

GHOST POCKET KITCHEN HANDBOOK

Rev. 09/2020



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About the Kitchen

Mission Statement

Telluride has an abundance of amazing chefs, bakers, caterers, and a vibrant foodie scene. However, we saw a lack of affordable kitchen space for small businesses. We believe it's important to establish a fairly priced commissary that can support the food start-up ecosystem in our community. Our facility provides a clean, efficient, licensed facility with an atmosphere that encourages networking, creativity, community and economic growth.

All workspaces promote a shared-use environment, encouraging collaboration (i.e. bulk purchasing opportunities and gig references). We are always open to input from our members so that we can continue to grow and improve the experience for everyone. Welcome to the GPK community! We look forward to working alongside you.

About Our Team

Laura, Elena, and Geneva have spent a cumulative 27 years living and working in the Telluride community. Elena owns the beloved Ghost Town Coffee Shop on Main Street. She has a degree in Sustainable Food Systems which she has utilized in the ownership, development, and management of several kitchens throughout her career. Geneva and Laura own a custom event business called Back Pocket Creative with a focus on pop-up bars and inventive spaces. Geneva sits on Telluride Town Council and has a great understanding of business licensing and permits in the region, while Laura has years of music venue management and party planning experience. Together, we bring business management experience and networking opportunities for food and events in the region.

Membership Criteria

Member Application Checklist

Fill out Member Application Form (attached)

Kitchen Orientation and Facility Tour

Upon tentative approval, a manager of GPK will provide an orientation and facility tour by appointment. The facility tour will provide an overview of the shared equipment and smallwares available, storage availability, and general kitchen procedures, along with a checklist to complete the application process and start scheduling time.

Membership Documents Required

(Must be completed prior to booking)

- Signed GPK Handbook Agreement** – Attached pg. 17
- Signed GPK Member Waiver** – Attached pg 19-20
- Taxpayer ID Number** – Filled out W-9, Attached pg. 21
- Colorado Sales Tax License** – Sales Tax, Wholesale Tax, or both
- Business License** – Required by Town of Telluride if sales or advertisements will occur within the Town of Telluride. Contact the Clerk's department for more information
- San Miguel County Food Permit**
- Liability Insurance** – Each member must provide proof of business liability insurance for at least \$1,000,000 that names "Ghost Pocket LLC, at 757 Vance Drive, Telluride CO 81435" as an additionally insured party. A certificate of insurance must be supplied by the member's insurance company. *This is required prior to rental and must be updated annually for GPK records.*
- Scan of Voided Check** – Used to set up ACH collections. (Credit Cards may be used instead for a 4% processing fee)
- Valid State ID**
- Security Deposit** – Half of one month's membership rate, or \$150 for hourly renters. This amount may be split over two months. \$250 for monthly members and \$100 for Drop-In

Members are responsible for adhering to and operating in accordance with all Local, State, and Federal laws and health and business regulations as they apply to their business, especially in light of all COVID-19 developments and guidance. GPK requires members to maintain up to date documents, and reserves the right to suspend a member from booking hours until all expired documents are replaced with valid ones.

Billing Policies and Fees

Drop in Kitchen Use

Drop-in kitchen rates are \$25/hour with a minimum of 5 hours.

Monthly Membership

We offer 6 levels of monthly membership for prepaid hours in the kitchen. 10, 20, 40, 60, 80 hour, and unlimited memberships are available. Each of the member levels allows you to book space for discounted peak and off peak hours. Other fees such as extra storage, towels, or desk space are billed separately. Hours are prorated to the half hour.

There are no refunds for unused time, commissary services or storage. Leftover monthly hours do not roll over to the next month. Clients must carefully consider how much time they need for each month.

Note: We understand that estimating time needed can be challenging in the beginning stages of a member's business. A newer business may book 8 hours to be safe, but only end up using 4 because they were efficient with their time. In order to work better with our clients just getting started, GPK will refund 50% of un-utilized booked hours for the first three months of membership. After three months, all booked hours will be billed regardless of whether or not they were used.

