

## THE KITCHEN LINK NETWORK MEMBERSHIP AGREEMENT

This Membership Agreement (this “*Agreement*”) is made as of \_\_\_\_\_ (the “*Effective Date*”) by and between The Kitchen LinK, LLC (the “*Kitchen Link*”) participating in events and providing space (the “*Events*”) and [[Person/Company]], [[an individual resident of the State of Tennessee]]/a [[Tennessee]] [[entity type]] (the “*Member*”) (each a “*Party*”, collectively, the “*Parties*”). The Parties for themselves, their heirs, legal representatives, successors and assigns, agree as follows:

### 1. Benefits

In consideration of the agreements set forth herein, Member is hereby granted the privilege to participate in common with other Kitchen LinK members, in educational, promotional, marketing and other events, activities and functions hosted by Kitchen LinK for the Kitchen LinK Network (“*Membership Benefits*” or “*Benefits*”) subject to the terms and conditions as may be promulgated by Kitchen LinK from time to time as applicable to Membership generally or to a specific event, activity or function, including, but not limited to the Standards of Conduct as further defined in Section **Error! Reference source not found.**

Member may have the opportunity to take advantage of additional services provided by Kitchen LinK for an additional fee from time to time (e.g., Marketing Packages) (referred to as “*Offerings*”). Member’s access to and use of said Offerings shall be subject to the then-applicable terms and conditions as offered by Kitchen LinK.

Kitchen LinK does not guarantee that Member will obtain a specific result from a Membership.

### 2. Purchasing

In order to purchase a Membership, Member must provide the requested information and pay the Annual Membership Fee, hereinafter defined, in full in advance.

Kitchen LinK reserves the right, in its sole and absolute discretion, to refuse to accept any offer to purchase any Membership. In such circumstance, no contract will arise and Kitchen LinK will return any payment accompanying Member’s purchase offer.

Once accepted by Kitchen LinK, Member’s purchase is non-refundable.

### 3. Term

The term of this Membership shall be for one (1) year (the “*Term*” beginning on \_\_\_\_\_ (the “*Commencement Date*”) and ending on December 31, 20 (the “*Expiration Date*”).

Provided Member has performed in compliance with the terms and conditions of this Agreement, Member shall have the option to renew its Membership with Kitchen LinK upon the terms and conditions then being offered for said Membership.

### 4. Payment

For and during the Term of this Agreement, Member shall pay to Kitchen LinK an annual membership fee of \$300 (the “*Annual Membership Fee*”).

If any payment of Annual Membership Fee or other charges due under this Agreement is not received within three (3) calendar days after its due date, the Member will also pay a late fee in the amount equal to 10% of the amount owed to Kitchen LinK or the highest rate allowed by law, whichever is greater. Payments may be made by check, money order, Venmo, ACH, by credit card (incurs a 4% processing fee), or by any other method specified by Kitchen LinK.

If a Member check is returned for any reason, Member will pay any additional charges associated with a returned check and, for the purpose of considering default and/or late charges it will be as if the payment represented by the returned check had never been made.

### 5. Third Party Event Fees

Kitchen Link may participate in certain events hosted by third parties (“*Third Party Events*”) that require additional fees or supplies. In the event Member elects to participate in said Third Party Event(s), Member agrees to pay a portion of the fees incurred by Kitchen LinK for participation in the said event(s), as reasonably determined by Kitchen LinK (“*Event Fees*”), including, but not limited to; equipment rental, space rental, and any other reasonable fees related to said participation. In the event Member does not pay the Event Fee on or before the date set forth by Kitchen LinK, Member will not be permitted to participate in said Third Party Event.

