



**COMMISSARYCONNECT**  
connecting local food

Commissary Connect Innovations Inc  
602-1212 Howe St,  
Vancouver, BC

*the lazy Gourmet*

Lazy Gourmet Inc  
1545 West 3<sup>rd</sup>,  
Vancouver, BC

## MEMBERSHIP AGREEMENT

<b>MEMBER'S NAME:</b> Jeffrey Ma		<b>DL #</b>	
<b>MEMBER'S ADDRESS:</b>			
<b>TEL:</b>		<b>CELL:</b> 604-765-8111	<b>EMAIL:</b> jeffrey@komoeats.com
<b>COMPANY NAME:</b> Komo Plant Based Comfort Foods, Inc.		<b>WEBSITE:</b> https://komocomfortfoods.com	
<b>COMPANY'S PRODUCT(S):</b> Plant Based Foods			
<b>KITCHEN LOCATION(S)</b>		1605 West 5 <sup>th</sup> Vancouver	
<b>WORKSTATION</b> (IF 'SHARED' COMPLETE SCHEDULE A FOR TIMES):		<input checked="" type="checkbox"/> Private Workstation	<input type="checkbox"/> Shared Workstation : <input type="checkbox"/> ½ Station <input type="checkbox"/> ¼ Station <input type="checkbox"/> Super light <input type="checkbox"/> Other:
<b>ADDITIONAL FACILITIES</b> (CHECK ALL APPLICABLE):		Extra Dry Storage Rack (# _____)	Extra Cooler Rack (# _____)
		Extra Fridge / Freezer (# _____)	Heavy Equipment ( _____ )
<b>INITIAL TERM:</b>		<input type="checkbox"/> 1 Year <input checked="" type="checkbox"/> 6 months <input type="checkbox"/> Other: _____	
<b>TERM START DATE:</b>			
<b>MONTHLY BASE FEE:</b>		Workstation(s): Custom Station 1.5 Sized    \$ 3500	
		Extra Facilities:	
		Extra Dry Storage Rack(s)	\$
		Extra Cooler Rack(s)	\$
		Extra Fridge / Freezer(s)	\$ 150 to start in Sept
		Total Monthly Base Fee: 3500	
		Goods and Services Tax (GST): 175	
		<b>Total Monthly Base Fee + GST:</b> 3675.00 (6 months)	
		Deposit to be collected (Base Rent +15%)    \$ 4226.25	

The Joint Venture between Commissary Connect Innovations Inc. and The Lazy Gourmet Inc. ("The Commissary Gourmet") and the member described above (the "Member") hereby agree as follows:

- A. The Member promises to rent the Workstation and Additional Facilities described above (collectively, the "Facilities") from The Commissary Gourmet for the Term (as defined below), and promises to pay throughout the Term, by the seventh (7th) day of each month, the Monthly Base Fee described above, together with all other charges provided for in this Membership Agreement and applicable taxes. The deposit described above (the "Deposit") will be held by The Commissary Gourmet, without interest, as a security deposit. The Deposit may be applied to cure any defaults by the Member during the Term, or refunded at the end of the Term provided that the Member has fully complied with this Membership Agreement;
- B. In addition to the Monthly Base Fee, the Member will pay for all Common Kitchen Appliance(s) (as defined below) used by the Member each month, based upon the Member's use and the standard usage charges for the Common Kitchen Appliance(s) established by The Commissary Gourmet from time to time. The Commissary Gourmet will invoice the Member on a monthly basis;
- C. This Membership Agreement may not be terminated by the Member prior to the end of the Initial Term described above, except as otherwise explicitly set out in this Membership Agreement. If the Member continues to occupy or use the Facilities following the expiration of the Initial Term, this Membership Agreement will be considered to be extended on a month-to-month basis until terminated by either party by providing one (1) full calendar month's written notice. During any such month-to-month extension period, the Monthly Base Fee will be adjusted to reflect The Commissary Gourmet's then standard rates for month-to-month rentals of the Facilities. In this Membership Agreement, "Term" means the Initial Term described above and any additional rental period following the expiration of the Initial Term (including any renewal or extension of this Membership Agreement); and
- D. The standard terms and conditions printed on the reverse of this document or attached to this document, as well as any schedules with special terms, form part of this Membership Agreement and are binding on the Member.

