# SERVICES AGREEMENT

This Services Agreement is entered into by and between Wonky Kitchen, LLC (DBA “The Prep Station”) and the undersigned individual or business entity (“Client”). The Prep Station provides a set of services for food businesses, and Client operates a food business.

|  |
| --- |
| **CLIENT INFORMATION** |
| INDIVIDUAL’S NAME(S)  ENTITY OR DBA NAME  ENTITY OR DBA FILING NUMBER AND TAX ID:  MAILING ADDRESS  CONTACT PHONE(S) E-MAIL  REFERENCE NAME(S)/CONTACT  EMERGENCY CONTACT  VEHICLE IDENTIFICATION (parked cars):  FOOD TRUCK LICENSE PLATE/REGISTRATION:  BUSINESS OWNER AND VEHICLE OPERATOR(S) CDL#(S):  INSURANCE POLICY #/CONTACT |

# TERMS AND CONDITIONS

1. This agreement is entered into this \_\_\_ day of \_\_\_\_, 2022\_\_ between The Prep Station and Client.
2. Services under this Agreement will commence on the \_\_ day of \_ \_, \_2022\_\_ and continue on a **month-to-month** basis until terminated by either party according to the terms of this agreement.
3. Client has access to a range of services including use of food prep facilities and cooking appliances, parking, refrigeration, assistance with business operations, and/or other services to be determined by Client and The Prep Station.
4. Client has selected a group of services for which **the monthly fee** will be\_\_\_\_\_\_\_. Client may change the level and type of services at the beginning of any month. Notification of change in service must be made before the 25th to be applied to the following Month’s service. After the 25th, changes to services and fees are not effective until the 25th of the following month.
   1. Additionally, to the first month’s fee and before move-in, Client will pay a **one-time signing/membership fee of** **\_$250\_** and will pre-pay for the last month’s services in the amount of \_\_\_\_\_\_. ***Membership fee, First and Last month deposit is due before move-in.***
   2. If it becomes necessary, Client, if a Mobile food operator, agrees to surcharge of no more than \_\_$50\_\_each month for nightly patrol of food truck yards. This security is not a service provided by The Prep Station. It is an independent service, contracted at the request of The Prep Station mobile operators, and paid for by The Prep Station mobile operators. Hours of patrol are \_\_\_\_\_\_\_\_\_\_\_\_
   3. Client agrees to pay for any services exceeding agreed upon limits, such as hours, appliance use, storage. For Mobile operators, this includes waste, ice, charging bay, storage.
   4. Client may also utilize kitchen services, such as time at workstations and/or use of cooking appliances on an hourly or ad-hoc basis. Client can pay for those services before that usage by writing a check or making an online payment on the day that time and/or services are utilized.
   5. On January 1st, there is a $50 fee for annual renewal of service terms and orientation. Client will provide updated proof of certifications, insurance, and list of counties in which The Prep Station is listed as their commissary.

f. **Fees are due on the 25th of the preceding month. If the Client fails to pay for the month’s services before the 1st of the month, a 5% late fee will be charged**. If Client fails to make payment by the 5th of that month, then this agreement will be terminated, and the pre-payment of Client’s last month will be applied. If any possessions of the Client remain on the premises at the end of the last month, they may be moved, stored, or otherwise disposed of at the sole discretion of The Prep Station.

1. **Either Party may terminate this agreement at any time and for any reason with 30-days written notice delivered to the other party**. However, pre-payments toward last month’s services must be applied toward a last month, and no amounts will be refunded if tenant decides to terminate this agreement early.
2. If client fails to pay monthly membership fee, last month deposit will be applied. Member has the remainder of month to remove personal items.
3. Fees are subject to yearly increase of 5%.
4. Marketing agreement: Client agrees that information loaded to client’s “Member Profile” by the client, for the purpose of the “Meet our Members” Page, including written content, pictures, video and links to Client websites and other online media, may be publicly viewed and accessed through The Prep Station website. The Prep Station maintains the right to publish this Member profile on its websites and through other online and offline media (including but not limited to ThePrepStation.com and EatDrinkAlameda.com), and to use the content provided by Client in marketing and promotions.
5. Client agrees to name The Prep Station in any marketing or social media in which the address (2400 Monarch Street) is listed.
6. Obligations
   1. The Prep Station will maintain all necessary permits from the Alameda County Health Department for operation of a food production facility; will maintain the premises in a clean and orderly state; will provide cleaning and sanitary supplies for maintenance of the common areas including the bathrooms and floors.
   2. The Client will maintain all necessary County, State or other Governmental licenses and certifications required to produce food for sale, and to operate their food businesses. Client will provide copies of those licenses and certifications to the Prep Station; will **maintain liability insurance of a minimum $1MM per occurrence and will name** **Wonky Kitchen, LLC dba “The Prep Station” (2400 Monarch Street, Alameda CA 94501)** as additional insured on their policies and provide a copy of the policy endorsement to The Prep Station.
   3. Client will follow guidance and regulations for food waste, compost, recycling, and garbage **– California State Law SB 1383, effective January 1, 2022**. Each business is responsible for and subject to the fines for failure to follow those rules and guidelines.
   4. Client will maintain the premises in a clean and orderly state and agrees to abide by the rules of the kitchen as published by The Prep Station.
      1. Any violations of the rules of The Prep Station will result in fines of not less than $50.00.
      2. Repeat violations will result in a doubling of fines
      3. More than three violations of kitchen rules in a six-month period will require a written mitigation plan between Client and The Prep Station.
7. Indemnity

The client agrees to indemnify, defend, and hold harmless The Prep Station from and against any loss, cost, or damage of any kind (including reasonable outside attorneys' fees) to the extent arising out of its breach of this Agreement, and/or its negligence or willful misconduct.

a. The client has read and understands The Prep Station is not responsible or obligated to act or reimburse client for loss, cost, or damage of any kind resulting from activities at The Prep Station facility, grounds, or surrounding area.

b. Equipment failure, utility outages, plumbing or infrastructure damage or malfunction, accidents, slippage, spillage, theft, natural or unnatural disaster or any incident on The Prep Station grounds resulting in loss, cost or damage to clients’ belongings, product, goods, or equipment will not be reimbursed.

c. The client is responsible for securing their property and belongings. Any items left unattended on facility grounds is subject to removal. If a hazard or impediment to business or safety, fine will be issued.

d. The client is responsible for deliveries of product or goods and will arrange for inspection and receipt of goods. Deliveries left unattended are subject to removal

**Member Business/Personal Name:**

1. Notifications: Client may notify The Prep Station in writing, in person, or via e-mail at margaret@wonkykitchen.com. The Prep Station may notify the Client in writing in person or at the address cited above.

|  |  |
| --- | --- |
| **ACCEPTED AND AGREED** |  |
| **THE PREP STATION** | **CLIENT** |
| SIGNATURE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | SIGNATURE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| PRINT NAME \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | PRINT NAME \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Member Business/Personal Name:**

**Membership Type:**

**Hours:**

**Usage Levels (people, prep space, appliances):**

**Storage:**

**Garbage Allocation:**

**Ice Allocation:**

**Costs Summary**

|  |  |
| --- | --- |
| **ACCEPTED AND AGREED** |  |
| **THE PREP STATION** | **CLIENT** |
| SIGNATURE \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | SIGNATURE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| PRINT NAME \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | PRINT NAME \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |