



**CO-PACKING MEMBER
SERVICES AND LICENSING AGREEMENT
HOPE & MAIN
WARREN, RHODE ISLAND
PROVIDENCE, RHODE ISLAND**

This **SERVICES AND LICENSING AGREEMENT** (“Agreement”) is by and between the licensee(s) identified on the signature block of the Agreement (“Licensee”) and HOPE & MAIN (“HOPE & MAIN”). As used herein, “you” and “your” refer to the Licensee and “we” and “our” refer to HOPE & MAIN. Each of Licensee and HOPE & MAIN is a “Party” and HOPE & MAIN and Licensee are collectively “Parties.” For good and valuable consideration, the sufficiency of which is hereby acknowledged, Licensee and HOPE & MAIN hereby agree to the following terms and conditions.

1. **PREMISES:** The address and location of the Premises to which Licensee shall have license to use and access pursuant to this Agreement is/are as follows (“Premises”).
 - Yes ___ No ___ HOPE & MAIN (691 Main St, Warren RI 02885)
 - Yes ___ No ___ HOPE & MAIN (569 Main St, Warren RI 02885)
2. **COMMENCEMENT:** This Agreement commences on the ___ day of _____ 20___ (“Commencement Date”) and is effective after each Party has signed (“Effective Date”).
3. **LICENSE:** Commencing on the Commencement Date and continuing month-to-month (i.e., monthly), HOPE & MAIN hereby grants you, and you hereby accept from HOPE & MAIN, a revocable and limited license to access and use the Premises and facilities located at HOPE & MAIN for food preparation, food production or other food business-related purposes. This license is expressly limited as provided for by the Agreement and its Incorporated Documents. The Agreement and/or license does not create a possessory interest or tenancy of any kind. You may use the Premises for no other purpose than set forth in the Agreement without prior written permission from HOPE & MAIN. Licensee shall not use HOPE & MAIN Premises in violation of any state or federal ordinance or law, or in any manner disruptive to HOPE & MAIN or its other licensees.
4. **FACILITIES.** HOPE & MAIN provides use of the Premises and facilities and services including, but not be limited to, use of shared-use kitchens and all equipment located in the kitchen space; refrigerators, freezers, individual storage areas; preparation space and meeting rooms; loading dock and elevator; and other such services as described in the HOPE & MAIN Rate Sheet (“Rate Sheet”) and subject to the rates specified in the Rate Sheet. HOPE & MAIN will not provide all the equipment that may be necessary for production. Licensees may need to provide their own required utensils, tools, supplies, or other specialized equipment. As reasonable at its sole discretion, HOPE & MAIN will pay for all general operations fees, including heating, ventilation, and air conditioning (HVAC), electricity, water and sewer, waste disposal and internet service.
5. **RATE AND FEES.** You will be charged in accordance with your quote. Monthly fees are invoiced retroactively and due and payable upon receipt. Licensee will timely pay all fees invoiced to it or otherwise due, including all applicable taxes. Use of HOPE & MAIN Premises and facilities will not be permitted unless the Licensee’s account is current. Prices, rates, and fees charged by HOPE & Main may be adjusted over time by HOPE & MAIN at its sole discretion. HOPE & MAIN uses its best efforts to provide communication about anticipated price, rate, and/or fee changes well in advance to enable Licensees to budget accordingly. All charges on the invoice shall be final if not questioned in writing to HOPE & MAIN within 3 days of the invoice date.
6. **INCORPORATED DOCUMENTS.** By and through its below signatures, Licensee agrees to the terms and provisions of the HOPE & MAIN Standard terms and other and additional listed documents and HOPE & MAIN policies, including without limitation those listed below, all of which are fully incorporated herein by reference and made part of the Agreement (“Incorporated Documents”). Violation of any Incorporated Document may result in immediate termination from the HOPE & MAIN and/or the Agreement.



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- HOPE & MAIN Standard Terms
- HOPE & MAIN Confidentiality Agreement
- HOPE & MAIN House Rules
- HOPE & MAIN Quote Sheet
- HOPE & MAIN Gluten Free Standard Operating Procedures

7. **MODIFICATIONS.** Maintaining a safe, productive, and innovative environment and culture, and sustainable organization, and workplace at HOPE & MAIN will require adjustments to the terms of the Agreement and its Incorporated Documents from time to time. If HOPE & MAIN needs to make any such changes, HOPE & MAIN will provide written notice of such changes. Licensee shall inform HOPE & MAIN of all specific changes it does not find acceptable in writing within 7 business days of notice or is deemed to have accepted all such terms and/or changes to the Terms of this Agreement. HOPE & MAIN reserves the right at its sole discretion to decline to renew the Agreement and/or terminate the Agreement pursuant to its applicable provisions if Licensee does not agree to the terms and/or any changes to the terms of the Agreement.