<p><b>COMMISSARY CONNECT INNOVATIONS INC.</b></p>  <p>Per: <u>"Sarab Mund"</u></p> <p>Date: <u>5/7/2021</u></p>	<p><b>MEMBER:</b></p>  <p>Per: <u>"Jeffrey Ma"</u></p> <p>Date: <u>March 25, 2021</u></p>
<p><b>THE LAZY GOURMET INC.</b></p>  <p>Per: <u>"The Lazy Gourmet Inc."</u></p> <p>Date: <u>March 22nd, 2021</u></p>	

## **STANDARD TERMS AND CONDITIONS**

### **1. DEFINITIONS**

In this Membership Agreement, the terms which are defined on page 1 of this Membership Agreement will have the meanings so provided for them, and the following terms will have the following meanings:

- 1.1. "Common Areas" means the washrooms, hallways, locker rooms, loading bays, walkways and lunchrooms located on the applicable Kitchen Location(s) for the use of all members and also includes any other areas located on the applicable Kitchen Location(s) that The Commissary Gourmet may designate from time to time as a Common Area for the use of all members.
- 1.2. "Common Kitchen Appliances" means industrial dishwashers, walk-in coolers, fast freezers and chillers, ranges, industrial mixers, convection ovens, burners, industrial stock pot burners and other such appliances that The Commissary Gourmet may, in its sole discretion, add to the applicable Kitchen Location(s). The number and type of Common Kitchen Appliances available at the applicable Kitchen Location(s) may, from time to time, change at the sole discretion of The Commissary Gourmet.
- 1.3. "Confidential Information" means all information regarding The Commissary Gourmet or any of its assets, businesses, techniques, software, hardware, business or affairs, which The Commissary Gourmet considers to be confidential, proprietary or non-publicly available and which is either disclosed directly or indirectly by The Commissary Gourmet to the Member, or obtained or compiled by the Member in any other manner or from any other person, whether in oral, written, graphic, schematic or electronic form, and which may include without limitation: information, data, materials, analysis, marketing plans and strategies, business plans, financial information, business activities, business practices, methods of operation, pricing, inventions, research, computer hardware or software, improvements, concepts, ideas, processes, know-how relating to products or services, information concerning personnel, research and development, intellectual property, process or methods and trade secrets. Confidential Information does not include information which: (i) is or becomes generally available to the public other than as a result of disclosure by the Member, (ii) can be established, by suitable documentation or other sufficient evidence, to have been in the possession of the Member prior to disclosure by The Commissary Gourmet from a source not known to be bound by this Membership Agreement or other obligations of secrecy, or (iii) becomes available to the Member from a source other than The Commissary Gourmet, if such source is not known by the Member to be bound by a confidentiality agreement or other obligation of secrecy.
- 1.4. "Food Safe Level" refers to the level of training and accreditation a person has attained with respect to proper food handling, sanitation and work safety in a food service operation through the Food Safe training program in British Columbia.
- 1.5. "Kitchen Location(s)" means the Kitchen Location(s) indicated on page 1 of this Membership Agreement where the Facilities are located, and all buildings, fixtures and improvements from time to time located thereon.
- 1.6. "Workstation" means unless otherwise indicated in this Membership Agreement, one (1) stainless steel 6' x 2.5' table, two (2) dry storage racks, one (1) cold storage rack located in a cold storage facility and two (2) 12-amp electrical outlets.