Unused hours cannot be transferred or otherwise exchanged without prior approval from GPK. Any extra hours or fees you book throughout the month in excess of your membership will be billed the next month, and at a bulk discounted rate.

Towel Service

GPK will provide a towel cleaning service to its members.

Towels must be returned to GPK for cleaning after use.

Each reservation for monthly member and drop-in users includes 4 clean towels.

Additional towels may be requested in quantities of 4 for \$2 per pack..

Cleaning Fines

Each kitchen user is expected to thoroughly clean their equipment and area after each use. If management is not satisfied with the condition of a station or equipment, they may issue a written warning, followed by a fine of \$100/hour for extra cleaning. If cleaning becomes a recurring issue, the kitchen member may be terminated from their contract.

Security Deposit

A security deposit of half of one month's for monthly members and \$100 for Drop-In will be collected prior to first bookings to cover any damaged or missing equipment. If there are no outstanding bills and no damage found, deposits will be returned after membership termination.

Communal Wares

We are happy to offer a variety of communal wares (i.e. sheet pans, hotel pans, cambros, utensils) to our users. These items may be borrowed from the kitchen for up to 24 hours, and must be cleaned upon return.

Billing Schedule

Monthly Membership dues for the coming month, as well as any hourly overages or incidental charges from the previous period, are billed on the first of each month, and due on the fifth through auto-draft of a bank account, debit card, or credit card. Credit cards will incur a 4% processing fee.

For hourly bookings, the user will be billed within 24 hours of when the booking is approved.

Late Fees

10% Late fee for payments made after the fifth of the month.

20% Late fee and account deactivation if still delinquent following the fifteenth of the month.

Members must keep an active bank account or credit card linked to their Food Corridor account in order to book hours.

Membership Rates

Monthly Membership	Monthly Cost	Peak Hourly Rate (6am-8pm)	Off Peak Hourly Rate (8pm-6am)	Discount
None (Drop In)	N/A	\$25/hr	N/A	0%
10 Hour Membership	\$240	\$24.00	\$22.50	4%
24 Hour Membership	\$540	\$22.50	\$20.00	10%
40 Hour Membership	\$800	\$20.00	\$17.50	20%
60 Hour Membership	\$1,050	\$17.50	\$15.00	30%
80 Hour Membership	\$1,200	\$15.00	\$12.00	40%
Unlimited Membership	\$1,500	\$9.37* <small>* based on 160 hours</small>	N/A	62.50%
Hours used beyond prepay amount will be billed at off peak rate.				

Monthly Membership	Dry Storage 1 Unit = Full Shelving Unit	Cold Storage 1 Unit = 1 Shelf	Frozen Storage 1 Unit = 1 Shelf
None			
10 Hour Membership	25% off one unit	25% off one unit	25% off one unit
24 Hour Membership	50% off one unit	50% off one unit	50% off one unit
40 Hour Membership	50% off one unit	50% off one unit	50% off one unit
60 Hour Membership	1 unit free	1 unit free	1 unit free
80 Hour Membership	1 unit free	1 unit free	1 unit free
Unlimited Membership	1 unit free	1 unit free	1 unit free

Storage Rates

Dry Storage	Full Unit/Month	Shelf/Week
Locking Storage		
Large Cabinet (3' x 2' x 6')	\$100.00	\$25.00
Medium Cabinet (3' x 2' x 3.5')	\$60.00	\$25.00
Non-Locking Wire Shelving		
XL Wire Rack (6' x 2' x 7')	\$100.00	\$30.00
Large Wire Rack (4' x 1.5' x 6')	\$45.00	\$15.00
Medium Wire Rack (4 x 1.5' x 4.5)	\$35.00	\$10.00
Small Wire Rack (3' x 1' x 4.5)	\$20.00	\$10.00