HOPE & MAIN

LICENSEE:

Full Name (Please Print):

Full Name (Please Print):

Organization: HOPE & MAIN

Organization:

Title:

Title:

Signature:

Signature:

DATE:

DATE



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PERSONAL GUARANTY

I, the undersigned (“Guarantor”), unconditionally and irrevocably guarantee to HOPE & MAIN all monies due under the Agreement, and unconditionally and irrevocably guarantee HOPE & MAIN the timely performance of all obligations of Licensee under the Agreement and that I will personally abide by the same. Guarantor understands and agrees that its liability hereunder shall not be affected in any way by amendment, settlement, or other agreement between Licensee and HOPE & MAIN. Guarantor agrees that HOPE & MAIN may proceed against Guarantor without first proceeding against Licensee or exhausting any security now or hereafter held by HOPE & MAIN. Guarantor waives all presentments, demands for payment or performance, notices of default, protest, acceptance of this guaranty and all other notices to which Guarantor might otherwise be entitled, and agrees to pay on demand all costs and expenses, including reasonable attorney’s fees, that may be incurred by HOPE & MAIN in enforcing this guaranty.

Full Name (Please Print):

Title: Individually and Personally

Signature:

DATE:



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**HOPE & MAIN
STANDARD TERMS**

1. **LICENSES AND PERMITS.** Licensee and its employees and any other users of HOPE & MAIN Premises shall apply in their own names for and obtain at their own expense all licenses, permits, and other approvals required by the State of Rhode Island and/or at law in connection with any particular use of the Premises during the term of the Agreement.
2. **ACCESS.** Licensee will access the Premises through the main entrance and loading dock areas of HOPE & MAIN. To gain entry to the building and interior spaces, HOPE & MAIN may provide Licensee keys, electronic swipe cards or access codes. Licensee agrees to immediately return all keys or swipe cards to HOPE & MAIN upon termination of the Agreement, and Licensee agrees that Licensee shall have no right to access or use the Premises upon termination of the Agreement, including through any continued possession of any such keys or swipe cards.
3. **INSPECTIONS.** HOPE & MAIN and its agents shall have the right to inspect HOPE & MAIN Premises at any time and reserves the right to enter kitchens, storage, or any other areas whenever HOPE & MAIN, in its sole discretion, determines such inspections to be necessary. Licensee shall submit to Department of Health inspections as often as the State Health Inspector shall require. Licensee agrees to fully cooperate with the Department of Health.
4. **FOOD EQUIPMENT, SAFETY, AND SANITATION.** Licensee and its personnel agree to participate in HOPE & MAIN's mandatory orientation on equipment safety and sanitation before using the facility. Licensee is responsible for maintaining the proper food handling, cleanliness, and safety procedures.
5. **THEFT.** HOPE & MAIN is equipped with individual storage areas. HOPE & MAIN assumes no responsibility for the security of any equipment, commodities, inventory, or other Licensee-owned supplies the Licensee may bring into the Premises for its use. Licensees are permitted to affix their own locks on the storage compartments. Due to the unpredictability of inspections by the Department of Health, a spare key or the combination must be provided to HOPE & MAIN.
6. **PROCEDURES, POLICIES & REGULATIONS.** Use of HOPE & MAIN facilities is subject to the policies and procedures adopted by HOPE & MAIN from time to time. Licensee understands and agrees to be subject to all terms of the Agreement, as well as all other posted or distributed policies and procedures regarding its use of HOPE & MAIN facilities. Violation of these policies and procedures may result in immediate termination from HOPE & MAIN and/or the Agreement.
7. **SIGNS AND ADVERTISING.** No signs or other advertising will be attached or displayed on HOPE & MAIN Premises without prior approval of HOPE & MAIN. HOPE & MAIN will not permit potentially offensive signs or other displays of any kind, including those of sexual or political nature, and reserves the right to request the removal of such items at any time.
8. **HOPE & MAIN LOGO AND AFFILIATION.** Hope & Main is open to and encourages use of the HOPE & MAIN logo and affiliation pursuant to the HOPE & MAIN standards.
9. **NO WARRANTIES; AS IS.** HOPE & MAIN makes no representations, warranties, or guarantees express or implied, including, without limitation, any warranties for the merchantability of the fitness for the intended use of HOPE & MAIN facilities or Premises, other than those contained in the Agreement. Licensee acknowledges that it has inspected the HOPE & MAIN Premises and accepts them "as is" for purposes of Licensee's use during the term of the Agreement.



