

CULINARY STUDIO, LLC - OPERATING AGREEMENT

This Operating Agreement ("Agreement") is entered into by Culinary Studio LLC, a Michigan corporation, 29673 Northwestern Highway, Southfield, MI 48034, and the "Customer",

Person's Name: _____

Business of Company Name: _____

Address: _____

Telephone: _____ Cell Phone: _____ Email: _____

1. Services to be provided. Culinary Studio, an inspected & fully licensed Food Establishment in the City of Southfield agrees to provide the Customer access to and use of the kitchen facilities at Culinary Studio, including use to produce the Customer's products. Facilities and services provided shall include, but not be limited to use of stoves, sinks, refrigerators, freezers, counters, storage areas (additional fees), and such other services as described in any attached Schedule(s) signed by both parties.

2. Operating Schedule. Culinary Studio shall be available for the Customer's use only as scheduled and agreed to by Culinary Studio and the Customer.

3. Pricing Schedule. The Customer will be charged in accordance with the terms and policies included in this Agreement and attached Schedule(s), which may be amended from time to time, upon the written agreement of both parties.

4. Production Responsibilities. Under no circumstances shall Culinary Studio be liable to the Customer for any failure to meet volume production and/or other failure of the production process. Culinary Studio assumes no responsibility for the supply of any other production requirements, including but not limited to ingredients, packaging, process, and recipes, other than use of the facility and equipment previously set forth.

5. Product Profits. All profits derived from the production of Customer's products or services at Culinary Studio, whether at retail, wholesale or otherwise, shall be the sole and exclusive property of the Customer unless specifically set forth or provided for in a separate agreement.

6. Tax Liability. The Customer shall be responsible for all State, Federal, City and/or local government authority for any taxes that may be due as a result of the production and/or sale of any of the Customer's products or services at Culinary Studio.

7. Other Business Interests. This Agreement shall not be construed as a partnership, joint venture or otherwise, and unless otherwise agreed in writing, signed by both parties, Culinary Studio has no right, title or interest in and to the business or profits of the Customer.

8. Security. Culinary Studio assumes no responsibility for the security of any equipment or supplies provided by the Customer for use at Culinary Studio. Any additional security of storage arrangements shall be the Customer's sole responsibility.

9. Liability of Customer. Culinary Studio shall not be liable for: any damage to either person or property sustained by the Customer or by any third party arising in any way out of the Customer's use, operation, occupancy of kitchen premises, or sale or distribution of any product manufactured on the kitchen's premises. The Customer covenants and agrees to indemnify, defend, and hold harmless Culinary Studio and its employees from any and all claims, costs, and liabilities arising from or in connection with: damages or injuries to persons (including death) or property in, upon, or about Culinary Studio's premises, any portions thereof, or resulting from the sale distribution, consumption, and use of any service provided or product manufactured by the Customer on Culinary Studio premises.

10. Public and Product Liability Insurance. Customer will maintain product liability insurance and general liability insurance with a minimum of \$1,000,000.00 per occurrence and \$2 million aggregate, with Culinary Studio listed as additional insured. Customer will provide proof of insurance to Culinary Studio management prior to entering into this Agreement. Any deviation from this policy must be approved in writing by Culinary Studio.

11. Food and Equipment Safety and Sanitation. The Customer is responsible for obtaining and providing a valid and current Certified Food Service Manager Certification prior to entering into this Agreement. The Customer must also carry the original certificate during any kitchen use.

12. Signs and Advertising. No signs or other advertising matter shall be attached or painted on Culinary Studio premises.

13. MINIMUM PLAN. Beginning May 1, 2024, there is a 20-hour monthly minimum to be invoiced at the beginning of each month at a flat rate cost of \$480. Please note, any storage needs, i.e., refrigeration, freezer, dry storage, etc. will be billed at the normal storage rates.

14. Cancellation Policy. Please be advised that cancellations made 48 hours prior to a scheduled booking, will **not** be charged a fee. However, cancellations made within 48 hours of a scheduled booking **will be** subject to a \$25 cancellation fee.

15. Returned Checks. A fee of \$40 will be assessed to the Customer's account for any returned checks.

16. Default. As time is of the essence, the Customer will have three (3) days after written notice from the kitchen manager to remedy any situation that is brought to the attention of the Customer. A violation, breach, or failure to keep or perform any conditions of this policy, shall not continue more than three (3) days after the situation is specified in written notice to the Customer from the Culinary Studio management. If more than

three (3) days pass without any corrective action taken by the Customer, the kitchen management may declare Customer's rights terminated with no further notice. Furthermore, Culinary Studio may repossess and remove Customer's property. The Customer will be charged any reasonable storage cost.

17. Assignment. This Agreement is solely between Culinary Studio and the Customer. The Customer shall not transfer usage privileges or services of Culinary Studio, or use of the whole or any part of the kitchen premises.

18. Termination. Notwithstanding any provision contained in this Agreement, Culinary Studio may, in Culinary Studio's sole and absolute discretion terminate this Agreement without further liability by delivering prior written notice to Customer.

19. Security Deposit Refund. Customer will receive their Security Deposit of \$300.00 within 30 days after the Culinary Studio receives a letter stating that they plan to discontinue their use of the Culinary Studio.

20. Non-Binding Until Fully Executed. This Agreement is for discussion purposes only and does not constitute a formal offer by either party. This Agreement is not and will not be binding on either party until or unless it is fully executed by both parties. As of the date of execution by both parties, this Operating Agreement shall substitute any previous Operating Agreement made between Culinary Studio and the Customer.

21. Policy Handbook. The Customer agrees to read and comply with the policies set forth in the Culinary Studio Policy Handbook, which may be amended or updated at the sole and absolute discretion of Culinary Studio and will be provided upon execution of this Agreement and upon request of the Customer.

22. Enjoyment. Culinary Studio is a unique facility meant to be used and enjoyed by its customers. Culinary Studio management wishes each Customer success with their product.

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

CUSTOMER

Name: _____
Title: _____
Business: _____
Signed: _____
Date: _____

CULINARY STUDIO, L.L.C.

Culinary Studio, L.L.C., a Michigan corporation
Signed: _____
Date: _____