Cold Storage	Price/Month	Price/Week
90 Cubic Foot Walk-In	\$500.00 (Full Unit)	\$200 (Full Unit)
3-Door Undercounter Fridge	\$180.00 (Full Unit)	\$12.00 (Full Unit)
1 Shelf (5 Cubic Feet)	\$30.00	\$12.00
47 Cubic Foot Slider	\$275.00 (Full Unit)	\$110 (Full unit)
1 Shelf (7.5 Cubic Feet)	\$45.00	\$18.00
13 Cubic Foot Slim Fridge	\$75.00 (Full Unit)	\$30 (Full Unit)
1 Shelf (3.25 Cubic Feet)	\$20.00	\$8.00

Frozen Storage	Price/Month	Price/Week
2-Door Freezer		
1 Shelf (5 Cubic Feet)	\$30.00	\$12.00
Chest Freezer (21 cu feet)		
Full Freezer	\$120	\$48.00

Division of Responsibilities

Member Responsibilities

- Cleaning kitchen equipment and facility thoroughly after each use
- Ensuring compliance with all local, state, and federal laws and/or statutes
- Paying rent and other fees in a timely manner according to the kitchen policy
- Following all GPK membership agreement terms
- Working cooperatively in a communal environment

GPK Responsibilities

- Providing pest control and janitorial service for common areas
- Providing cleaning supplies, garbage bags, mops, brooms, and towel service
- Maintaining necessary repairs, replacements, and required maintenance
- Providing utilities in common areas and kitchen
- Snow removal and solid waste disposal
- Client orientation

Scheduling/Booking

Food Corridor Reservations

Ghost Pocket Kitchen has a variety of stations. To make sure it's fair for each member, the maximum number of people who can work at your station is listed on the Food Corridor website. If your team is larger, you'll need to rent an additional station.

GPK uses The Food Corridor software to manage scheduling and billing. Every member will create a free account and request to book hours through the platform. The online schedule shows which members have reserved which stations and what remains available. Monthly members have priority to schedule hours first. Reservations may only be made for the current month and the following month.

Monthly members may schedule up to 60 days in advance. Drop-in (non-member) reservations may be made up to 15 days in advance by request and approval by GPK staff. Exceptions may be made for non-members reservations with approval from monthly members on their schedules.

Equipment Reservations

Certain equipment must be reserved with your booking in order to avoid confusion and ensure everyone can access the equipment they need. Please only reserve the equipment for the hours you intend to use it as it will appear as unavailable to other members. Equipment may be reserved in half hour increments.

Equipment requiring reservation includes:

- Floor Mixer
- Gas Burners (3 sets of 2)
- Flat Top Grill
- Ovens (2)
- Convection Oven
- Chocolate Temperer and Enrober
- Crème Extruder
- Band Sealer

Cancellations

Once time has been reserved it becomes unavailable to other clients. We understand that things happen and cancellations may occur. That being said, late cancellations make it difficult for us to fill available time and hurt the flow of our scheduling.

Kitchen time can be cancelled with a 50% refund up to 12 hours prior to the rented time. Cancellations made less than 12 hours prior to the rented time will receive no refund.

In the event of a last minute cancellation, we will allow users to contact other current GPK members to fill their reservation to avoid cancellation fees. GPK must approve changes of this nature.

Cleaning and Sanitation

Shared-Use Etiquette/Expectations

Please remember that this is a shared-use facility with only bi-weekly janitorial services to the kitchen area. Each user is responsible for cleaning the kitchen to the same standard (or better) than they find it in upon arrival. Each user should budget at least 30 minutes into their schedule to execute cleaning tasks. It is important that the kitchen remain professional and clean for users at all times. This is **IMPERATIVE** in these times we are living with COVID 19. Each user is expected to maintain the space by doing the following:

Waste

Trash

If users notice that common area trash containers are getting full, the user should empty tightly tied trash bags into the dumpster and replace trash bag.

ALWAYS CLIP THE BEAR PROOF CABLE ON THE DUMPSTER.