### 6. Standards of Conduct

The Standards of Conduct attached to this Agreement as Exhibit A are hereby made an integral part of this Agreement. Member, its employees, agents, guests, invitees, visitors and/or any other persons caused to be present during the Member’s use of the Benefits shall perform and abide by these rules and regulations and any amendments or additions to said rules and regulations as Kitchen LinK may make. In addition, Member, its employees and agents shall abide by all applicable governmental rules, regulations, statutes and ordinances; failing which Member shall be in default hereunder and shall pay any fines or penalties imposed for such violation(s) directly to the appropriate governmental authority or to Kitchen LinK if Kitchen LinK has paid such amount on behalf of Member. Such remedy shall not be exclusive. It is hereby further explicitly agreed and understood that full compliance with the Standards of Conduct as set forth constitutes a material obligation of this Agreement, and that failure to so comply shall constitute a violation of this Agreement entitling Kitchen LinK to exercise any of its remedies pursuant to this Agreement or otherwise.

Further, when participating in or using the Benefits, Member will not:

- a. Use the Benefits in connection with any unauthorized purposes;

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- b. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- c. Restrict or inhibit any other user from using and enjoying the Benefits;
- d. Violate any code of conduct of other guidelines which may be applicable for any particular Benefit; and
- e. Violate any applicable laws or regulations.

### **7. Waiver of Claims**

Kitchen LinK shall not be liable for any interruption or error in the provision of the Benefits to Member. Member waives any recourse as against Kitchen LinK for any claimed liability arising from the provision of the Benefits including, but not limited to loss, damage, expense or injuries to persons or property arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing the Benefits provided same are not caused by the willful acts of Kitchen LinK, as well as any claim for business interruption and for consequential damages

### **8. Release**

With full awareness and appreciation of the risks involved, and in consideration of the Membership granted herein, Member, for itself and on behalf of its family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, hereby voluntarily forever release, waive, discharge, and covenant not to sue Kitchen LinK, LLC, or their owners, board members, partners, officers, agents, servants, independent contractors, affiliates, employees, instructors, staff, successors, and assigns (collectively, the "*Released Parties*") from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by Member, or any of the property belonging to Member, whether caused by the negligence of the Released Parties during or arising from the use of the Membership Benefits.

### **9. Disclaimer of Warranties**

To the maximum extent permitted by applicable law, Kitchen LinK provides the Benefits "as is" and with all faults, and hereby disclaims with respect to the Benefits all warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) warranties, duties or conditions of or related to: merchantability, fitness for a particular purpose, lack of viruses, accuracy or completeness of responses, results, workmanlike effort and lack of negligence. Also, there is no warranty, duty or condition of title, quiet enjoyment, quiet possession, correspondence to description or non-infringement. The entire risk as to the quality or arising out of participation in or the use of the Benefits, remains with Member.

### **10. Exclusion of Certain Damages**

To the maximum extent permitted by applicable law, in no event shall Kitchen LinK or its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future

officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly or individually be liable for any direct, special, incidental, indirect, punitive, consequential or other damages whatsoever (including, but not limited to, damages for: loss of profits, loss of confidential or other information, business interruption, personal injury, loss of privacy, failure to meet any duty (including of good faith or of reasonable care), negligence, and any other pecuniary or other loss whatsoever) arising out of or in any way related to the participation in or inability to participate in or use of the Benefits, the provision of or failure to provide Benefits, or otherwise under or in connection with any provision of this agreement, even in the event of the fault, tort (including negligence), strict liability, breach of contract or breach of warranty of Kitchen LinK, and even if Kitchen LinK has been advised of the possibility of such damages.

### **11. Limitation of Liability and Remedies**

Notwithstanding any damages that Member might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of Kitchen LinK or its subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns under any provision of this Agreement and Member's exclusive remedy for all of the foregoing shall be limited to actual damages incurred by Member based on reasonable reliance. The foregoing limitations, exclusions and disclaimers (including Sections 9 and 10 above) shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

### **12. Indemnification**

As such, Member agrees to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, property damage, loss of use, monetary loss, or any other injury from or related to the Membership, whether caused by the negligence of the Released Parties or otherwise.

