



**MOONLIGHT
KITCHENS**

The Little Company, LLC

COMMERCIAL KITCHEN FACILITY USE CONTRACT

JANUARY 2017

INFORMATION

Parties-

User:

User name: _____

Company: _____

Business EIN: _____

Email: _____

Mailing Address: _____

Phone (C): _____

(O): _____

Moonlight Kitchens:

The Little Company, LLC

Attn: Anne Little

1951 Kensington Ave #2

Missoula, MT 59801

cook@moonlightkitchens.com

(406) 926-2720

(406) 493-7113

MOONLIGHT KITCHENS BOOKING SHEET

User Initials _____ MK Initials _____

Name of Client _____

Name of Business _____

Date of this agreement _____/_____/_____

Date use starts _____/_____/_____

Expiration of contract _____/_____/_____

Type of Use	<input type="radio"/> Single Use	<input type="radio"/> Spot Use	<input type="radio"/> Regular Use (week/month)
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Space Using

Kitchen #1 Kitchen #2 Work Room
 Commissary Storage Coffee Shop Seating
 Space Rental Other _____

Key Fob # _____ Date Rec'd _____/_____/_____ Fee

Returned _____/_____/_____

Security/Damage Deposit Date Rec'd _____/_____/_____ Fee

Returned _____/_____/_____

Insurance - Name of Insured _____

Company _____

Policy # _____

(Insured names must match with client names and business names above.)

Employees/Associates (this must be kept current)

Name	Phone	email
1		
2		
3		
4		

Attach list

Kitchens or Commissary			How long?		Fee:
Date:	Day:	Hours:	(or see attached schedule)		
Total					\$

Storage		How long?		Fee:
Unit Type:	Location:	Each:	Size:	
Total				\$

Other: _____

Note: Every booking of 3 hours or more gets 1/2 hour clean time FREE.

You will be billed on the last of the month. Due on the 7th of the following month.

Total due at signing

By my signature below I confirm that I have received a copy of the Moonlight Kitchens' "Renters' Handbook" and have taken the time to review it and its contents so that I am fully aware of the policies and responsibilities contained therein. I understand it is my responsibility to comply with the policies and procedures contained in the Handbook and to make sure my employees and/or associates comply with these policies as a condition for my use of the Moonlight Kitchens and that I will fulfill my written and verbal agreements with the operators of the Moonlight Kitchens.

Name: _____ Date: _____

Signature _____

1. Facilities:

Moonlight Kitchens (MK) are a shared-use Facility, with kitchens rented by the hour and storage available by the month. They are equipped with commercial stoves, ovens, mixers, sinks, refrigerators, tables, freezer, and secure and non-secure dry and cold storage and other food preparation equipment. The Little Company, LLC (the legal entity) maintains the Facility in a sanitary and orderly state and ensures that all equipment available to the User is in operable condition. It is the User's responsibility to furnish all other equipment, tools, and knives as needed for their food process. It is also the User's responsibility to ensure the Facility is left in a sanitary and orderly state at the end of the User's allotted time.

The User furnishes his or her own food, spices, bowls, spoons, utensils, pots, pans, etc. When the User has completed his/her allotted time, the User must remove their food and equipment from the work area and either store them on the shelves or cold storage they have rented at the Facility or take it away. Moonlight Kitchens will not be held responsible for misplaced items. Food left longer than the allotted time will be disposed of. Any expense related to the disposal of food will be charged to the User.

In order for this Facility to work efficiently and without conflict, Users are required to respect each other's work spaces, products, and boundaries. The Clean Room and the delivery door area are used by everyone and Users need to pay special attention when using these areas. Any theft from The Little Company, LLC's Facility or from other Users, harassment, or tampering will not be tolerated and will serve as grounds for immediate cancellation of this Agreement.

2. Off-site Food Preparation:

Moonlight Kitchens is aware that some small food businesses may be doing a good deal of food prep within their homes, which may or may not be allowed by the Missoula County and/or Montana State Health Dept. However, if it becomes obvious that a substantial amount of non-allowed food production is happening at the homes of the Users and not at MK, then those Users will be given back their deposits and their contract will be terminated. The goal of The Little Company, LLC is "Local food to local people." and to find Users who actually need to do work at MK and not use it as a guise of legality. Non-use of reserved and/or paid time also prevents other legitimate businesses from being able to use the Facility.

3. **Services:**

Moonlight Kitchens is a shared-use Facility, and Moonlight Kitchens management will control the times and the manner of all Users' access to and use of the Facility.