Cardboard

Cardboard boxes must be clean, broken down, and taken to the recycling bin. Cardboard saturated with grease or other food waste should be broken down and put in the garbage dumpster.

Grease

Dispose of large amounts of grease in the grease container under the sink for disposal (strain all bits of food first).

Waste Removal Violations

Members are responsible for removal, proper disposal, and bear-proofing of all waste materials. Members will be fined \$50 per incident if waste is not removed properly.

Dishwashing

Users are expected to clean dishes utilizing the following steps:

- Scrape all food waste into the trash.
- Use the hand sprayer to pre-rinse all dishes, then run through the dishwasher.
- Be sure to clean out any food scraps left in the sink strainer and wipe down sink after use.

Never rinse or wash dishes in the hand washing sink, or in the prep sink. You must dry communal dishes and return them to their proper place prior to the end of your reservation. Dishes may be left to air dry on the designated drying racks during your reservation so long as they are dried and put away prior to leaving the facility.

This is an environmentally responsible facility. Please use water wisely.

Floors

Users must sweep and mop the floors in all the areas that they occupied, including the sink areas and dry storage area. Use hot water and bleach. When finished mopping, ring out the mop and hang it above the mop sink. Following use, empty the mop bucket and rinse it out. Replace the broom and dustpan to their proper racks. Be sure to clean under and behind tables and equipment.

Tables, Equipment, and Smallwares

Users must clean and sanitize all equipment and surrounding surfaces used at the end of their shift or when they finish working. GPK will provide cleaning supplies, trash bags, and sanitizers.

- Always use a clean towel, first with soap and water, followed by sanitizer solution. Be sure to clean and sanitize any equipment used. Don't forget often-overlooked items (i.e. sheet pans, mixers, food processor base, can openers).
- NEVER USE STEEL WOOL ON THE STAINLESS STEEL.
- For equipment that disassembles into smaller parts, wash, rinse, and sanitize the parts.
- Stove grates that are soiled must be removed from the stove and washed in the three-compartment sink.
- Pay special attention to areas and equipment used in meat preparation.

Food Storage

Users are to label and date all food products in accordance with health code standards and with their company's name.

- Return any ingredients appropriately sealed back to their designated areas
- If transferring ingredients from their original packaging into a new container, remember to relabel it.
- Store all meat and eggs on the bottom shelf of the coolers and freezers if available. If user does not have a bottom shelf, make sure meat is stored in a container or sheet pan, so that it is isolated and no juices can potentially spill on other products.
- Keep refrigerator and freezer doors closed when not in use.

Attire/Hygiene

All individuals using the kitchen must adhere to county regulations concerning personal hygiene in a commercial kitchen. No sandals or open-toed shoes are to be worn by anyone using the kitchen, even when picking up or dropping off supplies. Long hair should be covered or tied back and large beards should be netted. Individuals must maintain personal cleanliness, particularly in regards to fingernails, hair and clothing.

Handwashing

All individuals using the kitchen must wash hands before handling food, after using the restroom, after eating, drinking, smoking, touching the face, blowing nose, contact with raw food, after handling soiled equipment or utensils, and after handling animals. Hand washing must be done at a designated hand washing station.

Eating/Drinking/Smoking

Per Health Department rules: no eating, drinking, smoking, or chewing gum and/or tobacco is allowed in the kitchen. Foods may be consumed upstairs or outside. Users must ensure that they clean up after food consumption. Drinks must be away from the food production area and must have a lid or closure. Smoking is not allowed anywhere inside the facility. Smoking is only permitted a minimum of 20 feet away from any door to the kitchen.

Arrival and Closing Procedures

When you arrive, use your app code to unlock the front door. After you enter, close and lock the door behind you.

Ensure that the hood exhaust fan (both the “supply” and “exhaust” switches) are on before using any hot surfaces.

