

Date _____



**MOONLIGHT
KITCHENS**

The Little Company, LLC
COMMERCIAL KITCHEN USE CONTRACT

FEBRUARY 2020

INFORMATION

Parties-

User:

User name: _____

Company: _____

Business EIN: _____

Email: _____

Mailing Address: _____

Phone (C): _____

(O): _____

Moonlight Kitchens:

The Little Company, LLC

(406) 926-2720

Attn: Anne Little

(406) 493-7113

1951 Kensington Ave #2

Missoula, MT 59801

cook@moonlightkitchens.com

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
 Dish Pit 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			One-time Use Y / N		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 3rd of the month. Due on the 5th of the 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) is 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 owner) maintains the Facility in a sanitary and orderly state and ensures that all equipment available to the User/Client 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 ingredients, 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 Dish Pit and the delivery door area are used by everyone and Users need to pay special attention when working in 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 illegal 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 booked time (even if paid for) 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: Commercial Users shall book use of a Facility space through The Food Corridor (see separate information sheet) at least 48 hours in advance so we have accurate scheduling & billing information. You are required to sign in & out electronically every time you enter the Facility. Short notice (Spot Use) requests will be accommodated only as is reasonably possible and will include a surcharge of 25%. 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. ALL Commercial Booking is made through The Food Corridor (TFC).

B. Contracted Time: Moonlight Kitchens may 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 and that MK has the authority to preempt the User's scheduled time. MK will do its best to reschedule the User's time as is mutually agreeable.

C. Cancellation Policy for Reserved Time:

TFC's system does not allow cancellations or changes less than 24 hours ahead of a reserved shift. 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.

Cancellation-fees

You may cancel or change your regular time (not pre-paid use) no later than 48 hours ahead of your contracted time for a full refund or no charge. Cancellations made 24-48 hours ahead will incur a 50% surcharge. TFC does not allow cancellations less than 24 hours ahead – you will be charged full price.

Unreserved use will be billed at double (2xs) regular price and may result in termination of this contract..

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 The Little Co., LLC unilaterally for:

- blatant disregard for the health, safety, or property of MK staff or clients
- theft – time, materials, or equipment
- 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 and/or meet the MCCHD's regulations. 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 except the roller cart. 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 pre-booked equipment.

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. The User is responsible for leaving the space clean.

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 Commercial 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:

- Review and complete the Application Form
- Pay Key Deposit and Security Deposit
- Provide a copy of 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.
- Maintain a minimum coverage of ONE MILLION Dollars (\$1,000,000) of **general liability and product liability insurance with \$2,000,000 general aggregate insurance with The Little Company, LLC, and Anne Little and Patrick Little** listed as "additional 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. All other workers will be considered "independent contractors" and must have their own contract with MK.
- Obtain specific authorization from Moonlight Kitchens prior to producing each class of food product. Note: MK is NOT a USDA certified facility.
- Signed Rental Agreement

B. AFTER MK has received all documents, deposits, & information listed above you will:

- Sign up with The Food Corridor for booking/billing with MK online
 - Create your own account
 - Set up a payment method
 - Let MK know which Billing Plan you chose
 - Upload documents

See separate information sheet about The Food Corridor.

5. Fees & Payment Terms:

User will pay Moonlight Kitchens (through TFC) 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 available online 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:**

One-time Users are required to pre-pay all fees before using the Facility.

Regular Commercial Users will book hours through TFC will receive an invoice on the 3rd of the month for previous month's booked hours (used or not) and any fees plus storage for the coming month. Payment is required by the 5th of the month and User may not use the Facilities until all late bills are paid. A LATE FEE of \$35 will be charged after the 7th day.
- C. Non-payment:** If your credit/debit card or ACH that you setup with TFC doesn't work, they will try once a week for 3 weeks and we will attempt to contact you to resolve the problem. If we are unable to reach you, and your S/DD has sufficient funds, your billed charges will be deducted from your S/DD. Funds from your S/DD used to pay an outstanding bill will not be refunded. You will be required to "top up" your S/DD before continuing to work at MK. Please be aware that the S/DD is not the limit that we may charge for lost, stolen, or damaged equipment.
If a bill remains outstanding for more than 30 days ***your key fob will be disabled.***
- D. If you have not paid after 30 days** and your S/DD **IS** sufficient to cover your bill we will:
 - 1. Attempt to reach you to resolve the issue.
 - 2. Deduct any charges related to clearing out your abandoned property or repairing damage (including a \$50 disposal/cleaning fee) from you S/DD, issue a check for the residual amount (if any) and send it to the last known physical address we have for you. If that correspondence is returned we will consider the funds abandoned and retain those.
NOTE: Unless your key fob is returned in working order you will NOT be refunded your key deposit.
- E. If you have not paid after 30 days** and your S/DD **IS NOT** sufficient to cover your bill we will:
 - 1. Attempt to reach you to resolve the issue.
 - 2. Attempt to charge the credit card we have on file for any current outstanding billed charges (plus a \$50 disposal/cleaning fee) after using your available S/DD funds .

3. Dispose of or donate any stored ingredients, product, supplies, tools, and/or equipment.
4. If the amount owing exceeds the Security/Damage Deposit amount and the credit card on file is invalid legal action will be taken to recover those costs.

F. Security/Damage Deposit: S/DD must be received on or before your MCCHD inspection and/or the start of the Facility rental term and insurance must be in place. S/DD is fully refundable within ten (10) days of leaving the Facility 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**. The S/DD is not to be considered the maximum amount that will be charged for use or damages and legal action may be taken to recover these expenses.

G. User's Business Non-association: 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:

- i. Moonlight Kitchens shall provide some 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 (bar towels, aprons, hair restraints, gloves, brushes, sponges, etc.) See lists in Cleaning Reqs.
- ii. No equipment owned by Moonlight Kitchens shall ever leave the premises.
- iii. User will strictly follow the posted Cleaning Requirements provided by Moonlight Kitchens before, during, and after each use of equipment and the Facilities.
- iv. Please check the Renters' Handbook or ask for manuals for information on how to clean the 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 (minimum) 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.

G. 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.

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. The User or its agents agree to SIGN IN/OUT of the Facility when first entering and last exiting the Facility using their preferred access to TFC.
- C. 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; one-on-one.
- D. 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.
- E. 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.
- F. There are four security cameras in operation at all times - two at both doors - inside and out.
- G. 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.
- H. 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 office.

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.
- D. Moonlight Kitchens and The Little Company, LLC shall not be held responsible for any damage or loss of User's materials, ingredients, or property as the result of failure of delivery to Moonlight Kitchens of services by public utilities including gas, electricity, sewer, water, or garbage.

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 of User's property (including food & beverage products) from the Facility after his/her booked 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, cleaning 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 by 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 the reasons listed under Section 3.D.

- 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: _____

USER:

Business Name _____

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

Signature _____

By: _____

Print Name _____