



# KITCHEN

## Kitchen Incubator Policies and Procedures Introduction to the Catapult Kitchen Incubator

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## Kitchen Incubator Policies and Procedures **Introduction to the Catapult Kitchen Incubator**

### **Welcome to Catapult**

We are glad that you are here. Thank you for building your business in our community. We are here to support you in your journey of entrepreneurship, and we are excited to cheer on your business.

### **Who We Are**

We are a 501(c)(3) non-profit entrepreneur center, serving Lakeland startups. We exist to:

- Showcase Lakeland as a place where you can start something
- Provide value-added educational opportunities that result in growing companies
- Launch companies into brick + mortar spaces
- Connect corporations with the innovative startup community and vice versa
- Recruit and retain talent
- Foster the growth of third spaces for Lakeland employees to enjoy after work

We chase these goals by providing access to affordable workspace, intentional education programming, and funding opportunities. It is our mission to increase the viability of start-ups in our community.

### **Our Member Values**

Catapult is a community of entrepreneurs, each chasing a different goal. As we pursue those separate objectives, we are committed to upholding common values. These values were crafted in collaboration with our members to represent what we aspire to as a community:

**We are innovators.** We challenge the conventional and value the possible.

**We are learners.** We are motivated by continuous improvement and adamantly pursue opportunities to grow.

**We are visionaries.** We are committed to bringing the best version of our city to life.

**We are community.** We celebrate each other and embrace diversity because we are better together.

**We are grateful.** We reflect the immense generosity extended to us by serving and supporting the next generation of startups.

### **Our Staff**

The Catapult staff is always eager and willing to assist with questions and inquiries. The kitchen manager serves as the main point of contact for kitchen members. A complete list of staff can be found at <https://catapultlakeland.com/team/>.

#### **Elena Schillinger**

Kitchen Manager

Email: [elena@catapultlakeland.com](mailto:elena@catapultlakeland.com)

Office Phone: (863) 940-9660

Catapult is staffed Monday - Friday, 8:30a.m. - 5:00p.m., excluding major holidays.

### **Membership Structure**

To serve the needs of varying entrepreneurs, Catapult offers three separate types of membership: workspace membership, maker space membership, and kitchen membership.

#### **Kitchen Membership**

Kitchen membership includes access to our commercial kitchen space and a suite of benefits including permitting assistance, discounted educational resources, mentorship, funding opportunities and more. It

is our goal for each of the members of our kitchen incubator to eventually launch into a space of their own.

Kitchen membership is based per business, rather than per person. Each member business will designate a primary owner who will act as the main point of contact between the member business and the kitchen manager. Information about kitchen member employees will be discussed in depth later in these policies.

Once their permitting is complete, owners of member businesses have the added benefit of access to individual mailboxes, open coworking tables, phone booths, and unlimited coffee + snacks.

### **Workspace Membership**

Two workspace member perks are available to kitchen members through an add-on basis: conference room time and printing. For the price of \$65.00 per month, kitchen members can add 10 hours of conference room time 50 pages month of printing. (Additional pages run \$0.04-\$0.10 per page). Conference rooms and printing are also available a la carte.

### **Makerspace Membership**

The makerspace is designed for entrepreneurs who manufacture or prototype. This space is equipped with a wood shop, a metal shop, and a variety of equipment. Reach out to Catapult's makerspace director to learn more about this membership. Kitchen members can add on a makerspace membership at the rate of \$65.00 per month, per person.

## **Onboarding Process**

After acceptance into the kitchen incubator, the onboarding process contains three steps: meeting for orientation, gathering documents, and gaining an annual food permit.

### **Meeting for Orientation**

At this orientation, the primary owner meets with kitchen staff to review policies and procedures, needed documents, and next steps for the kitchen. Policies are signed, a permitting guide is reviewed, and a plan for gathering remaining documentation and applying for an opening inspection is made.

The \$65 joining fee is due on the day of orientation. This will be billed through the Food Corridor.

Following orientation, the kitchen manager will send:

- Policies and Procedures to be signed
- Lakeland Electric Bill for permit application
- Review of resources
- Other items discussed or requested during orientation

After orientation, the kitchen member is responsible for submitting documentation to the kitchen manager and applying for an annual food permit with the applicable regulatory agency, within a two-month timeline.

### **Gathering Documentation for the Kitchen**

Due to federal, state, and local regulations, food businesses will need to gather documentation to secure an annual food permit. We have compiled a detailed guide that covers where and how to obtain each of the documents listed above. Email the kitchen manager or visit the Catapult website to get a copy.