### **13. Confidentiality**

- a. Member acknowledges and agrees that during or as a result of its participation in the Membership Benefits, Member may be exposed to Confidential Information. "Confidential Information" shall mean all information, in whole or in part, that is disclosed by Kitchen LinK, or any member of the Kitchen LinK Network or any employee, affiliate, or agent thereof, that is nonpublic, confidential or proprietary in nature (the "Disclosing Party").

Confidential Information also includes, without limitation, information about business, sales, operations, know-how, trade secrets, recipes, processes, technology, products, employees, customers, marketing plans, financial information, services, services, business affairs, any

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knowledge gained through examination or observation of or access to the facilities, computer systems and/or books and records of Kitchen LinK or any member of the Kitchen LinK Network, any analyses, compilations, studies or other documents prepared by Kitchen LinK or otherwise derived in any manner from the Confidential Information and any information that Member is obligated to keep confidential or know or have reason to know should be treated as confidential.

- b. Member shall: (i) maintain all Confidential Information in strict confidence; (ii) not disclose Confidential Information to any third parties; (iii) not use the Confidential Information in any way directly or indirectly detrimental to Kitchen LinK or any member of the Kitchen LinK Network.
- c. All Confidential Information remains the sole and exclusive property of Kitchen LinK or the respective Disclosing Party. Member acknowledges and agrees that nothing in this Agreement will be construed as granting any rights to Member, by license or otherwise, in or to any Confidential Information or any patent, copyright or other intellectual property or proprietary rights of Kitchen LinK, or any member of the Kitchen LinK Network.

**14. Additional Conditions of Use**

- a. Member agrees that Member is personally responsible for its safety and actions during its use of the Benefits. Member agrees its use of the Benefits will be in a safe manner and in accordance with the terms of this Agreement, applicable law and regulations, and any other instructions provided by Kitchen LinK.
- b. Member agrees that it will be responsible for any applicable fees for its use of the Benefits, and for any and all damage, loss, or clean-up of same caused by Member.
- c. Member hereby grants to Kitchen LinK, full and unrestricted publishing and use rights for any photographs taken by Kitchen LinK, and/or its owners, or staff, of Member, its likeness, its guests, their likeness, materials, products, and/or other items during Member's Use. Member hereby releases, discharges, and agrees to hold harmless Kitchen LinK from any liability by virtue of any blurring, distortion, alternations, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking of said photograph or any subsequent process thereof in any medium, as well as any publication thereof, including but without limitation, claims for libel or invasion of privacy.
- d. Member agrees that if Member violates any of the terms of this Agreement, or any other covenant between Member and Kitchen LinK, in Kitchen LinK's sole discretion, Kitchen LinK shall have the right to immediately terminate Member's Membership without refund and Member will quit said use of the Benefits immediately upon request.

**15. Non-Disparagement**

The Parties agree and accept that the only venue for resolving a dispute shall be in the venue set forth herein below. The Parties agree that they neither will engage in any conduct or communications with a third party, public or private, designed to disparage the other. Neither Member nor any of its associates, employees or affiliates will directly or indirectly, in any capacity or manner, make, express, transmit, speak, write, verbalize or otherwise communicate in any way (or cause, further, assist, solicit, encourage, support or participate in any of the foregoing), any remark, comment, message, information, declaration, communication or other statement of any kind, whether verbal, in writing, electronically transferred or otherwise, that might reasonably be construed to be derogatory or critical of, or negative toward, Kitchen LinK or any of its programs, members, owners, directors, officers, affiliates, subsidiaries, employees, agents or representatives.

**16. Insurance**

Member shall keep in force throughout the Term a Commercial General Liability Insurance policy or policies covering its participation in and use of any Membership Benefits with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate covering bodily injury, property damage, broad form contractual liability, premises and operations, personal and advertising injury, and product liability and completed operations coverage.