### **2. WORKSTATIONS, ACCESS AND FEES**

- 2.1. Private Workstations. If the Member indicates on page 1 of this Membership Agreement that they wish to have a private Workstation, then the Member and their employees and agents engaged in the production of the Member's Products will have access to the private Workstation twenty-four (24) hours a day, seven (7) days a week, and the Workstation will be for the exclusive use of the Member, subject to the limitations set forth in this Membership Agreement.
- 2.2. Shared Workstations. If the Member indicates on page 1 of this Membership Agreement that they wish to share a Workstation, then the parties will attach a schedule to this Membership Agreement that will designate the times and days when the Member and their employees and agents engaged in the production of the Member's Products may use the Workstation.
- 2.3. Change of Workstation. The Commissary Gourmet may, in its sole discretion and at any time, transfer or move the Member to another Workstation located at the same Kitchen Location.
- 2.4. Other Employees. Non-production employees, guests or other persons may only access the applicable Kitchen Location(s) with prior notice to and permission from The Commissary Gourmet.
- 2.5. Common Areas. The Member and their employees will have the right to use the Common Areas in common with other members. Except for damage caused by the Member or any of its employees or contractors (for which the Member is solely responsible), The Commissary Gourmet will be responsible for the day to day cleaning, repair and maintenance of the Common Areas and the building/infrastructure at the Kitchen Location(s). The Commissary Gourmet may from time to time, acting reasonably, make changes to the Common Areas and may establish rules and regulations concerning the same.
- 2.6. Common Kitchen Appliances. The Member and their employees will have the right to use the Common Kitchen Appliances subject to the terms and conditions in this Membership Agreement, in common with the other members at the applicable Kitchen Location(s). The Member will be charged for the use of the Common Kitchen Appliances in addition to the Monthly Base Fee as outlined in Schedule "D".
- 2.7. Booking the Use of Common Kitchen Appliances. The Member must book the use of the Common Kitchen Appliances with The Commissary Gourmet in advance of the use of any of the Common Kitchen Appliances. Even if the Member books the use of a Common Kitchen Appliance in advance, The Commissary Gourmet cannot guarantee the availability of the Common Kitchen Appliance for the Member's use and The Commissary Gourmet will be in no way held responsible for any loss or damage of any kind that arises from the Common Kitchen Appliances being unavailable for use by the Member for any reason whatsoever.
- 2.8. Maintenance and Repair. The Commissary Gourmet will use commercially reasonable efforts to maintain the Common Kitchen Appliances, normal wear and tear excepted, however The Commissary Gourmet will have no liability or responsibility for any loss or damage of any kind that arises from the Common Kitchen Appliances being out of repair for any reason whatsoever. If any repairs are required to any Common Kitchen Appliances as a result of any

failure by the Member or its employees or agents to properly use or clean the same or as a result of any damages caused to the same by the Member or their employees or agents, the Member will be solely responsible for all costs of repair and will reimburse The Commissary Gourmet on demand for the same.

- 2.9. Common Kitchen Appliance Invoice. The Member will be charged for the use of Common Kitchen Appliances in the month following such use (i.e. the charges for the use of Common Kitchen Appliances in January will be included in the February invoice).

### 3. DEPOSIT

- 3.1. Deposit. The Deposit will be held by The Commissary Gourmet, without interest, as a security deposit. The Deposit may be applied in whole or in part to any amounts payable by the Member for any reason during the Term, and any remaining balance will be refunded to the Member at the end of the Term provided that the Member has fully complied with this Membership Agreement. If any portion of the Deposit is applied by The Commissary Gourmet during the Term, the Member will immediately restore the portion of the Deposit so applied.

### 4. TERMINATION RIGHTS

- 4.1. Termination by The Commissary Gourmet. The Commissary Gourmet may terminate this Membership Agreement at its option:

- (a) if the Member fails to pay any amount due hereunder as and when due, whether or not The Commissary Gourmet has made formal demand for payment;
- (b) if the Member is in default of any of its obligations under this Membership Agreement other than payment obligations (to which (a) above applies) and the Member fails to remedy the breach(es) to The Commissary Gourmet's reasonable satisfaction within five (5) days of written notice to do so;
- (c) if the use or occupation of the Facilities or any act or omission by the Member or any employee or other person permitted by the Member to be in the applicable Kitchen Location(s) causes any insurance policy maintained by The Commissary Gourmet to be cancelled or suspended;
- (d) if any of the applicable Kitchen Location(s) or Facilities are destroyed or damaged and The Commissary Gourmet determines that the required repairs will take longer than 120 days.