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10. **DELIVERIES.** If mail or packages arrive for you at HOPE & MAIN's Premises, you give HOPE & MAIN permission to receive, sign for, and sort your mail and packages on your behalf. HOPE & MAIN will perform this work during regular business hours in shared mail and package retrieval areas. All Licensees of HOPE & MAIN have access to these areas. In certain circumstances, HOPE & MAIN may choose to deliver items to your work area, but this is not a regular service. HOPE & MAIN always endeavor to take care when handling your items, however, Licensee will not hold HOPE & MAIN and its affiliates liable for any damages. If you receive mail at the Premises and later leave, HOPE & MAIN will not itself manually forward mail to your new address unless you make special arrangements for us to do this. HOPE & MAIN will continue to accept and hold your mail and packages for a one-month grace period. If a truck delivery arrives at Hope & Main for you during business hours, HOPE & MAIN will receive it for an additional fee.
11. **ACCESS TO WORKSPACES.** You acknowledge that HOPE & MAIN's active management of the Premises and HOPE & MAIN's provision of a variety of workplace services including, where applicable, phones, internet connections, cleaning, removal of common waste, environmental health and safety services, maintenance, compliance with regulations, and so forth necessitates that HOPE & MAIN be able to access your workspaces in the same manner that your own support staff would, without advance Notice, in order to provide said services, view the condition of the workspace, make alterations and repairs and so forth. HOPE & MAIN will make reasonable efforts to ensure that such visits do not disrupt your operations.
12. **LIABILITY FOR DAMAGES.** Licensee acknowledges liability for any damage to equipment, furnishings, and any other property of HOPE & MAIN, its affiliates or their other Licensees caused by Licensee, its employees, guests, or affiliated parties, excluding damage due to normal wear and tear. Licensee agrees to pay the cost to repair or replace (at full replacement cost) the damaged property, at the discretion of HOPE & MAIN.
13. **ACCEPTABLE USE RULES AND REGULATIONS.** Licensee acknowledges that no trade or occupation shall be conducted in the workspace or use made thereof which will be unlawful, improper, or offensive, or contrary to any law or any municipal by-law or ordinance in force in the location where the Premises are located. You agree that you will not cause or permit to be caused disturbances, or situations any of which may be offensive to other Licensees or that would interfere with the normal operations of HOPE & MAIN and its other Licensees. You also agree with HOPE & MAIN that you will not use tobacco products, including electronic cigarettes or smoking devices, while in HOPE & MAIN's buildings. You agree not to send unsolicited commercial email (spam) using HOPE & MAIN's network, and to cooperate fully when requested by HOPE & MAIN to remove viruses, worms, Trojans, bots, and other malware from its computer systems. HOPE & MAIN does not permit its facilities to be used as a substitute for sleeping accommodations. Licensees are welcome to state that they are located at HOPE & MAIN's Premises and are a Licensee of HOPE & MAIN. Licensee agrees not to describe HOPE & MAIN as a business partner (or similar) without prior written permission from HOPE & MAIN. It is understood and agreed that you shall comply with any rules and regulations issued by HOPE & MAIN.
14. **NON-DISCRIMINATION.** HOPE & MAIN does not discriminate based on race, gender, religion, age, ethnic or national origin, disability, sexual orientation, or sexual identity.
15. **ETHICS, INTEGRITY, AND CONDUCT.** HOPE & MAIN reserves the right to make determinations in its sole discretion regarding acceptable standards of ethics, integrity and conduct of those who wish to enter HOPE & MAIN's Premises. Licensee and their invitees are expected to maintain and promote a respectful workplace environment. HOPE & MAIN does not permit aggressive behavior, including threats of violence be they veiled, conditional, or direct. Based on information it has, HOPE & MAIN may place an immediate access restriction



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on individuals, which could include Licensee employees, potential recruits, invitees, or other Licensee Parties. If this happens, these individuals will not be permitted to come onto the Premises of HOPE & MAIN or its affiliates. Application may be made to HOPE & MAIN for special arrangements for access where there is a compelling reason. Licensee acknowledges and agrees that, except as required by law, HOPE & MAIN may determine in its sole discretion what, if any, information it will share about the reason for such restrictions, and that generally it will not communicate such reasons.