- A. Reserving Time:** User shall request use of a Facility space in writing (email) at least five (5) business days in advance so that the appropriate fees can be paid. Moonlight Kitchens will make its best effort to create a schedule for use of the Facility that accommodates all Users' reasonable requests. Short notice (Spot Use) requests will be accommodated only as is reasonably possible. The User may only use the Facility for the reserved time scheduled and must complete cleaning and be off-premises by the end of that reserved time.
- B. Contracted Time:** Moonlight Kitchens may also offer the whole Facility on a contracted basis by the day, week, or month or certain portions thereof. The User understands that time conflicts may arise where MK has the authority to preempt the User's scheduled time but will do its best to reschedule the User's time as mutually agreeable.
- C. Cancellation Policy for Reserved Time:**

Once time has been reserved, it becomes unavailable to other clients. Because of this MK maintains a strict cancellation policy to ensure the work space does not go unused. We encourage our clients to carefully consider how much time is needed and to use overbooked time for preparation, organization, experimentation, etc. Unused hours cannot be carried forward. Kitchen reservations cannot be transferred or otherwise exchanged without prior approval from MK.

Contact with the Kitchen manager must be made during regular business hours:
(8:00am-6:00pm weekdays).

Cancellation-fees

1. You may cancel or change your regular time (not one-time use) no later than 5 days ahead of your contracted time for a full refund or no charge. When cancelling or changing a previously scheduled time, the client must receive a written (email/text) confirmation of that change from the MK manager.
2. Within 1-5 days ahead you will be billed for 50% for your cancelled contracted hours UNLESS you find someone to take ALL of your cancelled hours. MK is not responsible for finding cooks to fill your hours.
3. For any cancellation made less than 24 hours ahead of your contracted time you will be charged full price plus 25% (Spot Use).
4. Unreserved use will be billed at double (2xs)regular price.

D. Termination

The MK Rental Contract may be terminated by mutual agreement of both parties at any time.

The Contract may also be involuntarily terminated by TLC, LLC unilaterally for:

- blatant disregard for the health, safety, or property of MK staff or clients
- non-payment of fees
- failing to clean a rented space adequately
- failure to work cooperatively with other clients
- consistent failure to follow the terms of the rental contract or the handbook rules
(See 11. D & E below)

- E. Facility:** Moonlight Kitchens will provide the User with a clean, sanitary, and functioning kitchen. User agrees to follow "Cleaning Requirements" included in the Renters Handbook. All

production and packaging of food products **must take place within** the Facility. It is understood that MK has a limited inventory of pots, pans, implements, utensils, etc. and MK makes no warranty, promise, or covenant, express or implied, as to the availability or condition of such inventory, beyond the understanding that MK will share what it has with the User and that the User shall provide any pots, pans, implements, utensils, etc. required for their own use beyond the inventory of MK. The User also agrees to NOT remove **any** of MK's equipment from the Facility at any time. Some counter top equipment stored in Kitchen #2 is available for use in other parts of the Facility. User will arrange with MK **beforehand** for use of specific equipment. MK does not provide office space or telephone service (except in emergencies).

F. Other Services Available: (see Renters Handbook)

- i. The Sunrise Event Space seating area is available for rent to the general public.
- ii. The Little Company, LLC will have occasional promotional events, advertising, and specials promoting the Facility and the Users. Photos of the Facility, the Users, and their products and customers may be used for these promotions.
- iii. Sunrise Event Space is available for short (< 1 hr) cook/customer meetings at no charge. These must be scheduled ahead.

G. Information/Recitals/Exhibits/Addendum: The Information section and recitals set forth at the beginning of this Agreement, specifically including the designation of the parties and the rental term and fees, together with any attached forms, schedules, exhibits, and checklists and Renters Handbook are hereby made part of this Agreement.

4. Prerequisites:

A. Regular Business Users (including Single Use & Spot Use): Users will have completed the following activities and provided appropriate documentation upon request to Moonlight Kitchens BEFORE the User may use the Facility:

- Complete and review the Application Form and Booking Sheet and pay Key Deposit and Security Deposit
- Hold a Missoula City Business License or provide proof of a valid exemption from the requirements to hold such a license.
- Hold all Montana State, City of Missoula, and Missoula County Health Dept. certificates, permits and/or licenses required to conduct business and to produce food and beverage items. This includes any certificates, permits and licenses that are currently required and to comply with any future requirements.
- Provide a valid credit or debit card (or other arrangement) for payment and **State ID**.
Note: Single Use will be pre-paid.
- Maintain a minimum coverage of ONE MILLION Dollars (\$1,000,000) of **general liability and product liability insurance** with The Little Company, LLC, **and** Anne Little and Patrick Little as "added named insured" as an endorsement on each policy. Users must provide proof of insurance upon request by Moonlight Kitchens before User may enter and use the Facility. This policy must be maintained for the duration of the Facility use. (see Booking Sheet)
- An employer must have Workers' Compensation Insurance for all employees and be able to provide a copy of the certificate on demand by The Little Company, LLC.