A kitchen cleaning checklist will be available for use by all users to help guide and monitor cleaning. All users should expect to enter a clean, organized, and sanitized environment each time they enter the space to begin work. As such, it follows that users should expect to spend an appropriate amount of time (minimum of 30 min) at the end of their scheduled kitchen use time to clean and leave it in excellent condition for the next tenant.

As you exit the building, pull the door closed towards you as you lock the door from your phone app, then check to ensure the door is locked behind you.

The last user to leave the building must turn off all lights, and secure all doors to the facility.

Cleaning Checklist

To be completed before leaving the facility:

- Wipe off all preparation surfaces
- Disinfect surfaces
- Sweep floor
- Mop floor
- Rinse and sanitize mop in custodial sink, hang upright, rinse mop bucket
- Empty all garbage cans (including those by handwashing sinks)
- Replace all garbage bags
- Clean out sinks
- Clean up dishwasher area
- Check for all personal equipment on drying racks in dishwasher area and kitchen
- Clean all big equipment used (flat top, large mixer, braising pan, etc.)
- Clean carts and return to the kitchen
- Remove food from cooler and freezer, if taking with you (otherwise label your food)
- Turn off all ovens, stoves and equipment used
- Turn off lights/lock the door

Operational Logistics

Facility Access

Each user will be assigned an account with the August door lock app unique to their membership account. Do not share your app login with anyone. GPK uses the app entry to verify hours utilized by each user. GPK reserves the right to use onsite cameras to confirm or change times for when the client is charged if it is found that the reported times are inaccurate.

Eligible Users

Only approved users, support staff, and subcontractors may enter the facility. Every user must provide GPK with an emergency contact. You must also certify that all support staff has been trained on the applicable equipment, utilizes ServSafe techniques, and has received a copy of this handbook. Users must follow all Colorado child labor laws. Failure to comply with this policy may result in immediate termination of the User's Agreement. No live animals are allowed inside or outside the facility at any time except as required by law.

Our video surveillance system helps ensure our clients' safety and the security of their products. In addition, the system allows management to identify clients and work progress at all times. If the door code is used by an unauthorized person, they will be considered trespassers and the proper authorities will be alerted.

Ordering from Vendors

Our users are encouraged to establish their own accounts with vendors and place orders for delivery to the GPK kitchen. We encourage kitchen users to consider green, sustainable, fair trade, ecologically sound practices and seek vendors who offer cost-effective products and solutions that mitigate environmental impact. If possible, please work with vendors to reuse packaging or request to switch to reusable containers and recycled pallets to reduce materials from entering the property and facility.

Member orders must abide by the following:

- All orders must be made in the user's business name.
- Users who are accepting deliveries should be as unobtrusive as possible when other users are present.

Storage

All storage use must be approved by GPK. All state laws and guidelines applying to food/ingredient storage must be followed by the individual user.

Organize your storage areas regularly. Keep any personal ingredients, equipment, or products clean and organized in your designated space. Do not store anything on shelves labeled as reserved. All opened ingredients – flours, sugars, spices, etc. must be stored in sealable plastic bins. Do not store anything on the kitchen floor. Do not store anything in GPK equipment (mixing bowls, pots, etc.) If you need more space, communicate with GPK to try and find a solution.

Note that if any equipment or food is improperly stored, GPK may either move the items and/or discard them.

Two or more users may share a locking storage unit with GPK approval and be billed separately. Lockable dry, cold, and frozen storage will be available, but some of these spaces may need to be shared depending on availability. As an extra security measure, we have indoor and outdoor surveillance cameras set up to record 24/7. Admin requires 24 hour notice for cold storage (to ensure that units are turned on and reach temperature).

Parking

GPK has free access to four parking spaces of diagonal parking to the east side of the building. These spots are available to kitchen users during approved rented kitchen times only. Private spots for your business to use 24/7 can be arranged and rented monthly on a first come first serve basis for \$50/month. There are also a few street parking spots directly in front of the front door. If we run out of available parking, GPK may be able to reserve more parking in the lot across the street for a fee tbd. If you need to open the garage door for direct loading into your vehicle, let the manager on duty know so that we can adjust parking accordingly.