16. ADDRESSING CONFLICT AND INAPPROPRIATE BEHAVIOR.

- a. Acknowledgement. Licensee understands that from time-to-time conflicts can occur between individuals in any shared environment such as HOPE & MAIN's, and that employees and other invitees of Licensees can be accused of inappropriate behavior in ways that require a response from HOPE & MAIN management for HOPE & MAIN to ensure a safe and supportive working environment for all. Such situations may or may not be contrary to law, and they may or may not be readily provable. If such a situation occurs, Licensee agrees that HOPE & MAIN may use its best judgment about how to resolve or eliminate the issue, with the goal of rapidly and cost-effectively ensuring an outcome that is acceptable to HOPE & MAIN and the community at large.
- b. Resolution and Outcome. Depending on the nature and severity of the allegation HOPE & MAIN receives, the information HOPE & MAIN has, the extent of readily available proof of such information or allegations, and how likely HOPE & MAIN believes the situation is to reoccur, HOPE & MAIN may elect to seek privately and confidentially to resolve the issue directly with Licensee's employee or invitee (without notifying Licensee's management) or may elect to directly involve Licensee's management. If Licensee's management is not notified, the intent is generally to protect the privacy of the accused individual where HOPE & MAIN believes the situation calls for this, in HOPE & MAIN's judgment, and can be resolved amicably and permanently. In many cases it is possible to achieve resolutions without requiring an investigation. If circumstances make an extensive investigation unavoidable, or such is required by a court or law enforcement, Licensee will be responsible for the cost of investigation of matters relating to its employees or invitees' alleged inappropriate behavior. If in HOPE & MAIN's judgment the presence of an individual would represent an ongoing hindrance to HOPE & MAIN's ability to ensure a safe and supportive environment, HOPE & MAIN will let the Licensee know that Licensee can no longer grant access to HOPE & MAIN Premises for that individual.
- c. Duty and Commitment. Licensee has a duty to HOPE & MAIN and the community at large to take care in the selection of its employees and choice of its invitees and to notify HOPE & MAIN of any situations or circumstances that it considers dangerous or which it believes could pose a threat to the safety or security of HOPE & MAIN or individuals at HOPE & MAIN. Licensee acknowledges that it is responsible for the actions of individuals that it permits to enter the Premises. Licensee agrees that HOPE & MAIN is not responsible for the economic consequences to Licensee or the accused individual because of actions taken by HOPE & MAIN in good faith to protect the community and that any losses related to Licensee Parties are the Licensee's responsibility under the indemnification section of the Agreement.

- 17. INSURANCE.** Licensee shall carry insurance issued by an insurance carrier satisfactory to HOPE & MAIN to protect the Parties hereto from all claims, demands, actions, judgments, costs, expenses, and liabilities of every kind and nature which may arise or result, directly or indirectly from the nature or activities of their business activities or the Agreement or by reason of such loss, injury or damage as covered in this Insurance Section. Licensee's insurance shall include at a minimum, without limitation, the following.



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- a. General Liability. Licensee will maintain general liability insurance with a minimum aggregate of \$2,000,000. This should include products liability, damage to Premises and personal injury insurance coverage. If a combined single limit is provided, the limit shall not be less than \$1,000,000 per occurrence and \$2,000,000 aggregate limit annually.
- b. Workers Compensation. As required by the State of Rhode Island, any Licensee that hires employees should procure Workers' Compensation Insurance for statutory obligations imposed by Workers' Compensation or Occupational Disease Laws, including Employer's Liability Insurance with a minimum limit of \$500,000. When applicable, coverage shall include The United States Longshoreman's and Harbor Workers' Compensation Act and the Jones Act.
- c. Auto Insurance. Licensee is responsible for carrying automobile liability insurance covering all owned, non-owned and hired vehicles used in connection with the work or services to be performed under the Agreement. HOPE & MAIN recommend a Bodily Injury & Property Damage Combined Single Limit of \$1,000,000 or whatever lesser amount is affordable and will adequately protect your company against the risk of liability from an accident.
- d. Property Insurance. Licensee is responsible for carrying property insurance on business and personal property and inventory, including spoilage insurance. HOPE & MAIN is not responsible for damage to or loss of property or inventory, including but not limited to spoilage that may result from flood, power, or equipment failure.

All insurance must be effective before HOPE & MAIN will authorize Licensee to operate in the facilities and shall remain in force until such operations cease. Licensee accepts the obligation to inform HOPE & MAIN of changes in insurance or insurance carrier and/or policy on a prospective basis. Licensee shall require all its contractors to carry insurance that meets the requirements specified under the Agreement and to name HOPE & MAIN as an additional insured.

18. **SUBROGATION**. Licensee hereby (i) waives on behalf of itself and its insurer(s) (none of which shall ever be assigned any such claim or be entitled thereto due to subrogation or otherwise) any and all rights of recovery, claim, action, or cause of action against HOPE & MAIN and its directors, officers, and employees for any loss or damage that may occur to or within any HOPE & MAIN Premises or facilities buildings or any improvements thereto, or any personal property of such Licensee therein which is insured against under any insurance policy actually being maintained by such Licensee from time to time, even if not required, or which would be insured against under the terms of any insurance policy required to be carried or maintained by such Licensee, whether or not such insurance coverage is actually being maintained, including, in every instance, such loss or damage that may be caused by the negligence of HOPE & MAIN; and agrees to cause appropriate clauses to be included in all of its insurance policies as necessary. To the extent Licensee's insurance carriers will not waive their right of subrogation against HOPE & MAIN, the Licensee agrees to indemnify HOPE & MAIN for any subrogation activities pursued against them by the Licensee's insurance carriers. However, this waiver shall not extend to the gross negligence or willful misconduct of HOPE & MAIN or its employees, subcontractors, or agents.
19. **CERTIFICATES OF INSURANCE**. Licensee shall submit to HOPE & MAIN certificates of insurance including renewal thereof, by each group providing insurance to Licensee to the effect that it has insured all of Licensee's liabilities under the Agreement or these Standard Terms ("Certificates").
20. **ADDITIONAL INSURED**. The Certificates will name HOPE & MAIN as an additional insured under the



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insurance policies required under these Standard Terms and provide that the insurer will not cancel or change any such policy of insurance issued to Licensee except after the giving of no less than 30 days written notice to HOPE & MAIN. Licensee shall also notify and send copies to HOPE & MAIN of all claims made under any such insurance policy.