- Obtain specific authorization from Moonlight Kitchens prior to producing each food product. Note: MK is NOT a USDA certified facility.
- Food and beverage items produced by the User may **not** be sold directly to the public on the premises **except** during events and promotions organized by The Little Company, LLC or through Sunrise Coffee Shop.

B. Single or Spot Personal User Reservations:

- Fill out Application
- Pre-pay for time rented
- Pay Security/Damage Deposit & key deposit (refundable)
- Provide proof of insurance either through Homeowners' or Renters' Insurance Policy or Business Insurance Policy with limits as stated above. (See Booking Sheet)
- Provide Workers Comp information for any employees or contact information for every user.
- Provide proof of ability to correctly use any equipment needed for food production or arrange training/orientation on that equipment at User's expense.
- Other _____

5. Fees & Payment Terms:

User will pay Moonlight Kitchens all Fees as indicated on the Fee Schedule for time, space, and services for which the User reserved the Facility as described in the Booking Sheet of this Agreement according to the following terms:

- A. Fee Schedule:** The fees for various uses of the Facilities and/or equipment are set out in the Rate Sheet attached to this agreement and set forth in the Information Section and recitals hereto. Moonlight Kitchens may change the published Fee Schedule at any time upon thirty (30) days' written notice (including email) to the User. User agrees to pay these fees.
- B. Payment Terms:** Regular Business Users (RBUs) will be required to arrange a weekly/monthly schedule for time needed. RBUs will be billed as of the last day of the month for hours booked the prior month at the Facility (USED OR NOT) unless properly cancelled or changed. Payment is required within 7 days of billing and User may not use the Facilities until all late bills are paid. Storage fees and commissary fees will also be charged on a monthly basis. One time Users are required to pre-pay all fees before using the Facility. A LATE FEE of \$35 will be charged after the 7th day.
- C. Payments accepted:** Moonlight Kitchens will accept cash, check, or credit card for payment. Checks are only accepted for pre-payment of time and services and MK will NOT hold any check for payment.
- D. Security/Damage Deposit:** This must be received on or before the start of the Facility rental term. It is fully refundable within fourteen(14) days of leaving the Facility as a renter provided the following provisions are met during the time of rental:
 - No damage is done to the Facility or its contents, beyond normal wear and tear.
 - None of the Facility contents used by the User are broken, stolen, lost, or missing.

- Rent is paid in a timely manner – no outstanding late fees.
- Key(s) has been returned.

In the event that damages or costs incurred for repairs or replacement of the above listed items exceeds the security deposit, additional costs shall be charged to the **authorized credit card**. If payment is by check or cash then a bill shall be sent to the signer of this Agreement for the balance of costs incurred. The deposit is not to be considered the maximum amount that will be charged for damages. User agrees to pay these charges promptly.

- E. User's Business:** Any and all profits derived from the User's products or services produced at MK shall be the sole and exclusive property of the User unless otherwise provided for in a separate agreement. Nothing in this Agreement shall be construed as creating a partnership, joint venture, or employment relationship between the User and The Little Company, LLC. No employee or independent contractor of the User shall be considered an employee or independent contractor of The Little Company, LLC solely by reason of this contract.

6. User Duties:

User agrees to assume the following duties in its use of the Facilities under this Agreement.

- A. Renter and Use Policies:** User agrees to comply with Missoula County Health Department rules and regulations along with the rules and obligations as currently stated in this agreement. (See Renters' Handbook)
- B. Contact Information:** User promises that the identification, address, and contact information stated on the Information section is current and correct. User agrees to keep Moonlight Kitchens informed of any changes in User's legal identity, address, or other contact information. User will provide current contact information about its employees or assistants to MK.
- C. Prohibited Substance Use Policy:** User agrees that there will be no illegal drugs on the property. Per Montana law, smoking IS NOT ALLOWED in the building. It is the responsibility of the User to enforce this rule with its staff and associates. Violation of this clause is grounds for immediate termination of this contract.
- D. Food and Equipment Safety and Sanitation:** Use of some of the commercial equipment, such as, but not limited to, the stoves, ovens, dishwashers, etc. requires special training and authorization from Moonlight Kitchens. You may use and clean only the equipment you are trained on.
- E. Housekeeping Policies:** User has received and understands the Renters Handbook and agrees to the following:
- Moonlight Kitchens shall provide cleaning supplies (paper towels, sanitizer, bleach or ammonia tabs, dish soap & floor cleaning supplies), cleaning equipment (brooms, mops, dust pans) and User shall provide all other personal use items (aprons, hair restraints, gloves, brushes, sponges, etc.) See lists in Cleaning Requirements.
 - No equipment owned by Moonlight Kitchens shall ever leave the premises.
 - User will strictly follow the posted Cleaning Requirements provided by Moonlight Kitchens before, during, and after each use of equipment and the Facilities.
 - Please check the Renters' Handbook or ask for manuals for information on how to clean each piece of equipment and the Facility generally.

