

THE Q COMMISSARY / STORAGE / KITCHEN SERVICES AGREEMENT

This Agreement is entered into as of _____, 2026, by and between:

Provider:

The Q Commercial Kitchen & Commissary

106 South Main Street

Boaz, Alabama 35957

and

Operator:

Name: _____

Business Name: _____

Address: _____

Phone: _____

Email: _____

Mobile Unit / Trailer Description:

1. Purpose

This Agreement sets out the approved services The Q will provide to Operator. The Q is a shared-use commercial kitchen and commissary. Operator may use only the services and areas specifically approved below.

This Agreement does not give Operator general access to The Q, 24-hour access, key access, exclusive use, retail sales rights, kitchen production rights, storage rights, refrigeration rights, warewashing rights, smoker/chargrill rights, or any other use unless expressly selected and approved in this Agreement or in a later written amendment.

2. Approved Services

The following services are available only if selected, priced, and initialed by both parties.

A. Basic Food Truck Commissary Service

Includes scheduled commissary servicing such as fresh water fill, gray-water disposal, reasonable trash disposal, limited sink access for basic servicing, and commissary documentation support.

Does not include kitchen production, prep tables, storage, refrigeration, freezer, full warewashing, retail pickup, smoker, chargrill, or unscheduled access.

The agreed monthly price for this service is \$_____.

Operator initials: _____ The Q initials: _____

B. Dry Storage

Includes assigned dry-storage space approved by The Q. All items must be labeled, organized, food-safe, and kept within the assigned space. No items may be stored on the floor or outside the approved area.

Dry storage does not include refrigeration, freezer, kitchen production, or customer-facing use.

Description of assigned dry storage:

The agreed monthly price for this service is \$_____.

Operator initials: _____ The Q initials: _____

C. Refrigerated Storage

Includes assigned refrigerated storage approved by The Q. This may be a dedicated cooler, assigned cooler shelf, or other approved refrigerated area. All items must be labeled, dated, covered/sealed, and maintained according to food-safety requirements.

Refrigerated storage does not include prep-table use, kitchen production, cooling hot foods, reheating, packaging, or unscheduled access unless separately approved.

Description of assigned refrigeration:

The agreed monthly price for this service is \$_____.

Operator initials: _____ The Q initials: _____

D. Freezer Storage

Includes assigned freezer storage approved by The Q. All items must be labeled, dated, sealed, and kept within the assigned space.

Freezer storage does not include refrigeration, dry storage, kitchen production, or additional access rights unless separately approved.

Description of assigned freezer storage:

The agreed monthly price for this service is \$_____.

Operator initials: _____ The Q initials: _____

E. Warewashing / Dishwashing

Includes approved, scheduled use of designated three-compartment sink area for washing, rinsing, and sanitizing approved dishes, pans, utensils, trays, containers, or other mobile-unit items.

This service does not include food preparation, production, prep-table use, cooking, packaging, or general kitchen access unless separately approved.

The agreed monthly price for this service is \$_____.

Operator initials: _____ The Q initials: _____

F. Kitchen Access / Prep or Production Time

Includes scheduled kitchen use only during approved times and only for approved activities. Kitchen use may include approved prep-table use, food preparation, packaging, production, or other approved kitchen work.

Kitchen access must be scheduled in advance. Time includes setup, prep, production, packaging, cleanup, and reset.

Approved kitchen access terms:

The agreed monthly price or hourly rate for this service is \$_____.

Operator initials: _____ The Q initials: _____

G. Smoker / Chargrill Access

Includes approved and scheduled use of The Q’s smoker and/or chargrill only as specifically approved by The Q.

This service does not include kitchen production, storage, refrigeration, freezer, retail pickup, or additional access unless separately approved.

Approved smoker/chargrill terms:

The agreed monthly price or session price for this service is \$_____.

Operator initials: _____ The Q initials: _____

H. Retail Pickup / Front Counter Use

Includes approved use of The Q's retail pickup / handoff area for scheduled customer pickup service. This service requires separate approval of menu, schedule, workflow, customer path, food-safety procedures, and any additional terms The Q requires.

Approved retail pickup terms:

The agreed monthly price for this service is \$_____.

Operator initials: _____ The Q initials: _____

I. Other Approved Service

Description:

The agreed monthly price for this service is \$_____.

Operator initials: _____ The Q initials: _____

3. Access and Scheduling

All access must be scheduled in advance and approved by The Q.

Operator does not receive general access, 24-hour access, key access, or access-code rights unless The Q separately approves such access in writing.