- 21. INDEMNIFICATION AND LIABILITY.** To the greatest extent permitted by law, except for harm caused by the gross negligence or willful misconduct of HOPE & MAIN, Licensee hereby indemnifies and holds harmless HOPE & MAIN, affiliates of HOPE & MAIN, and their respective officers, employees, agents, contractors, landlords, other Licensees and property managers from any claims, liabilities, losses or damages incurred by Licensee or such persons and entities (including all attorneys' fees, costs and expenses of defense of any action or proceeding) arising out of, directly or indirectly, any claim against, incident to, or any injury to or death of the Licensee, its employees, its assigns, its agents or invitees of any of them or any damage to or loss of property of such persons or entities or related to the Agreement, its Standard Terms, or Incorporated Documents. If any court should find any person or entity indemnified hereunder liable for any loss or damage of any kind for any reason related to Licensee, employees, guests and affiliated Parties, Licensee agrees that, to the greatest extent permitted by law, the limit of such person's or entity's liability shall be the amount that Licensee has paid HOPE & MAIN under the Agreement.
- 22. MAINTENANCE.** Licensee agrees to maintain its workspaces in good condition, damage by normal wear and tear, fire and other casualty only excepted, and acknowledges that the workspaces are now in good order upon entering into this Agreement. HOPE & MAIN shall make all repairs and replacements necessary to keep the facilities and its equipment in good working condition. Any maintenance, repairs or replacements performed due to normal wear and tear will be paid for by HOPE & MAIN. Licensee will be billed the full amount of repair or replacement for damage to HOPE & MAIN facilities or equipment resulting from Licensee's improper use, negligence, or recklessness and must pay that amount within 30 days of billing. If Licensee disputes its responsibility for the damage, it must pay HOPE & MAIN within the required time and such damages may be refunded upon resolution of responsibility. HOPE & MAIN shall not be liable for any damages by reason of inconvenience or annoyance arising from, or for costs incurred by Licensee because of, the necessity of repairing any portion of the building, the interruption of the use of the Premises, or the termination of the Agreement by reason of the destruction or closing of the Premises.
- 23. ALTERATIONS.** Licensee shall not make any alterations or additions to the workspace without the prior written consent of HOPE & MAIN and shall never make structural alterations or additions. All allowed alterations shall be at Licensee's expense and shall be in quality at least equal to the present construction. Licensee shall not permit any mechanics' liens, or similar liens, to remain upon the workspace or Premises for labor and material furnished to Licensee or claimed to have been furnished to Licensee in connection with work of any character performed or claimed to have been performed at the direction of Licensee and shall cause any such lien to be released of record forthwith without cost to HOPE & MAIN or its landlords. Any alterations or improvements made by the Licensee shall become the property of HOPE & MAIN upon termination of the Agreement.
- 24. ASSIGNMENT AND RIGHTS.** Licensee shall not assign the Agreement without HOPE & MAIN's prior written consent, which may be granted or withheld in HOPE & MAIN's sole discretion. Notwithstanding such consent, Licensee shall remain liable to HOPE & MAIN for the payment of all charges and for the full performance of the covenants and conditions of the Agreement. In the event the Licensee allows any invitee to operate a workspace or conduct a business out of HOPE & MAIN's Premises without HOPE & MAIN's permission or modification of the Agreement, the Licensee hereby agrees on behalf of itself and its insurers that it will defend and indemnify HOPE & MAIN with respect to the invitee to the same extent required under the Agreement with respect to the Licensee. To avoid any potential confusion concerning whether certain entities are invitees, Licensee shall provide HOPE & MAIN with documentation concerning any of its corporate name



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changes. If Licensee wishes to do business at HOPE & MAIN's Premises under a name other than its legal name (e.g., by accepting mail under that other name or by using that other name on the sign on its workspace entry, etc.), Licensee agrees to register such name with the proper local governing authority.