Sound

GPK will have some speakers available throughout the building which can be utilized with phones, iPods, or KOTO. Kitchen members will be able to control the selection and volume of sound coming out of the speakers while they're in the kitchen. Please work together to ensure the music is agreeable for everyone working in the space.

Phone

Cell phone reception is not great within the building, but we have a landline kitchen users may utilize to make or receive calls. The number is 970-728-2954. We also have Wifi to assist in communication.

Alcohol/Drugs/Pets

Due to health code, no animals (including service animals) are permitted in the facility. Additionally, no drugs or alcohol may be consumed in the kitchen or prep areas.

Kitchen Communications

Whiteboard

Non-urgent member needs or observations can be written on the communal whiteboard in the front room. Please list comments, suggestions, notes for other users, or out of stock supplies. GPK will be checking the whiteboard regularly for issues that need to be escalated beyond the recurring needs.

Manager On-Site/On-Call

GPK will try to have a manager on site on weekdays between 10am and 5pm for onboarding new members and kitchen support as we continue to develop the space and our processes. We welcome all feedback. Geneva's number is 970-708-4362. Laura's is 517-282-4046

Equipment Malfunction/Failure

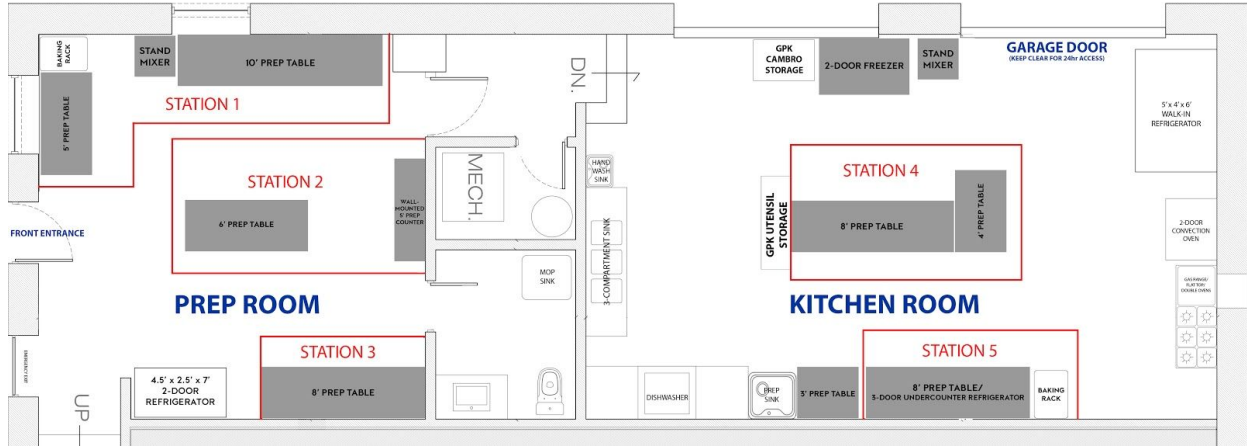
In an event of equipment failure or other facility problems, the member must complete and submit a Facility Incident Report (available in the kitchen) to management within 24 hours of the occurrence. Once a report is filed, there will be an investigation to determine the cause of the incident. If the member is found responsible due to misuse, they will be fined based on the severity and costs associated with the incident. If the tenant is not found responsible there will be no cost to them. It is the responsibility of GPK to address and repair or replace reported equipment failures. Under no circumstance is the tenant to repair any onsite equipment. If GPK fails to repair or replace equipment within 30 business days, tenant will be refunded 50% of their monthly bill for the period of time in which the equipment is inoperative. Any refunds will be credited to the tenant's following month's invoice.

