

**Brown County Culinary Kitchen**

**LIABILITY & CONFIDENTIALITY**

**Limitation of Liability:** User agrees that any and all claims involving Brown County Culinary Kitchen (BCKK) are strictly subject to the following limitations: a. Indemnity Clause. User will further indemnify and hold the BCKK harmless from and against any and all liabilities, claims, demands, suits, losses, damages, costs, attorney’s fees and expenses for bodily injury to, or death of any person, or damage to or destruction of any property, caused by any negligent or intentional act or omission on the part of user, its officers, employees or former employees. Except BCKK shall not be held harmless for any such liabilities, claims demands, suits, losses, damages, costs, attorney’s fees and expenses caused by any negligent or intentional act of omission on the part of the BCKK, its officers, employees or agents.

**Business Services:** All Business Services provided by BCKK and/or any officers, staff, or other agents of BCKK are provided solely for the purpose of assisting User in the operation of its business. BCKK makes no representations, warranties, or guarantees that the business services provided will result in the success of the Company. User acknowledges and agrees that BCKK and any officers, staff, trustees, or other agents of BCKK are not liable to the Company or its principal(s) or owner(s) for any damages resulting from the use of or reliance upon the business services provided by BCKK.

**Liability:** Brown County Culinary Kitchen shall not be liable for any damage to either person or property sustained by the tenant or by any third party arising in any way out of the User’s use, operation, occupancy of BCKK premises, or sale or distribution of any product manufactured on the premises. The Users covenant and agree to indemnify, defend, and hold harmless BCKK and its employees from all claims, costs, and liability arising from or in connection with damages, injuries to persons (including death), or property in, upon or about the BCKK premises, or any portions thereof, or resulting from the sale, distribution, and use of any product manufactured by the User on the BCKK premises.

**Confidentiality:** User and BCKK agree and acknowledge that the Kitchen is a shared-use facility and may be occupied and used simultaneously by similarly situated third-party Users (“others”). The Parties further acknowledge and agree that the conduct of user’s business and production of User’s food products may involve the use of recipes, techniques, sources of ingredients, financial and business records and other information that is owned and used exclusively by the User that constitute trade secrets or proprietary knowledge that must remain confidential for the protection of User’s business (“Confidential Information”). User acknowledges and agrees that others may also have Confidential Information that applies to conduct of their own business. User and BCKK acknowledge and agree that User’s Confidential Information may be disclosed to the BCKK for the purpose of providing product authorization, training, or business services to User.

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Signature: Kitchen User

\_\_\_\_\_  
Date

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Signature: BCKK Representative

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Date