including counters, floors, sinks, etc.);
- Remove trash and recycling to outside receptacles (trash must be in bags provided);
- Report low stock on any items supplied by The Cutting Board;
- Provide all cooking items, ingredients, utensils, and small wares to be used;
- Follow all posted guidelines and rules;
- Use the Facilities only for activities and uses indicated and permitted in this Agreement;
- Obtain approval from The Cutting Board for anyone under the age of sixteen (16) years to be on or at the Facilities;
- Smoke only in designated smoking areas (i.e., the gravel parking lot);
- Ensure any items kept in storage are covered and/or sealed;
- Remove any spoiled products from the Facilities;
- Provide 120 hours' notice of the need to cancel a reservation;
- NOT use storage space unless specifically designated for Client;
- NOT use any equipment labeled "Private" or "Personal" which does not belong to Client;
- NOT use other Clients' food products or small wares;
- NOT remove from the Facilities any equipment or items provided by The Cutting Board;
- NOT share the secured entrance code with anyone not identified in this Agreement; and
- NOT paint, post signage, or otherwise alter the nature of the Facilities.