



Licensing Agreement  
Rockin' K Ranch Commercial Kitchen Rental

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between \_\_\_\_\_, hereinafter referred to as the "Client," and Rockin' K Ranch Commercial Kitchen Rental, hereinafter referred to as the "Provider." Whereas, the Client desires to engage the services of the Provider, including but not limited to use of grounds operated by the Provider, hereinafter referred to as the "Facility," it is agreed as follows:

1. Services provided.

The Provider agrees to provide the Client access to and use of the Facility, including use for the production of Client products, provided all covenants of this Agreement are met in full.

2. Pricing.

In compensation for the services provided, the Client will be charged at the prices listed on the price list or according to the prices agreed upon with the Provider.

3. Production Responsibilities.

The Client assumes all production risks in connection with the Facility and equipment, including, but not limited to, any failure of equipment during the Client's use of such kitchen and equipment. Under no circumstances shall the Provider be liable to the Client for any failure to meet volume production, expected quality and/or other failure of the production process including but not limited to the failure of any particular piece of equipment or machinery. The Provider assumes no responsibility for any other production requirements other than use of the Facility.

4. Product Profits.

Any and all profits derived from the production of Client products or services at the Facility, whether at retail, wholesale, or otherwise, shall be the sole and exclusive property of the Client.

5. Tax Liability.

Client shall be responsible for all State, Federal, City, and/or local government for any taxes that may be due as a result of the production and/or sale of any of the Client products or services at the Facility.

6. Business Interests.

This Agreement shall not be construed as a partnership, joint venture or otherwise. Unless otherwise agreed in writing, Provider has no right, title or interest in the business of the profits of the Client. No employees or contractors of Client shall be considered an employee or contractor of the Provider.

7. Security.

Provider assumes no responsibility for security of any equipment or supplies provided by the Client.

8. Liability of Client.

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

9. Responsibilities of Client.

Client agrees to abide by all building rules and regulations as set forth in the Policy Guidebook. The Client fully understands that by signing this document, he acknowledges an understanding of the rules and policies described herein.

10. Damages.

The Client will be responsible for all damages to the Facility or equipment and will pay for such damages upon demand by the Provider in the event that the Client damages any Facility property.

11. Insurance.

The Client will maintain a minimum of \$1,000,000.00 of liability insurance with Rockin' K Ranch Commercial Kitchen Rental listed as added named insured. The Client agrees to provide proof of this insurance to the Provider prior to entering into use of the Facility.

12. Compliance:

The Client agrees to operate in full compliance with all applicable government laws and regulations, and agrees to furnish all documentation required to prove compliance.

13. Default.

The Client shall abide by the terms of this Agreement and the attached "Rockin' K Ranch Commercial Kitchen Rental Policy Guide." A violation, breach, or failure to keep or perform any conditions of this Agreement or Policy Guide shall be considered an Event of Default and shall allow the Provider to terminate the Client's access to the facility at anytime with no further notice at which point the Provider may repossess and remove Client property from the Facility where the Client will be responsible for any incurred storage costs.

14. Assignment.

This Agreement is solely between Provider and the Client and privileges may not be transferred.

15. Rights of Client and Termination.

The Client willfully acknowledges that this document is not a lease under California law and cannot be interpreted as such. The Client is a licensee of the specified facility for a specified period of time only and hereby waives any rights he may have as a tenant under California law. Notwithstanding any provision contained in this Agreement, the Provider may, in its sole and absolute discretion terminate this Agreement without further liability by delivering written notice to Client.

TO EVIDENCE AGREEMENT, the Client subscribes their name below Effective this \_\_\_\_\_ Day of \_\_\_\_\_, 2012.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Owner: \_\_\_\_\_

Name: Laura Kramer

Rockin' K Ranch Commercial Kitchen Rental  
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