- 25. SUBORDINATION.** The Agreement shall be subject and subordinate to any and all leases, mortgages, deeds, management agreements and other instruments in the nature of a lease, mortgage, deed or management agreement, existing now or at any time hereafter, a copy of such shall be furnished to Licensee at Licensee's written request, a lien or liens on the property of which the workspace is a part, and the Licensee shall, as requested by HOPE & MAIN, promptly execute and deliver such written instruments as shall be necessary to show the subordination of the Agreement to said lease, mortgage, deed, management agreement or other such instruments in the nature of a lease, mortgage, deed, or management agreement. Termination of HOPE & MAIN's lease or management agreement with the owner of the Premises will terminate the Agreement and all of HOPE & MAIN's and Licensors' obligations to the Licensee.
- 26. CONDEMNATION.** If the Premises are destroyed by fire or other cause such that the owner of the building determines not to rebuild the same or exercises any right it may have to terminate the governing lease, the Agreement shall expire at such time as HOPE & MAIN's interest in the Premises is terminated and Licensee thereupon shall surrender its workspace to HOPE & MAIN and shall pay all charges through the time of such termination. If such owner shall decide to restore or rebuild the building, and HOPE & MAIN's interest in the Premises is not terminated, the Agreement shall remain in full force and effect; however, the charges payable hereunder shall be abated in proportion to the time in which Licensee has been deprived use of its workspace. In no event shall HOPE & MAIN be liable to Licensee for any loss or damage occasioned by such fire or other cause. If the whole or substantially the whole of a building in which your workspace is located is condemned or taken in any manner for any public or quasi-public use or purpose, the Agreement shall cease and terminate as of the date of the taking of possession for such use or purpose. If less than the whole or substantially the whole of such building shall be so condemned or taken, whether Licensee's workspace is affected, then HOPE & MAIN may, at its option, terminate the Agreement as of the date of the taking of possession of such use or purpose by Notice to Licensee. Upon any such taking or condemnation and the Agreement continuing in force, the fees payable by the Licensee hereunder shall be abated in proportion to the time in which Licensee has been deprived use of its workspace. Licensee shall have no claim arising from any such taking and, without limitation, no claim against any proceeds paid on account of such taking.
- 27. TERMINATION.**
- a. *By Licensee:* One of the benefits of our offering is to give you the flexibility to be able to termination this license on short notice if your needs change. HOPE & MAIN requests that you provide as much informal notice as possible of any planned termination of the use of our services. Giving us an idea of your future will not prejudice your access to current services and may allow us to introduce you to alternative options. Over and above any informal conversations you may have with us, you agree to provide HOPE & MAIN at least 30 days' advance formal definitive written notice of termination of the Agreement ("Termination Notice") as well as of any material reduction of your use of space or services under the Agreement. Please keep in mind that once you give us formal Termination Notice, HOPE & MAIN will release that licensed space for reservation by others following the date you told us you will no longer require it. If you choose to vacate your licensed space in fewer than 30 days from the time you provide us with Termination Notice, you will still be responsible for full payment of your fees through the date that is 30 days after Termination Notice is given, regardless of whether HOPE & MAIN reuses your space for others after you vacate. If at any time HOPE & MAIN reasonably believe you have vacated, abandoned a particular space, have left it and do not plan to return to work there, and/or do not plan to continue to pay your fees, HOPE & MAIN may deem your space to be no longer licensed and vacant, HOPE & MAIN may pack up and remove any property you have left behind, and HOPE & MAIN may redeploy the space to others' use. If you do not give formal Termination Notice,



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HOPE & MAIN will deem that your Termination Notice to have been given on the date that HOPE & MAIN makes the above determination.

- b. By HOPE & MAIN: In addition to the termination provisions contained elsewhere in the Agreement, HOPE & MAIN may also terminate the Agreement, including but not limited to the Licensee's access to the Premises, immediately at any time after the following: (a) Upon ten (10) calendar days following notice of delinquency of the Licensee's failure to pay any charge or other sum due under the Agreement; (b) Licensee shall breach and/or default in the observance or performance of any other of the Licensee's covenants, agreements, or obligations hereunder and such default shall remain uncured after ten (10) calendar days following notice of the same; or (c) Licensee shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of Licensee's property for the benefit of creditors; or Licensee makes a material mis-representation to HOPE & MAIN. Further, HOPE & MAIN may, at its sole discretion and without cause, terminate this Agreement by providing at least 30 days advance formal definitive notice of the termination to Licensee.
28. **PAUSING**. From time to time, it may be necessary for Licensee of Hope & Main to pause their licenses. Hope & Main will allow Licensee in good standing to pause their license with the following criteria: 1) the time frame for pausing must be a minimum of 3 months; 2) paused Licensees are required to pay their monthly due; 3) paused Licensees are required to pay all of their monthly storage fees during the period in which they are paused; 4) Licensee must give 30 days' notice before pausing; 5) Licensee must receive confirmation from Hope & Main that they have been approved to pause; and 6) the Licensee must provide a clear end date for the pause.
29. **NOTICE**. Notice shall be defined as any notice that is delivered in writing, either by hand, by e-mail, or by physical mail to one or more responsible Parties at the Licensee, if there is a reasonable record kept thereof as relating to both the date of the communication and as to the content thereof. Such a reasonable record can include printed or electronic copies of said communications. Any notice under the Agreement that is sent by mail shall be deemed received, if properly addressed, three (3) days after any such notice is sent by certified or registered mail. Any notice under the Agreement that is sent by e-mail shall be deemed received, if delivered to the address reasonably believed by HOPE & MAIN as being that of a responsible Party at the Licensee, three (3) days after any such notice is sent, provided that no automatic response has been received from the recipient's e-mail system indicating non-receipt of the email message or unavailability of the recipient. No oral communication shall be deemed a notice under the Agreement.
30. **HOLDOVER**. Should Licensee fail to remove its effects and vacate HOPE & MAIN's Premises following the termination of the Agreement, Licensee will be obligated to pay HOPE & MAIN 200% of its regular rates, pro-rated by days, until the date Licensee vacates HOPE & MAIN's Premises.
31. **SURRENDER**. Licensee shall, prior to the expiration or other termination of the Agreement, promptly surrender to HOPE & MAIN possession of kitchen space, storage, and other spaces on the HOPE & MAIN Premises upon termination of the Agreement and remove all their property, goods, and effects from HOPE & MAIN's Premises. Licensee shall deliver to HOPE & MAIN all keys and access cards thereto. Improvements and fixtures permanently affixed to the HOPE & MAIN's Premises shall become property of HOPE & MAIN and may not be removed upon departure without express permission from HOPE & MAIN. If any property remains in the Premises after termination for any reason, it shall be deemed that it was Licensee's intent that it becomes the property of HOPE & MAIN, to use, sell or dispose of as it sees fit.
32. **DISPUTES**. HOPE & MAIN and Licensee mutually agree that any controversy or claim arising out of or relating to any aspect of the Licensee's relationship with HOPE & MAIN, or HOPE & MAIN's affiliates, or their respective officers, employees, agents, landlords, other Licensees or property manager, whether directly



