

## COMMISSARY AGREEMENT

This Commissary Agreement ("Agreement") is made and entered into on \_\_\_\_\_ [Date] by and between \_\_\_\_\_ [Name of Commissary], with its principal place of business at \_\_\_\_\_ [Address] ("Commissary"), and \_\_\_\_\_ [Name of Vendor], with its principal place of business at \_\_\_\_\_ [Address] ("Vendor").

### 1. Purpose and Scope of Agreement

The Commissary agrees to provide the Vendor with kitchen space, equipment, and other services necessary for the preparation, storage, and distribution of the Vendor's food products. The Vendor shall use the Commissary's facilities and services solely for the purpose of preparing and storing food products in accordance with all applicable laws, regulations, and standards.

### 2. Term

The initial term of this Agreement shall be for \_\_\_\_\_ [Term] months, commencing on \_\_\_\_\_ [Start Date] and ending on \_\_\_\_\_ [End Date]. This Agreement may be renewed for additional terms upon mutual agreement of the parties.

### 3. Fees and Payment

The Vendor shall pay the Commissary a fee for the use of its facilities and services, as set forth in Schedule A attached hereto. The Vendor shall pay the fee in advance on a monthly basis. If the Vendor fails to make timely payment, the Commissary may terminate this Agreement upon written notice to the Vendor.

#### 4. Compliance with Laws

The Vendor shall comply with all applicable federal, state, and local laws, regulations, and standards regarding the preparation, storage, and distribution of food products. The Vendor shall obtain and maintain all necessary permits and licenses required for its operations.

#### 5. Insurance

The Vendor shall obtain and maintain commercial general liability insurance with limits of not less than \_\_\_\_\_ [Amount] per occurrence and \_\_\_\_\_ [Amount] in the aggregate. The Vendor shall provide the Commissary with a certificate of insurance evidencing such coverage.

#### 6. Indemnification

The Vendor shall indemnify, defend, and hold harmless the Commissary, its officers, directors, employees, and agents, from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from the Vendor's use of the Commissary's facilities and services.

#### 7. Termination

Either party may terminate this Agreement upon \_\_\_\_\_ [Notice Period] days' written notice to the other party. The Commissary may also terminate this Agreement immediately upon written notice to the Vendor if the Vendor breaches any material provision of this Agreement.

#### 8. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the state of Maryland, without regard to its conflict of laws principles. Any dispute arising out of or relating to this Agreement shall be resolved in the state or federal courts located in Baltimore County, Maryland.

9. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

[Name of Commissary]

By: \_\_\_\_\_

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

[Name of Vendor]

By: \_\_\_\_\_

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

SCHEDULE A

Fees and Payment

\_\_\_\_\_