

The Loft by ECS

Commissary AGREEMENT:

This Agreement made and entered into this _____ day of _____,

by an between Elite Culinary Staffing LLC, a VIRGINIA corporation, to operate at

at 2500 Church St. Norfolk, VA 23504, (hereinafter referred to as "LOFT"), and

Your Company,

(hereafter referred to as "Customer").

Term: Date: _____ Time _____ For the purposes _____

- 1) **Facilities.** I agree to operate in the commercial kitchen and all the equipment provided.
- 2) **Customer's Obligations.** Failure to comply with any of the items listed below will result in immediate termination of the this agreement
- 3) The company agree to conduct themselves with integrity and in professional manner that is not detrimental to the company or other occupants.
- 4) The Client only use kitchen area for purposes outlined in agreement.
- 5) The client not engage in any illegal activity on the premises
- 6) The client agree not to engage in any discriminatory behavior, and or harassment while representing the company.
- 7) Customer agrees to complete closing check list.

- 8) **Fee:** The company agrees to pay \$_____ for terms and purposes stated before prior to obtaining access to facility.
- 9) **Cancellation:** The customer can cancel booking 14days prior to the date of leasing. Note cancellations must be confirmed by the loft in writing or email. Failure of the company to do so will result I a forfeit of deposits and/or prepayments.
- 10) **Equipment:** The customer should have completed a pre inspection of facility prior to operating at the loft, to ensure all equipment is in operational capacity. Once pre inspection is complete the customer is responsible and will be required to replace and/or repair any and all damages and/or theft to equipment, material, and damages to facility while operating in the facility.
- 11) **Businesses/Parking Area:** The client is responsible for any damages and cleanup to the parking area, facility, and neighboring business caused by customer or customer employees, agents, patrons, or visitors
- 12) **Leaving Facility**
 - a. Customer agrees to adhere the cleaning checklist and complete a final walk through prior to leaving the facility
- 13) **INDEMNIFICATION:**
 - (A) The customer agrees to indemnify and hold The Loft and any agent harmless from any and all injury or damage to persons or Premises on the Premises arising from the negligence or willful misconduct of Tenant or its agents, employees, or contractors on the Premises including, without limitation, all costs, expenses, claims or suits arising in connection therewith including attorney's fees. This covenant shall survive the termination of this agreement. The loft shall not be liable to customer or customer employees,

agents, patrons, or visitors or for any injury to persons or damages to Premises on or about the Premises resulting solely from, the gross negligence or act or omission of customer or its agents, servants, employees or invitees.

(B) The Loft agrees to indemnify and hold the customer and any of its agents and employees harmless from any and all injury or damage to persons or Premises on the Premises arising solely from the gross negligence or willful misconduct of Landlord or its agents, employees, or contractors on the Premises

14) **Hangover:** If the client fails to vacate the Premises at duration of agreement, the client will be charged \$75 an hour for each additional hour. Unless otherwise stated above any items left by the customer will be removed and or discarded from the premises upon duration of agreement.

15) **Assignments:** The customer is not allowed to assign any third party to the loft. Only the client its affiliates for the duration and purpose stated above are allowed to operate in the facility noncompliance will result in immediate termination of this agreement.

16) **Permits and Licenses.** The customer maintains that customer or customer employees, agents, and/or assistance working in the kitchen area have up to date either health permit or serve safe certifications.

17) **Terms.** The term of this Agreement shall commence as of the date first shown above and shall continue in effect thereafter until canceled by either party upon not less than thirty (14) days prior written notice to the other. Such notice shall be deemed given when mailed by certified mail, postage prepaid, to the respective addresses as shown on the first page of this Agreement. The loft reserves the right, however, to terminate this Agreement upon not less than ten (10) days prior notice in the event of non-payment.

18) **Entirety.** This document shall be the entire understanding and agreement between the parties with respect to the subject matter set forth herein, and all prior agreements, understandings, covenants, promises, warranties and representations, oral or written, express or implied, not incorporated herein are superseded hereby. This Agreement may not be amended, modified, altered, supplemented or changed in any way except in writing, signed by the parties and attached hereto as an amendment.

In Witness Whereof, the parties hereto have caused this Agreement to be executed by their respective duly authorized signing officers as of the day and the year shown above.

The Culinary Loft by ECS
(The Loft)

(Customer)

For Culinary Loft by ECS:

For Customer:

Jermaine Boothe
Printed Name

Printed Name

Owner
Title

Title

1124 West Avenue
Address

Address

Hampton, VA. 23666
City/State/Zip

City/State/Zip

757-537-4728 757-XXX-XXX
Phone # Fax #

Phone # Fax #

Signature Date