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related to the Agreement or not, and whether arising before or after the date of the Agreement, which could have been brought in a court of law, shall be deemed a dispute that HOPE & MAIN may (or may not), at its sole discretion, submit for arbitration before the American Arbitration Association and subject to the applicable rules of the American Arbitration Association.

33. **HOPE & MAIN-COLLECTED DATA.** The HOPE & MAIN community is unique, and its dynamics have garnered interest for the purpose of studying the nature of work, economic development, business formation and growth, etc. Licensee hereby grants HOPE & MAIN the right to employ such data as HOPE & MAIN may collect about Licensee for these purposes, provided that no personally identifiable data relating to the Licensee, or its Parties shall be published without Licensee's prior written consent.
34. **IMAGE CAPTURE.** HOPE & MAIN policy prohibits anyone from capturing images showing people or Licensee property within private work areas without advance permission.
35. **EMERGENCY PROCEDURES.** Licensee management should inform all their employees of the life safety policies and emergency procedures of the buildings it uses and conduct periodic training regarding the same. While HOPE & MAIN's employees and employees of HOPE & MAIN's other Licensees may be available to help in the event of an emergency, Licensee's management should be aware that these individuals are not trained safety professionals and cannot be relied upon to provide error-free assistance.
36. **MISCELLANEOUS.** HOPE & MAIN and Licensee agree that any oral discussion regarding modifying the Agreement shall be deemed by both Parties to be exploratory in nature and shall be binding on the Parties only when reduced to writing and acknowledged in writing by both Parties as agreed. This shall be the case even if one or both Parties begin to operate based on an oral discussion as though such discussion represented a definitive agreement. "In writing" shall include agreements reached and acknowledged by email, wherein stored electronic copies of emails shall be considered adequate evidence of said agreement. Failure of either Party to enforce any provision of the Agreement shall not constitute a waiver of that term of the Agreement, and such provision may be enforced later, at any time, without prejudice. If any provision or provisions of the Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The Parties agree that the interpretation, instruction, and enforcement of this contract shall be governed by the laws of the State of Rhode Island. The Parties have selected Rhode Island law for reasons including: (i) HOPE & MAIN's having its headquarters and place of organization in Rhode Island, and (ii) ensuring predictability and uniformity in interpretation, instruction, and enforcement of this contract where licenses and privileges granted hereunder may involve Premises in more than one state. Exclusive venue for any action brought in connection with the Agreement shall be in the State of Rhode Island. If HOPE & MAIN is required to bring any action for the enforcement of any of the terms of the Agreement, and is successful in such actions, Licensee, in addition to all other payments required herein, shall pay all costs and reasonable attorney's fees for any actions brought by HOPE & MAIN.

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CONFIDENTIALITY AGREEMENT

A. General Prohibition

Licensees and their employees, contractors or agents may acquire confidential information by virtue of their affiliation with HOPE & MAIN. It is the policy of HOPE & MAIN that such information must be kept confidential both during and after their time at HOPE & MAIN. Confidential information may not be: (1) disclosed outside of HOPE & MAIN or shared with other Licensees without appropriate authorization from the HOPE & MAIN Executive Director or the Licensee who owns or is the subject of such information; or (2) used for personal gain or for the benefit of a third party. This policy is not intended to prevent disclosure where disclosure is required by law. In addition, Licensees who acquire confidential information by virtue of their affiliation with HOPE & MAIN are expected to exercise reasonable care to avoid the inadvertent disclosure of such confidential information both during and after their time at Hope & Main.