Member agrees not to bring to any event or activity hosted by Kitchen LinK any articles or goods which may be prohibited by the standard form of fire insurance policy. It is agreed between the parties that in the event the insurance rates applicable to fire and extended coverage insurance covering the Benefits shall be increased by reason of any use of the Benefits made by the Member, then Member shall pay to Kitchen LinK such increase in insurance as shall be occasioned by said use.

Member agrees that if any property owned by it and located in, brought to any event or activity hosted by Kitchen LinK shall be damaged or destroyed by any peril, including, but not limited to, fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow, or leaks from the pipes, appliances, or plumbing works or from the roof, street, or subsurface or from any other place or by dampness, Kitchen LinK shall not have any liability to Member, nor to any insurer of Member, for or in respect of such damage or destruction, and Member shall require all policies of risk insurance carried by it related to its use of the Benefits to contain or be endorsed with a provision in and by which the insurer designated therein shall waive its rights of subrogation (including deductibles) against Kitchen LinK and other such members of the Kitchen LinK Network.

**17. Transfers**

Member shall not: (i) assign, mortgage, pledge, hypothecate, encumber, permit any lien to attach to, or otherwise transfer, this Agreement or any interest hereunder, by operation of law or otherwise, or (ii) permit the use of the Benefits by any parties other than Member (all of the foregoing are hereinafter referred

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to collectively as “*Transfers*” and any Party to whom any Transfer is made or sought to be made is hereinafter referred to as a “*Transferee*”). Any Transfer made without complying with this Section 17 shall, at Kitchen LinK’s option, be null, void and of no effect (which shall not be in limitation of Kitchen LinK’s other remedies). For purposes of this Agreement, a change in control of the Member shall be deemed a Transfer.

Kitchen LinK shall be entitled to assign this Agreement to any other company without prior notice to Member.

**18. Force Majeure**

Kitchen LinK shall not be liable or responsible to Member, nor be deemed to have breached the terms of this Agreement, for any failure or delay in fulfilling or performing any of the terms of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Kitchen LinK, including Acts of God, fire, floods, war, sabotage, accidents, pandemics, labor disputes or shortage, governmental laws, ordinances, rules and regulations whether valid or invalid, inability to obtain material, equipment or transportation, or any other event that makes the performance commercially impractical. Force majeure shall not relieve Member of its obligation to pay any amounts due hereunder.

**19. Time is of the Essence**

Time is of the essence as to the performance by Member of all covenants, terms and provisions of this Agreement.

**20. Attorney’s Fees**

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, Kitchen LinK shall be entitled to reasonable attorney’s fees, costs and necessary disbursements in addition to any other relief to which Kitchen LinK may be entitled.

**21. Covenant and Condition**

Each term, provision and obligation of this Agreement to be performed by Member shall be construed as both a covenant and condition.

**22. Notices**

Any notice under this Agreement to Kitchen LinK shall be in writing by certified or registered mail, return receipt requested, at:

Kitchen LinK, LLC  
[[ADDRESS]]  
[[CITY, STATE ZIP]]

Any notice to Member shall be delivered to the address above by hand or by first class mail. If such mail is properly addressed and delivered or mailed, as required above, it shall be deemed notice for all purposes, given when sent or delivered, even if returned as undelivered.

**23. Governing Law**

This Agreement is governed by and construed in accordance with the laws of Tennessee and Member irrevocably submits to the exclusive jurisdiction of any court of competent jurisdiction in and for Knox County, Tennessee and agree that a final judgment in any action or proceeding is conclusive and may be enforced by suit or in any other manner provided by law or in equity.

**24. Termination**

Kitchen LinK reserves the right, in its sole discretion, to terminate Member’s Membership, access to the Benefits or any portion thereof at any time, if Member or its guests become disruptive to Kitchen LinK or other users or participants, if Member fails to follow the Standards of Conduct, or if Member otherwise violates the terms of this Agreement. Member shall not be entitled to a refund of any portion of the fees and shall not be excused from any remaining payments under a payment plan in the event of such termination.