- v. **If User fails to leave the Facility in the proper condition User will receive a warning and be responsible for paying \$35/hour cost of cleaning the Facility with total cost to be determined by Moonlight Kitchens OR the User will return promptly to properly clean the Facility. Upon a second such failure, User shall pay a fine of \$50 PLUS the \$35/hour cleaning cost. Upon a third such failure, this Agreement shall be terminated.**
- F. **Hazardous Materials:** User shall not permit or cause any hazardous waste, hazardous substance, deleterious substance or other environmental hazard, as such terms may be defined in federal, state, or local laws, rules, regulations and ordinances, to be placed upon or discharged in the Facility or upon the premises in which the Facility is located, its associated common area, landscape, sidewalks, or parking area including but not limited to restrooms, plumbing, and sewer system. No feminine products or food waste shall be dumped down the toilet. User agrees to indemnify and hold Moonlight Kitchens harmless for the cost of any clean-up or related costs in the event of User's, User's employees or agents discharge or placement of such hazardous waste, hazardous substance, deleterious substance or environmental hazards in the Facility or on the premises on which the Facility is located, its associated common area, landscape, sidewalks, or parking area including but not limited to restrooms, plumbing, and sewer system. User agrees to pay for all clean-up costs associated with damages to the Facility caused by disregard of the above restrictions.

7. Assignment:

User may not transfer or assign User's privileges under this Agreement to any third party. The User shall not grant access to or allow a third party to operate in the Facility at any time. Violation of this duty is grounds for immediate termination of this Agreement and the immediate discharge of the User and/or any third party from the Facility.

8. Health and Safety Responsibilities:

- A. To ensure the safety of all persons associated with the Moonlight Kitchens Facility, User shall be and is exclusively responsible for ensuring that the User and its employees/associates observe proper safety procedures while using the Facility. All User employees/associates must have provided contact information in case of emergencies before being authorized to work at the Facility.
- B. No children under the age of 16 are allowed to work unattended in the Facility when any food processing is taking place. Each child under 16 must be directly supervised by an adult.
- C. Doors shall not be blocked open at any time except during loading/unloading as this allows access of vermin to the Facility. It also compromises the heating, cooling, and ventilation system throughout the building. All screens must remain on opening windows at all times.
- D. A key fob, used to open the Moonlight Kitchens delivery door and record entry & exits, will be issued to a User at the time of signing this contract for use during the period of their rented time. The delivery door is the main access door for Facility Users. The front door to Sunrise Event Space is not available for loading and un-loading and can be used only for guests or in an emergency. The User is required to return the key fob, as arranged ahead of time, at the expiration of this contract. Failure to return the fob in a timely manner will result in the disabling of the fob and forfeit of the key deposit. See Section 7 regarding transfer of access.

- E. There are two security cameras in operation at all times at both doors; inside and out.
- F. No pets shall be allowed inside the Facility. Pets brought onto the property shall be restrained at all times and Users agree to clean up after their pets.
- G. Users agree to cover the cost of recharging any fire extinguishers they or their employees or assistants discharge within their rented space. User agrees to cover the entire cost of cleanup if they or their employees or assistants cause the activation of the Ansul (hood) System within their rented space.

9. Right of Inspection:

The staff of Moonlight Kitchens retains the right to enter and inspect operations at any time during use. The Missoula County Health Department, as well as the Montana State Department of Public Health and Human Services, shall have the right to inspect without prior notice at any time deemed necessary by their organization.