- 4.2. Termination by the Member. The Member may terminate this Membership Agreement at their option:

- (a) if The Commissary Gourmet is in default of any of its obligations under this Membership Agreement and fails to remedy the breach(es) within five (5) days of written notice to do so, subject to section 6.7 below regarding force majeure; or
- (b) if any of the applicable Kitchen Location(s) or Facilities are destroyed or damaged and The Commissary Gourmet determines that the required repairs will take longer than 120 days.

- 4.3. Repairs. Unless the Membership Agreement is terminated under section 4.1 or 4.2, in the event of any damage or destruction of the Facilities, The Commissary Gourmet will use reasonable diligence to complete the rebuilding and repairing of the Facilities (not including any property belonging to the Member or any of its employees or agents), subject always to receipt of insurance proceeds to enable it to do so. Such rebuilding and repairing will be carried out in the manner determined by The Commissary Gourmet in its discretion, and The Commissary Gourmet will not be obligated to rebuild or repair the Facilities to their original form or replace any or all Common Kitchen Appliances existing at the commencement of the Term where it elects not to do so.

### 5. OBLIGATIONS OF THE MEMBER

Throughout the Term the Member will:

- 5.1. Waste Disposal. Dispose of all waste they produce at the applicable Kitchen Location(s) at a location and in a manner which The Commissary Gourmet will, from time to time, designate;
- 5.2. Clean Facilities. Keep all Facilities, all of the ingredients, equipment and supplies owned by the Member, and all Common Kitchen Appliances used by the Member or its employees or agents in a good and proper state of repair, normal wear and tear excepted, and in a clean and sanitary condition as required by this Membership Agreement and the laws of the municipality in which the applicable Kitchen Location(s) are located, and in accordance with all directions, rules and regulations of The Commissary Gourmet or any health officer, fire marshal, building inspector or other officer having jurisdiction. If the Member breaches this obligation, The Commissary Gourmet may (but is not obligated to) undertake the cleaning the Member has failed to do and dispose of any ingredients, equipment and supplies owned by the Member which have not been cleaned or stored as required by this section, and the Member will reimburse The Commissary Gourmet on demand for all of its costs and expenses in so doing;
- 5.3. Certificate Holder. Ensure that a Food Safe Level 1 or Food Safe Level 2 certificate holder is present at all times when making use of the Facilities or the Common Kitchen Appliances and that all health standards are adhered to in relation to food handling, cooking, transporting, holding and sanitizing. The Member will at any time upon The Commissary Gourmet's request provide a copy of the Member's local health authority inspection approval;
- 5.4. Assignment. Not pledge or assign this Membership Agreement or permit anyone other than the Member's employees to use any Facilities or the Common Kitchen Appliances without the prior written consent of The Commissary Gourmet.

For the purposes of this section a change of control of a Member which is a body corporate will be considered to be an assignment of this Membership Agreement for which consent is required;

- 5.5. Alterations. Not undertake any installation, construction or alteration of or within the application Kitchen Location(s) without The Commissary Gourmet's prior written approval in each case;
- 5.6. Observe the Law. Fully observe and comply with all present and future laws, ordinances, requirements, orders, directions, rules and regulations applicable to the Member's use or occupation of the Facilities, applicable Kitchen Location(s) and/or any products produced by the Member therefrom;
- 5.7. Insurance. Take out and keep in force during the Term public liability and property damage insurance, including personal injury liability, contractual liability, owned and non-owned automobile liability and owners' and contractors' protective insurance coverage and commercial general liability insurance, with respect to the applicable Kitchen

Location(s), the Facilities and the Member's operations therefrom, such policies to be written on a comprehensive basis and the limits of public liability and property damage shall not be less than THREE MILLION DOLLARS (\$3,000,000.00) per occurrence. All such insurance must be satisfactory to The Commissary Gourmet and include such terms and conditions, including naming 'Commissary Connect Innovations Inc' and 'The Lazy Gourmet Inc' as additional insured and waiving rights of subrogation, as The Commissary Gourmet may require;