Either Party may terminate this Agreement upon 60 days prior written notice to the other Party; provided, however, if Member terminates prior to the expiration of the Term, Kitchen LinK shall retain the Annual Membership Fee. Kitchen LinK reserves the right to terminate any Benefits at any time. All obligations and responsibilities of Member under this Agreement, which are not fully performed shall survive the termination of this Agreement.

**25. Execution by Member**

The Party or parties executing this Agreement on behalf of the Member warrant(s) and represent(s): (i) that such executing Party (or parties) has (or have) complete and full authority to execute this Agreement on behalf of Member; (ii) that Member shall fully perform its obligations hereunder; and (iii) Member is at least 21 years of age.

**26. General**

This Agreement embodies the entire agreement and understanding between Member and Kitchen LinK relating to its subject matter and merges all prior discussions, oral or otherwise. If any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of this Agreement as a whole. Kitchen LinK shall not be deemed hereby to have waived any rights or remedies it may have in law or equity, nor to have given any authorizations or waived any of its rights under the terms of this Agreement, unless, and only to the extent, it does so by a specific writing signed by a duly authorized officer of Kitchen LinK. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

***\*Signatures appear on following page\****

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SIGNATURES

Member:

IN WITNESS WHEREOF, Kitchen LinK and Member have executed this Agreement as of the Effective Date.

Kitchen LinK:

**Kitchen LinK, LLC**, a Tennessee limited liability company

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

Kathryne Ogrod  
Print Name

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

Kitchen LinK Address:

\_\_\_\_\_  
Street Address

Knoxville, \_\_\_\_\_ Tennessee  
City State Zip

\_\_\_\_\_  
Email address

Kitchen LinK Telephone:

\_\_\_\_\_  
Phone number

**{Member\_Full\_Name}**, {Member\_Jurisdiction\_Type}

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

{Member\_Rep\_Full\_Name}  
Print Name

{Member\_Rep\_Title}  
Title

Date: \_\_\_\_\_

Member Address:

{Member\_Street}  
Street Address

{Member\_City} \_\_\_\_\_ {ST} \_\_\_\_\_ {Zip}  
City State Zip

{Member\_Email}  
Email address

Member Telephone:

{Member\_Telephone}  
Phone number

Member Website:

{Member\_Website\_URL}  
Website

Is it OK to publish your name, company, position, and web site on our website and/or member directory and web site, as applicable? Your personal contact information (phone, address, email) will be kept private.

\_\_\_\_\_ Yes \_\_\_\_\_ No

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**EXHIBIT A “STANDARDS OF CONDUCT”**

Kitchen LinK adopts these Standards of Conduct to ensure orderly operations and to provide the best possible environment for members of the Kitchen LinK Network. Kitchen LinK expects Member, its employees, agents, guests, invitees, visitors and/or any other persons caused to be present during the Member’s use of the Benefits to adhere to these standards of conduct while on Kitchen LinK premises, attending Kitchen LinK events, functions, or activities, or otherwise participating in or representing the Kitchen LinK Network.

While not intended to list all forms of behavior that are considered unacceptable, the following are examples of conduct that may result in removal from a Kitchen LinK activity, event or function and/or termination of a Kitchen LinK Network Membership:

- theft or inappropriate removal or possession of property,
- participating under the influence of alcohol or illegal drugs
- possession, manufacture, sale, transfer, distribution or use of alcohol or illegal drugs
- fighting or threatening violence
- immoral actions or intimidating others
- boisterous or disruptive activity
- carrying a weapon
- negligence or improper conduct leading to damage of property
- violation of safety or health rules
- sexual or other unlawful or unwelcome harassment or touching
- unauthorized disclosure of Confidential Information
- violation of any guidelines or policies set forth by Kitchen LinK as applicable to all members of the Kitchen LinK network or to any specific activity, event or function hosted by Kitchen LinK