The Q may require appointments, manage the calendar, reschedule access due to operational needs, and deny access for nonpayment, unsafe conduct, unsanitary conduct, scheduling violations, misuse of the premises, or violation of this Agreement.

Operator may not share any key, code, access credential, appointment, or entry right with any other person.

4. Payment

Operator shall pay the agreed monthly prices for the selected services above.

Total initial monthly service fee: \$_____

Onboarding fee: \$_____

Deposit, if applicable: \$_____

Total due before first use: \$_____

Payment is due in advance before use begins.

Monthly payments are due on or before the _____ day of each month.

If payment is not received by 11:59 p.m. on the fifth calendar day after the due date, a late fee of \$15.00 shall be added.

If payment remains unpaid after the late date, The Q may suspend access or terminate this Agreement. Any returned payment, failed payment, or repeated late payment may result in additional restrictions, suspension, or termination.

5. No Unapproved Use

Operator may use The Q only for the selected and approved services listed in this Agreement.

Any use outside the selected services is unauthorized unless approved by The Q in writing. Unauthorized use may result in additional charges, suspension, termination, required upgrade to another service level, denial of future access, and/or notice to the Health Department if appropriate.

6. Food Safety, Permits, and Compliance

Operator is solely responsible for all permits, licenses, inspections, food-safety requirements, insurance, taxes, employees, helpers, customers, products, and business operations.

Operator shall provide The Q with copies of any health department permit, commissary approval, business license, insurance certificate, or other document reasonably requested by The Q before use begins or upon request.

The Q does not assume responsibility for Operator's legal compliance, food-safety compliance, products, menu, operations, or business results.

7. Facility Rules and Website Terms

Operator agrees to follow all posted rules, written procedures, cleaning/reset requirements, scheduling procedures, storage rules, food-safety requirements, and instructions provided by The Q.

Operator also acknowledges and agrees that The Q's website may contain current service descriptions, rules, procedures, pricing explanations, and limitations applicable to The Q's services. Operator agrees to follow The Q's current website terms, rules, and procedures as revised from time to time, provided that any material change to Operator's selected services or monthly pricing shall apply only after written notice, written amendment, or the next agreed billing period, unless immediate change is required for safety, sanitation, legal compliance, health department requirements, or protection of the facility.

8. Cleaning and Reset

Operator shall leave all approved areas clean, sanitary, orderly, and ready for the next user.

Operator is responsible for cleaning and resetting any area, sink, table, cooler, shelf, equipment, floor area, trash area, or other space used by Operator.

The Q may charge Operator for extra cleaning, damage, disposal, missing items, improper storage, abandoned items, or failure to reset the facility properly.

9. Term and Termination

This Agreement begins on _____, 2026, and continues on a month-to-month basis unless terminated.

Either party may terminate this Agreement by giving ten days' written notice.

The Q may suspend access or terminate this Agreement immediately for nonpayment, unauthorized use, unsafe or unsanitary conduct, misuse of the facility, violation of rules, repeated scheduling violations, violation of law or health regulations, material misrepresentation, or conduct that interferes with The Q or other operators.

Upon termination, Operator shall immediately stop using The Q and remove any property as directed by The Q.

10. Insurance and Risk

Operator shall maintain any insurance required by law or reasonably required by The Q.

Operator uses The Q at Operator's own risk. The Q is not responsible for Operator's equipment, vehicle, inventory, supplies, products, business losses, or lost income unless caused by The Q's gross negligence or willful misconduct.

11. Indemnification

Operator agrees to indemnify, defend, and hold harmless The Q, its owners, agents, and representatives from and against any claims, liabilities, damages, losses, costs, or expenses, including reasonable attorney's fees, arising out of or related to Operator's use of The Q, Operator's food business, Operator's products, Operator's employees/helpers, Operator's violation of this Agreement, or Operator's violation of any law, regulation, permit requirement, or health requirement.

This section does not apply to the extent a claim is caused by The Q's gross negligence or willful misconduct.

12. No Lease; No Exclusive Rights

This Agreement is a limited service arrangement only.

It does not create a lease, tenancy, partnership, joint venture, employment relationship, ownership interest, or exclusive right of use or possession.

Operator receives only the limited rights expressly approved in this Agreement.

13. Entire Agreement; Amendments

This Agreement is the entire agreement between the parties regarding the approved services selected above.

Any amendment must be in writing and signed or otherwise clearly agreed to in writing by both parties.

14. Governing Law

This Agreement shall be governed by the laws of the State of Alabama.

PROVIDER

The Q Commercial Kitchen & Commissary

By: _____

Title: _____

Date: _____

OPERATOR

Name: _____

Business Name: _____

By: _____

Date: _____