B. Definition of Confidential Information

For the purposes of this agreement, the term “confidential information” means any and all proprietary non-public information, whether written, oral, or contained on audio tapes, video tapes or computers, concerning (1) the business, operation or financial condition of HOPE & MAIN, or (2) the business, operation or financial condition of HOPE & MAIN’s Licensees, that HOPE & MAIN or its Licensees are under an obligation to keep confidential, and that is maintained by HOPE & MAIN or its Licensee as confidential. “Business, operation or financial condition” includes, but is not limited to, recipes, formulas, databases, processes, know-how, techniques, drafts of publications, market research, designs, sales techniques, customer lists and/or customer information, business plans, financial information, revenue models, personnel information, or human resource activities. Confidential information includes materials marked as confidential as well as materials that one would reasonably expect to be proprietary non-public information based upon the information then available to you.

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**HOPE & MAIN
HOUSE RULES & POLICIES**

**(AS USED HEREIN, LICENSEE INCLUDES ALL LICENSEE'S AGENTS, REPRESENTATIVES,
INVITEES, GUESTS, EMPLOYEES, AND CONTRACTORS.)**

1. Licensee will provide reasonable cooperation with HOPE & MAIN staff on all matters.
2. Licensee or their designated food safety manager must be on-site any time a Licensee is working with food and/or equipment at HOPE & MAIN.
3. Equipment may only be used and operated by people trained by HOPE & MAIN staff, or by employees under the supervision of a person who has completed equipment training. Improper use of HOPE & MAIN equipment and facilities may result in disciplinary action.
4. Licensee must follow the "Rhode Island Health Code Regulations Pertaining to Current Good Manufacturing Practice in Manufacturing, Packing or Holding Human Food" issued by the R.I. Department of Health.
5. Licensee shall not produce their product off-site in a in a home kitchen or other non-compliant Premises while a Licensee of HOPE & MAIN.
6. Proper work attire must always be worn. This includes clean outer and inner clothing, appropriate shoes (no open-toed shoes or sandals), clean hat or hair restraints (including beard restraints) and no jewelry.
7. Licensee are expected to keep the facilities in clean, professional working condition always and must follow proper sanitation requirements. Kitchens, equipment, and other workspaces must be left clean at the end of each shift and ready for next use.
8. Licensee must properly dispose of empty containers, boxes, and wrappers. All food waste must be properly placed in trash, recycling, or compost containers.
9. Secure production area, properly close doors and check out by the required procedure when leaving HOPE & MAIN.
10. Licensee is responsible for securing all personal equipment, products, supplies and other personal belongings.
11. HOPE & MAIN equipment and property, including carts, utensils and other kitchen equipment, inventory, and cleaning supplies may not be removed from the Premises.
12. Access keys/swipe cards may not be duplicated or shared.
13. Licensee must follow all safety and operations policies to prevent personal injury or damage to the Premises. Never overload carts or equipment and avoid lifting overhead – use proper ladders or stools. Never stand on tables or equipment. Always wear protective gear appropriate to your process. Familiarize yourself to all exits, first aid supplies, and fire suppression systems.



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14. Licensee may not engage in activities that unreasonably interfere with the use of the Premises by HOPE & MAIN staff or another Licensee. Licensee agrees to respect the rights and property of other users and to make every effort to maintain a peaceful working environment.
15. Smoking is prohibited on HOPE & MAIN Premises.
16. No firearms, intoxicating drugs, alcoholic beverages, flammable or potentially hazardous or contagious materials are permitted on the Premises. Alcohol use for cooking, baking or events requires advance approval by HOPE & MAIN.
17. Licensee will notify HOPE & MAIN if any additional products will be produced at the Premises and agree to obtain any additional licenses or permits if required.
18. Licensee may not conduct personal, non-HOPE & MAIN related business on HOPE & MAIN Premises.
19. Children under the age of 16 are not permitted in the kitchen, production, or storage areas.
20. HOPE & MAIN facilities may only be used to produce human grade food.
21. Animals are not permitted in the building. Please contact HOPE & MAIN about service dogs.
22. Guests must enter the building through the main entrance and check in at the HOPE & MAIN office. All visitors must be accompanied while in the kitchen, storage, and production areas.
23. HOPE & MAIN retains sole discretion to terminate use of HOPE & MAIN Premises, for any reason, including for violation of any HOPE & MAIN rules and/or policies.
24. Violation of any of the above rules may result in disciplinary action or termination of rental privileges.

LICENSEE INITIALS:

DATE: