

PILOT LEASE & SCOPE OF WORK AGREEMENT

("Agreement")

Parties:

- **Lessor:** [Your Company Name, address, contact]
- **Lessee / Venue:** [Resort / Property / Estate Name, address, contact]

Effective Date: _____

Term: ____ days (e.g. 30 / 60 / 90 days) (Pilot Term)

1. Premises & Location

- The Lessor will provide one (or more) Citroën-style food/coffee kiosk(s) (the "Kiosk") to be placed at a designated location(s) on Lessee property, specifically: _____ (physical description, map or attachment).
- Lessee shall ensure a level pad, required utilities (power, water, drainage) and access path are ready Prior to **Delivery Date:** _____.

2. Use & Operation

- The Kiosk may sell [ice cream, coffee, wine/beverage, snacks, soda — list menu categories].
- Lessee grants Lessor nonexclusive access to the area for the Pilot period solely for this use.
- Operating hours: _____ (e.g. 8 am to 10 pm) — may be adjusted with mutual agreement.

3. Lease Fee / Revenue Share (Pilot Terms)

- Option A: **Fixed Fee** — Lessee pays Lessor \$ _____ per month (prorated for pilot)
- Option B: **Revenue Share** — Lessee pays Lessor \$ _____ base + % of **Gross Revenue over threshold of \$** _____
- Settlements: weekly (or biweekly) reporting and payment within ____ days of report.

4. Utilities & Site Costs

- Lessee (venue) shall provide/maintain all utility services (power, water, drainage, waste removal) to the Kiosk at no cost to Lessor.
- Lessee is responsible for any required site preparation (pad, pathways, safety barriers) per Lessor's specifications, to be installed before the start date.
- At end of pilot, Lessee will return the site to condition (or pay for restoration) if damage beyond ordinary wear.

5. Staffing, Training & Maintenance

- **Client-Staffed** — Lessee provides trained staff to operate the kiosk.
- Lessee will perform routine maintenance, cleaning inside and out, mechanical checks and service on all equipment used for food and beverage service, and including tire air pressure. Lessor to provide maintenance and repairs on structural, body, wheels and chassis of kiosk, including any electrical or plumbing repairs, that may occur during normal operation. Any damage to the kiosk that results from lessee or their employees or customer's negligence is the responsibility of the Lessee for repair costs or replacement.
- Downtime: if kiosk is non-operational for a period of greater than 72 hours that is not the result of damage caused by Lessee, its employees or customers, Lessor will provide a temporary backup unit or compensation (e.g. rent abatement).

6. Insurance & Indemnity

- Lessor will maintain commercial general liability insurance (minimum \$1,000,000 per occurrence, \$2,000,000 aggregate) covering operations.
- Lessee shall be named additional insured on Lessor's policy (or vice versa, as negotiated).
- Each party indemnifies the other for its negligence; Lessor responsible for kiosk operation risks, Lessee for property/site risks.

7. Permits & Health Compliance

- Lessor will secure or assist with required food vending / health permits, up to _____ (cost cap) with Lessee's cooperation.
- The Kiosk must comply with all local health department regulations; Lessee and Lessor will cooperate on inspections and compliance.

8. Reporting & Audit Rights

- Lessor shall deliver (weekly / biweekly) sales & transaction reports (gross revenue, transaction count, average ticket, product breakdown) on or before ____ day(s).
- Lessee shall have audit rights (once during pilot) to check sales records, POS systems.
- Parties may include penalty or bonus clauses tied to performance (e.g. if revenue > X, bonus or lease conversion option).

9. Termination & Renewal Option

- Either party may terminate this Agreement with ____ days' written notice (e.g. 14 days).
- If performance meets agreed criteria (e.g. \$ revenue, transaction goals, guest satisfaction), Lessee has option to convert to a 12–36 month lease under negotiated rates.
- At termination, Lessor will remove the kiosk; Lessee must restore the site to original condition (unless otherwise agreed).

10. Confidentiality & Non-Compete

- Both parties agree not to disclose pricing, terms or proprietary processes from this pilot.
- Lessee agrees not to lease/contract a competing kiosk model for ____ months post pilot (if exclusivity clause is applied).

11. Governing Law / Dispute Resolution

- This Agreement governed by the laws of the state of _____.
- Disputes subject to arbitration (or venue) under [AAA / JAMS / etc.] in [County, State].

12. Miscellaneous

- Assignment: neither party may assign without prior written consent.
- Force Majeure: delays due to acts of God, governmental restrictions, etc.
- Notices: in writing, to addresses listed above (or email plus certified mail).
- Entire Agreement: supersedes prior proposals; any modification must be in writing and signed.

Signatures

Lessor: _____ Date: _____
 Lessee: _____ Date: _____

SOW / Attachment: Scope of Work & Site Requirements

A. Site Prep Checklist

- Level pad / concrete slab / paver area (min dimensions: 10 feet × 20 feet)
- Power: will be determined by equipment and menu selection, min. 15 amp, 110 volt service with outdoor plug within 30 feet of kiosk placement and no tripping hazard for power cord across walkways or walking paths.
- Water supply & drainage (if needed)
- Waste / refuse container nearby
- Access for delivery and periodic service / maintenance
- Site layout plan & drawing (to scale)
- Permitted clearance (fire, ADA, safety setbacks)

B. Kiosk Delivery & Installation

- Delivery date: _____, time window
- Lessee to provide forklift / crane / site access (if needed)
- Mount kiosk, level & anchor points
- Connect power, water, drainage, data / POS wiring
- Test all utility hookups

C. Staff Training & Start-Up

- Pre-opening training: Lessor provides staff training on our provided equipment, cleaning, opening and closing protocols, including safety and locking instructions.
- On first day of operation, Lessor provides onsite supervision / quality check
- Inventory stocking is responsibility of lessee
- Opening day coordination with Lessee (guest info, signage)

D. Maintenance Required by Lessee and its regular maintenance staff on property

- Lessee to provide daily cleaning & inspections, inside and outside of the kiosk.
- Regular mechanical check (electrical, water pumps, refrigeration or other equipment)
- Phone / remote support, trouble response, and reporting any damage or malfunction is available by calling (828)551-0850

E. Data / Reporting Deliverables

- Weekly sales report: gross sales, comps by product line, # transactions, ATS (average ticket size)
- Guest satisfaction feedback: short survey / comment logging
- End-of-pilot summary: recommendations for lease pricing, expansion proposals