Power Outage

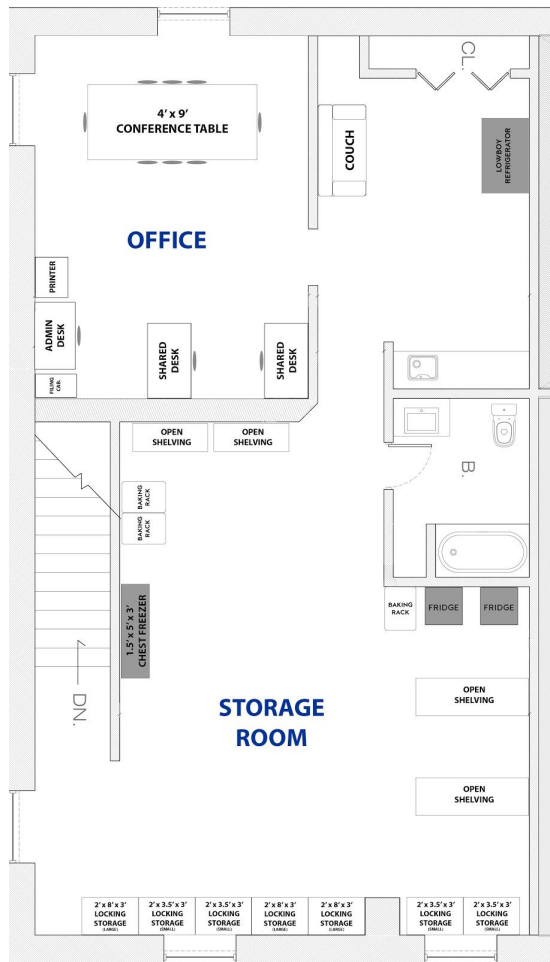
Power outages are occasional and unpredictable in Ilium. As we grow the kitchen, we intend to purchase and install a backup generator system that will service essentials like cold storage appliances. Before we have a system in place, our protocol will be to leave refrigerators and freezers closed as much as possible.

Facility Layout

DOWNSTAIRS



UPSTAIRS



Acknowledgement of Receipt of Ghost Pocket Kitchen Handbook

I, as a member of Ghost Pocket Kitchen (the "**Member**"), by signing below hereby acknowledge my receipt of the Ghost Pocket Kitchen Handbook dated January 2019 prepared by Ghost Pocket LLC (the "**Handbook**").

I understand that it is my continuing responsibility to read, understand, and comply with the policies and procedures set forth in the Handbook (the "**Policies**"), including any subsequent amendments to the Handbook delivered to me by Ghost Pocket LLC staff.

I hereby further acknowledge and agree that in the event that I violate the Policies, whether intentionally or unintentionally, my membership may be suspended or terminated and I may also be assessed additional fees/finances all at the sole discretion of Ghost Pocket LLC.

The Handbook discloses the billing policies and fees associated with my membership. I acknowledge that I fully understand such Policies. Accordingly, I authorize Ghost Pocket LLC to bill me in accordance with the billing policies and fees set forth in the Handbook.

By distributing the Handbook, Ghost Pocket LLC expressly revokes any and all previous policies and procedures, which are inconsistent with those contained in the Handbook. The Handbook and the Policies shall supersede any and all other policies and procedures disclosed to me, whether oral or written, related to my membership with and use of Ghost Pocket Kitchen.

I have read, understand, and agree to all of the above. I agree to read and comply with at all times the Handbook. I also agree to return the Handbook upon termination of my membership with Ghost Pocket Kitchen.