- 5.8. No Nuisance. Not do or permit to be done in or about the applicable Kitchen Location(s) anything which constitutes a nuisance or which causes grievance, damage or disturbance of The Commissary Gourmet or any of the other members at the Kitchen Location(s);
- 5.9. Utensils. Supply their own utensils, tools and other equipment that is required for the Member's use of the Facilities;
- 5.10. Signs. Not erect signs or other advertising material in, on or about the Kitchen Location(s) without the written consent of The Commissary Gourmet;
- 5.11. Indemnification. Indemnify, defend and hold harmless The Commissary Gourmet against any and all suits, actions, liabilities, costs, claims or damages suffered or incurred by The Commissary Gourmet with respect to or arising out of:
  - (a) The use or occupation by the Member or any employee or person permitted by the Member to be therein of the Facilities or any Kitchen Location(s);
  - (b) The use by the Member or any employee or person permitted by the Member of the Common Kitchen Appliances;
  - (c) Any product produced by the Member in or from the Facilities or any Kitchen Location(s);
  - (d) Any breach by the Member or any of its employees or others for whom the Member is responsible of any term or condition of this Membership Agreement,including any and all claims for bodily injury, negligence or property damage;
- 5.12. Permitted Use. Use the Facilities in the applicable Kitchen Location(s) for the sole purpose of producing the Member's Products. The Member will not prepare any foods other than those stated in this Membership Agreement and will not process, prepare or package any items for another person without the written consent of The Commissary Gourmet. The Commissary Gourmet will act reasonably in considering any proposed changes in the Member's Products, but The Commissary Gourmet's decision will take into account factors such as the compatibility of the proposed product with the applicable Kitchen Location(s) facilities, other members' products, and other matters which The Commissary Gourmet considers appropriate; and
- 5.13. Confidentiality. Treat all Confidential Information as secret and confidential and keep the Confidential Information secure to the same extent that a careful and prudent person would treat secret and confidential information relating to its own business and affairs. The Member will not use any Confidential Information or attempt to "reverse-engineer" or adapt any Confidential Information for any other purpose. The Member will ensure that all affiliated entities, shareholders, directors, officers, employees, agents, and representatives of the Member with access to the Confidential Information comply with these confidentiality obligations to the same extent as the Member. The Member will immediately notify The Commissary Gourmet if any loss, theft, or unauthorized disclosure, reproduction, or use of any Confidential Information comes to the attention of the Member. The limitations in this section will not apply to prevent disclosures which the Member is legally obligated to make, as long as the Member notifies The Commissary Gourmet of the proposed disclosure in writing and in advance. These obligations regarding the confidentiality of the Confidential Information will survive the termination of this Membership Agreement and will remain binding on the Member and its affiliated entities, shareholders, directors, officers, employees, agents, and representatives. Without limiting the generality of the foregoing, all inventions, modifications and improvements made to the Confidential Information will become and remain the sole property of The Commissary Gourmet.

## **6. GENERAL PROVISIONS**

- 6.1. Members Rules. The Member will throughout the Term comply, and cause its employees and agents to comply, with the Members Rules attached to this Membership Agreement as Schedule "B", as such Members Rules may be modified, supplemented or replaced by The Commissary Gourmet from time to time. The Member acknowledges that a breach of the Members Rules will constitute a breach of this Membership Agreement.
- 6.2. Exclusion of Liability. Unless caused by the negligence of The Commissary Gourmet or its employees or agents, The Commissary Gourmet is not liable for the death of or injury to the Member or any employee, agent, customer, contractor or other invitee of the Member or anyone else permitted by the Member to use the Facilities or be in or about any Kitchen Location(s), nor for the loss of or damage to property (including food recipes, ingredients and supplies) of the Member or others, whether such loss or damage is caused by theft or any other cause whatsoever. Without limiting the generality of the foregoing, The Commissary Gourmet is not responsible for death, injury, loss or damage of or to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the Kitchen Location(s) or Facilities. All property (including food recipes, ingredients and supplies) of the Member kept or stored at the Kitchen Location(s), including any kept or stored in any Common Kitchen Appliances, is kept or stored at the sole risk of the Member.
- 6.3. Interest. If the Monthly Base Fee or any other amounts payable hereunder are not paid as and when due, the unpaid amounts will bear interest at a rate of 2% per month, compounded monthly (26.8242% per annum), on the unpaid amount calculated from the date that it was due until it is paid in full.
- 6.4. Payments to The Commissary Gourmet. All payments required to be made by the Member under or in respect to this Membership Agreement will be made by cheque payable to "Commissary Connect Innovations Inc.", by electronic transfer to Sarb@CommissaryConnect.com or by any method or at such place or places as The Commissary Gourmet may designate in writing to the Member or to such agent or agents of the Member as The Commissary Gourmet will hereinafter from time to time direct in writing to the Member.
- 6.5. Relationship of Parties. This Membership Agreement is a strictly independent contractual relationship. This Membership Agreement is not a lease or tenancy agreement and confers no interest in land nor does it create in favour of the Member any common law rights or remedies of a tenant. The Member and The Commissary Gourmet are not partners, joint venturers or in any other relationship other than parties to an independent, arms-length contract.
- 6.6. Notice. All notices pursuant to this Membership Agreement will be in writing and shall be sufficiently given if delivered

to The Commissary Gourmet at the address which it has designated for payments from time to time, or to the Member at its address shown on the first page of this Membership Agreement. Notices which are delivered outside of normal business hours or on a Saturday, Sunday or statutory holiday in British Columbia will be deemed to have been delivered on the next regular business day. If The Commissary Gourmet or the Member have designated an email address for notice purposes, a notice which is emailed to the designated address will be valid for the purposes of this agreement unless regular email service has been interrupted for any reason.

- 6.7. Force Majeure. The Commissary Gourmet is not liable whenever and to the extent that The Commissary Gourmet is unable to fulfil, or is delayed or restricted in the fulfilment of any obligation under this Membership Agreement by reason of any forces outside the reasonable control of The Commissary Gourmet.

**SCHEDULE "A"**

**MEMBER OPERATING TIMES**

Private Station - Available 24/7

<b>Day of Week</b>	<b>Start Time</b>	<b>End Time</b>	<b># of Hours</b>
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			
Sunday			
Total Hours:			

**SCHEDULE "B"**

**MEMBERS RULES**

1. Members will comply with all safety, fire and health regulations that apply to them. Members will not do or neglect to do anything that would create a safety, fire or health hazard.
2. Members will not at any time use the Facilities or applicable Kitchen Location(s) for any illicit or criminal purposes, nor will Members permit any prohibited substances from being brought on to the applicable Kitchen Location(s).
3. Members will not keep stores of hazardous, combustible or offensive goods, provisions or materials on the applicable Kitchen Location(s).
4. Members will not willfully or negligently damage the Facilities, any Common Kitchen Appliances, or anything contained within the applicable Kitchen Location(s).
5. Members will maintain the Facilities in a clean, orderly, and sanitary condition and will keep the Facilities free of contaminants, insects, rodents, vermin and other pests. Members will ensure that they leave the Kitchen Location(s) in a clean, orderly and sanitary condition after each use, and without limitation neither they nor any of their employees or others they permit to be in or about the Facilities will leave any refuse, dirty dishes or other mess or clutter in or about any Common Areas. Members will dispose of all empty boxes and trash not removed by any janitorial service (if applicable) by depositing the such trash in trash receptacles located at the applicable Kitchen Location(s) and designated as such by The Commissary Gourmet. Empty boxes will be flattened prior to placement in trash receptacles.
6. Members will not attempt to contravene any policies or procedures in an effort to end or reduce amounts payable to The Commissary Gourmet.
7. Members will give prompt notice to The Commissary Gourmet of any accidents and/or defects in any water, heater, plumbing system, equipment, electrical fixtures, roof, the exterior structure or other structure related to the Facilities and/or the applicable Kitchen Location(s).
8. If a Member's permitted use described in its Membership Agreement attracts rodents, or other animals or insects, in the opinion of The Commissary Gourmet, the Member will be required to reimburse The Commissary Gourmet for The Commissary Gourmet's costs to exterminate the rodents, animals or insects. Members will immediately notify The Commissary Gourmet of any such problem with rodents, animals or insects anywhere in the Kitchen Location(s).
9. The Commissary Gourmet will not be responsible for lost or stolen personal property, equipment, money or jewelry from the Facilities or the applicable Kitchen Location(s) regardless of whether such loss occurs when the Facilities or the applicable Kitchen Location(s) are protected against entry or not.
10. Members and their agents, employees, contractors, visitors and invitees will not block, obstruct or use at any time, except for access purposes, the Common Areas of the applicable Kitchen Location(s), or allow rubbish, litter, trash, deliveries, vehicles, machinery, empty boxes or materials of any nature to be placed, parked (except in designated and approved areas), emptied, stored or thrown into any Common Areas.
11. No objects larger or heavier than the Facilities and applicable Kitchen Location(s) are designed to carry will be brought into or installed on the Facilities or the applicable Kitchen Location(s). The Commissary Gourmet will have the power to prescribe the weight and position of such objects and require them to be supported by such additional materials as The Commissary Gourmet directs, and at the sole expense of the applicable Member.
12. Members will obey all parking control measures as may be implemented by The Commissary Gourmet through the use of signs, identifying decals or other instructions. Members will not use driveways, parking areas or any other Common Areas for the cleaning, washing, servicing or repair (such as oil changes) of automobiles or any other type of vehicle. Members will not park or idle any vehicle in the parking area in any way which impedes access or egress to the applicable Kitchen Location(s).
13. Members will not keep or permit animals in or about the Facilities or applicable Kitchen Location(s). Properly licensed service animals may be excepted with the prior written permission of The Commissary Gourmet on such terms as it may determine to be appropriate to maintain food safety.
14. Members will ensure that doors of the applicable Kitchen Location(s) are closed and securely locked before leaving the Kitchen Location(s), and Members will ensure that all water faucets or water apparatus are entirely shut off before the Member or the Member's employees leave the building, and that all electricity, gas and air conditioning shall likewise be carefully shut off, so as to prevent waste or damage. The toilets, sinks and other water fixtures shall not

be used for any purpose other than those for which they were constructed and any damage resulting to them from misuse, or the defacing or injury of any part of the applicable Kitchen Location(s) will be borne by the Member who (or whose employees or invitees) caused the damage.

15. Canvassing, soliciting and peddling on or around the applicable Kitchen Location(s), including but not limited to, the sidewalks, driveways, parking areas, and/or common areas are prohibited. Members will cooperate to prevent the same.
16. No portion of any Kitchen Location(s) may at any time be used as sleeping or lodging quarters.
17. All smoking and vaping in any Kitchen Location(s) is strictly prohibited. Members and their agents, employees, visitors and invitees who desire to smoke or vape may do so only if it outside and is a reasonable distance from any entrance, window, ventilation system or other opening to ensure that second-hand smoke does not enter any building and/or applicable Kitchen Location(s) and to ensure that persons entering or leaving any building and/or applicable Kitchen Location(s) are not subjected to breathing second-hand smoke.
18. Members will notify The Commissary Gourmet, in writing, if the Member is conducting business under any name(s) other than as stated in their Membership Agreement.
19. The Commissary Gourmet reserves the right, at any time, to rescind or temporarily suspend any one or more of these Members Rules, or to make such other and further reasonable rules and regulations, which in the The Commissary Gourmet's judgment, may from time to time be advisable for the safety, care, cleanliness and use of any Kitchen Location(s), and for the preservation of order therein.

**SCHEDULE "C"**

**SPECIAL TERMS**

**None**

**SCHEDULE "D"**

**APPLIANCE RATES**

<b>Appliance</b>	<b>\$/hour</b>
Convection Oven	\$1.35
Fryer	\$1.50
Flat top	\$1.00
6 Burner Range	\$1.00
Double Low Burner	\$1.75