10. Limitation of Liability:

User agrees that any and all claims involving Moonlight Kitchens and The Little Company, LLC are strictly subject to the following limitations:

- A. **Release:** User hereby acknowledges that it has been offered the opportunity to independently examine and evaluate the Facility and shall continue to do so throughout the term of this Agreement. User further acknowledges that Moonlight Kitchens has made no attempt to make the Facility useful or fit for any specific purpose, for any particular User, or for uses other than those intended by Moonlight Kitchens. THEREFORE, USER ACCEPTS THE FACILITIES “AS IS” AND PROVIDER 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 FACILITY, OR RESULTS TO BE DERIVED FROM THE USE OF THE FACILITY BY USER OR OTHERS. The provisions of this Section shall survive termination of this Agreement for any reason.
- B. **Production Liability**
The client assumes all production risk in connection with MK’s kitchens and equipment including, but not limited to, any failure of equipment during the client’s use of such kitchen(s) and equipment. Under no circumstances shall MK 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. MK assumes no responsibility for the supply of any other production requirements other than the client’s use of the facility and equipment, including but not limited to ingredients, packaging, process, and recipes.
- C. **Hold Harmless/Indemnification:** Moonlight Kitchens and The Little Company, LLC shall not be liable for any damage to either person or property sustained by the User, their staff, or associates or by any third party arising in any way out of the User’s use, operation, or occupancy of the Facility, or sale or distribution of any product that is produced or manufactured on the premises. The User covenants and agrees to indemnify, defend and hold harmless Moonlight Kitchens and The Little Company, LLC and its members, managers, agents, representatives, and employees from all claims, costs, and liability arising from or in any way connected with

damages, injuries to persons (including death), or property in, upon, or about the Moonlight Kitchens premises, or any portions thereof, or resulting from the production, sale, distribution, and use of any product manufactured by the User on the Moonlight Kitchens premises. The provisions of this Section shall survive termination of this Agreement for any reason.

11. Miscellaneous Provisions:

- A. Kitchen User Property:** Unless properly stored (according to the MCHD & MK Renters' Handbook regulations) in rented or designated areas, User shall promptly remove any personal property (including food & beverage products) from the Facility after his/her contracted time. If User's property is not promptly removed, Moonlight Kitchens may take possession of, remove and/or discard User's property. User shall be liable to MK for a reasonable storage and/or disposal cost for property removed in this manner.
- B. Jurisdiction and Venue:** Any disputes regarding this Agreement shall be resolved in the State courts of Missoula County, Montana and according to the laws of the State of Montana.
- C. No Oral Modification:** This Agreement shall be modified in writing only, duly signed by the User and Moonlight Kitchens.
- D. Involuntary Termination:** This Agreement shall continue from the date of execution until the date of expiration as indicated in this Agreement, unless earlier terminated as provided herein. Any financial obligation to Moonlight Kitchens shall survive the termination of this Agreement. The Contract may be terminated by The Little Company, LLC unilaterally for:
- blatant disregard for the health, safety, and/or property of MK staff or clients
 - non-payment of fees
 - failing to clean a rented space adequately
 - failure to work cooperatively with other clients
 - consistent failure to follow the terms of the rental contract or the Renters Handbook
- E. Voluntary Termination:** This Agreement may be terminated at any time upon mutual agreement of Moonlight Kitchens and the User at any time.
- F. Remediation:** User agrees, without protest, to reimburse Moonlight Kitchens for all actual and reasonable expenses incurred by way of User's violation of any term or provision of this contract, including, but not limited to non-payment of fees, damages, all court costs, and attorney's fees and all costs of collection. Both User and Moonlight Kitchens agree to submit to the jurisdiction and venue of a court of subject matter jurisdiction located in Missoula County, State of Montana.

12. Breach or Default:

User must correct any violation, breach, or failure to keep or perform any Conditions of this Agreement within three (3) business days after receiving written notice of such from Moonlight Kitchens. If more than three (3) business days pass without any corrective action taken by the User, Moonlight Kitchens may, at its sole discretion, terminate this Agreement.

13. No Lease:

User acknowledges and agrees that this Agreement is not a lease under Montana law and that User is not a tenant of The Little Company, LLC or Anne & Pat Little. User waives any rights it may have as a tenant under Montana law.

14. Enjoyment:

The Facility is a unique operation meant to be useful to and enjoyed by its Users. The Facility has been furnished to accommodate and promote a wide variety of small, local, food and beverage businesses. It is necessary that all Users work collectively to make this shared-use space work for all and in the process not disturb the Facility’s neighbors. In that regard User agrees to not impede the use or enjoyment of any other User of the Facility or to impede the use, enjoyment, or business operations of any of the neighbors or tenants of the Facility. The User shall be liable directly to the party damaged by any such impediment as well as to Moonlight Kitchens.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Date set forth below.

DATE: _____

THE LITTLE COMPANY, LLC:
A Montana Limited Liability Company
dba **MOONLIGHT KITCHENS**

USER:
Business Name _____

By: _____

Anne or Pat Little

By: _____

Print Name: _____