Member Signature:

Print Member Name:

Date: _____

Commissary Kitchen Member Waiver

By signing this Commissary Kitchen Member Waiver (the "**Agreement**"), I, _____ (the "**Member**") hereby acknowledge, represent, warrant, and agree to and with Ghost Pocket LLC, a Colorado limited liability company and its respective owners, officers, agents, employees, and related persons and entities (collectively, "**Ghost Pocket**"), that, in the course of my use of the commissary kitchen and its associated supplies, appliances, equipment, and facilities owned by Ghost Pocket (collectively, the "**Kitchen**") and my preparation of any recipes, products, beverages, meals, desserts, or other fare at the Kitchen (collectively, the "**Food Product**"), I hereby acknowledge, agree, promise, and covenant to and with Ghost Pocket, and release and discharge Ghost Pocket as follows:

A. Acknowledgment and Assumption of Risks. I understand and acknowledge that I voluntarily am using to my own benefit the Kitchen and producing on my own the Food Product. Accordingly, I accept all risks associated with the Kitchen, known and unanticipated, that could result in injury, death, illness, disease, or damage of any person (including me), to my personal property, or to third parties. Such risks include, but are not limited to, cuts, burns, blisters, poisonings, slips, trips, falls, eye injuries, head injuries, food contamination, and spoiled foods/liquids (collectively, the "**Risks**"). I further understand and acknowledge that the above list of Risks is not complete or exhaustive, or intended to be, but I still expressly accept any and all Risks not specifically listed above, as well as those elaborated. I hereby willingly and knowingly assume the Risks and any associated physical injury, emotional upset, death, illness or disease, and property damage resulting from my (i) use and enjoyment of the Kitchen or (ii) consumption, sale, serving, and/or distribution of the Food Product specifically including, but not limited to, the negligent acts or omissions of Ghost Pocket.

B. Acceptance of Liability. I understand and accept that any Food Product that I produce in the Kitchen is solely my property, liability, and responsibility. I am aware that (i) my use and enjoyment of the Kitchen and/or my production, sale, serving, and distribution of my Food Product is strictly voluntary. Because my use and enjoyment of the Kitchen and my Food Product may entail a risk of injury or property damage, I hereby expressly agree, covenant, and promise to accept and assume all responsibility and risk for injury, death, illness or disease, or damage to (i) myself, (ii) my associates, employees, contractors, agents, customers/clients, (iii) third parties, and/or (iv) my property _ all arising from my use and enjoyment of the Kitchen or my sale, consumption, serving, or distribution of the Food Product.

C. Indemnification. I hereby agree, commit, and covenant to hold harmless and indemnify Ghost Pocket from and against any and all defense costs and liability (including attorneys' fees, and/or any other costs incurred in connection with claims instituted by myself (or my agents, heirs, employees, or assigns), my customers/client and/or third parties related to or arising out of my use of the Kitchen and/or my consumption, sale, serving, or distribution of the Food Product.

D. Covenant Not to Sue. I further hereby agree, promise, and covenant not to sue, assert, or otherwise maintain or assert any claim against Ghost Pocket arising from or connected with my (i) use and enjoyment of the Kitchen and (ii) consumption, sale, serving, and/or distribution of my Food Product. My covenant not to sue shall include any claims brought by my heirs, executors, administrators, and/or assigns on my behalf.

E. Waiver of Certain Rights. I further hereby understand and acknowledge that, by initialing this Agreement, I have given up certain legal rights and/or possible claims that I otherwise might be able to assert or maintain against Ghost Pocket specifically including those specified above.

F. Choice of Law and Venue. I understand and acknowledge that Colorado substantive law governs this Agreement and any dispute I have with Ghost Pocket, and I agree that any mediation, suit, or other proceeding brought against Ghost Pocket must be filed or entered into only in San Miguel County, Colorado.

I understand that Ghost Pocket is relying on my execution and delivery of this Agreement and strict performance in accordance with its terms, and that such reliance is reasonable. I understand that I have the right to consult with my own legal counsel related to the acknowledgments and agreements set forth in this Agreement as well as my rights being waived in this Agreement.

My signature below indicates that I have read this entire Agreement, understand it completely, and agree to be bound by its terms, conditions, and requirements.

Member's Name:

Address: _____

Telephone: _____

Signature of Member:

Company Name (if any): _____

Date: _____

Emergency Contact:

Name: _____

Telephone: _____

