

# OPERATING AGREEMENT

## CUSTOMER

For the purposes of this agreement, “Customer” shall include the individual or legal entity (including but not limited to a Sole Proprietorship, Partnership, Limited Liability Corporation, or Corporation) that executes this agreement, as well as any employees or contractors of the Customer.

## SERVICES PROVIDED BY ELIXIR KITCHEN SPACE

Elixir Kitchen Space (hereinafter referred to as “Elixir”) will provide the Customer access to and use of the kitchen facilities, including use for the production of Customer’s products. Facilities and services provided shall include, but not be limited to: use of ranges, ovens, sinks, refrigerators, freezers, counters, and storage areas. Each kitchen will be reserved for the exclusive use of the Customer during their designated time.

## PRICING

The pricing on the website, [www.elixirkitchenspace.com](http://www.elixirkitchenspace.com), at the time of the reservation is what the Customer will be charged unless there is a separate written agreement between Elixir and the Customer.

## SECURITY

Elixir is not responsible for the security of any equipment or supplies provided by the Customer. Storage space can be secured by the Customer at their discretion; however Elixir must be provided access to any secured areas

## CUSTOMER'S RESPONSIBILITIES

The Customer is solely responsible for following all applicable local, state, and federal statutes; and any local, state, or federal taxes arising from any products or services that were produced at Elixir. All profits from such products or services shall be the property of the Customer. Customer assumes responsibility for all production risks, including problems arising from the kitchens and or equipment at Elixir. Elixir is not responsible for any disruptions in volume commitments due to equipment malfunctions. Elixir is only responsible for providing the services above, which does not include ingredients, recipes, etc.

## LIABILITY OF CUSTOMER

Elixir 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 Elixir and its employees from any and all claims, costs, and liabilities arising from, in connection with, or related to: damages or injuries to persons (including death) or property in, upon, or

about the Elixir premises, any portions thereof, or resulting from the sale distribution, consumption, and other use of any service provided or product manufactured at Elixir for or by the Customer.

#### DAMAGES TO ELIXIR PROPERTY; LIABILITY INSURANCE

Customer will be responsible for all damages caused by the Customer, whether intentional, negligent, or accidental, to Elixir's premises or equipment and will pay for such damages upon demand by Elixir. In the event the Customer damages beyond repair or destroys any of Elixir's equipment, Customer agrees to pay full replacement value for such damaged or destroyed equipment. Customer will maintain a minimum of \$1,000,000 of product liability insurance and general liability insurance with Elixir Enterprises LLC listed as an additional named insured. Customers will provide proof of insurance to Elixir management prior to entering into this agreement. Any deviation from this policy must be approved in writing by Elixir.

#### NOTICE OF CONDITIONS

Customer agrees to immediately notify Elixir of any dangerous conditions at the facility or any malfunctions of equipment.

#### FOOD AND EQUIPMENT SAFETY AND SANITATION

Elixir requires at least one individual to have a Food Managers Certificate issued by the City of Fort Worth. All other employees of the Customer working in the kitchen must have a valid Food Handlers Card from the City of Fort Worth.

#### DEFAULT

Customer shall abide by the terms of this Operating Agreement and Elixir's Policy Guidebook, a copy of which has been provided to Customer and the terms of which are incorporated herein by reference. A violation, breach, or failure to keep or perform any conditions of this Operating Agreement or Elixir's Policy Guidebook shall not continue more than three (3) days after the situation is specified in written notice to the Customer from Elixir. As time is of the essence, the Customer will have three (3) days after written notice from Elixir to remedy any situation that is brought to the attention of the Customer. If more than three (3) days pass without any corrective action taken by the Customer, Elixir may declare Customer's rights terminated with no further notice. Furthermore, Elixir may repossess and remove Customer's property. The Customer will be charged any reasonable storage costs.

#### ASSIGNMENT

This agreement is solely between Elixir and the Customer. The Customer shall not transfer privileges, services, or use of Elixir.

#### TERMINATION

Notwithstanding any provision contained in this Agreement, Elixir may, in Elixir's sole and absolute discretion terminate this Agreement without further liability by delivering 24 hours written notice to Customer.

**NON-BINDING UNTIL FULLY EXECUTED**

This Agreement is not and will not be binding on either party until and unless it is fully executed by both parties.

**TERM**

This Operating Agreement and Policy Guidebook will be valid until one of the parties terminates the agreement, or until a revised version is made available by Elixir. Elixir may, upon request, have the Customer sign a revised version of this agreement.

**VIDEO SURVEILLANCE**

Customer acknowledges that Elixir’s premises will be under video surveillance at all times. Any attempt to interfere or tamper with video surveillance equipment shall result in the immediate termination of this agreement.

TO EVIDENCE THEIR AGREEMENT, THESE PARTIES HAVE SUBSCRIBED THEIR NAMES TO BE EFFECTIVE THE DATE THIS AGREEMENT IS FULLY EXECUTED.

**CUSTOMER**

**ELIXIR KITCHEN SPACE**

Company name: \_\_\_\_\_

Elixir Enterprises LLC, DBA Elixir Kitchen Space

a(n) \_\_\_\_\_

A Texas Limited Liability Corporation

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Address: 3789 N Beach St, Suite 209

\_\_\_\_\_

Fort Worth, TX 76137

Email: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

Date: \_\_\_\_\_