Of the listed documents, Catapult must have a few key pieces on file for each member business prior to operation in the kitchen. To add these to your file, email the kitchen manager with scanned copies.

Items needed include:

- Business Entity Paperwork – such as an LLC, DBA, Corp., etc.
- Florida Fictitious Name (if applicable)
- Employer Identification Number **Catapult Needs a Copy**
- Sales Tax ID Number (if applicable)
- Business Bank Account **Link to Food Corridor**
- Food Manager Certification **Catapult Needs a Copy**
- General Liability Insurance **Catapult Needs a Copy**

### **Employer Identification Number**

For IRS compliance, we require an Employee Identification Number (EIN). This piece can be obtained through visiting IRS.gov, or for more information, see our [How to Start a Food Business Guide](#).

### **Insurance**

Catapult Lakeland’s address must be a location covered by the insurance of a kitchen member business for a minimum of \$2 million in general liability insurance. Before the start of kitchen usage, an ACORD form must be on file with the following address listed as an additionally insured location:

Catapult Lakeland  
 502 E Main Street  
 Lakeland, FL 33801

### **Food Manager Certificate**

To operate within the guidelines for food safety, the primary owner must have a Food Manager’s Certification. **We require at least one certified food manager to be present during every shift in the kitchen.** A copy of this certification is due to the kitchen manager before the member’s opening inspection.

### **Business Bank Account**

Members are required to connect a bank account to the Food Corridor system. This system stores your bank information in an encrypted format.

## **Documentation Summary**

In summary, an employer identification number, insurance certificate, and food managers certification must be on file with the kitchen manager and a business bank account must be linked with the Food Corridor platform, **prior to the first shift in the kitchen.**

**A member has two months after orientation to schedule their opening inspection.** It is our expectation that member businesses gather these items and submit their application to their respective permitting agency during this two-month timeline. After this documentation is gathered, it is the member's responsibility to apply for their Annual Food Permit.

## **Gaining a Permit**

Each business in the kitchen must have an Annual Food Permit to operate. There are three regulatory agencies that oversee the production and sale of food in the state of Florida:

1. The Florida Department of Health
2. The Florida Department of Business and Professional Regulation
3. The Florida Department of Agriculture and Consumer Services

Except in specific cases, a business will need a permit from **one** of these areas.

## **Department of Health**

The Florida Department of Health regulates foodservice operations located in institutional settings, civic and fraternal organizations, bars, and lounges that don't prepare foods, and theaters that limit their foodservice to specific items. Because of these limits, Catapult does not interact with the Department of Health.

## **Department of Business and Professional Regulation (DBPR)**

This department permits and regulates Catapult as a shared kitchen space, as well as several businesses in the kitchen. The DBPR has jurisdiction over foodservice establishments serving directly to the consumer, such as food trucks, caterers, temporary event vendors, seating, and non-seating restaurants.

## **Department of Agriculture and Consumer Services (FDACS)**

This department oversees food manufacturing and sale. This includes food processing plants, bakeries, supermarkets and grocery stores, coffee shops, juice and smoothie bars, and convenience stores.

At orientation, kitchen manager and the primary owner will discuss which agency (DBPR or FDACS) has jurisdiction over the business, and a guide specific to the type of permitting will be given to aid the member in the process. The kitchen member will follow the guide to apply for the permit and schedule an opening inspection with their respective agency at the kitchen. Kitchen staff are available to answer questions throughout this process and will be present at the opening inspection. Once a kitchen member completes their opening inspection, they may begin operating in the kitchen.

### **Kitchen Member Expectations**

Kitchen members receive subsidized rates for kitchen usage and are subject to the following expectations. The goal of the kitchen is to provide a space for start-up food businesses.

#### **Member Check-Ins**

Primary owners will meet with Catapult staff every three to six months to review profit and loss statements from the previous quarter. The purpose of these check-ins is to identify areas for business growth. This information will be kept confidential, and the purpose of this meeting is to identify opportunities for the business to grow.

#### **Data Collection**

As a 501(c)(3) nonprofit, Catapult collects an annual survey to assess yearly impact and opportunities for future growth. This data will be kept confidential; however, it is essential for each business to complete this survey, as the board and the funders of Catapult use this data to make strategic decisions. Sales data is also required after pop-up window usage.



## **Education Participation**

Catapult is actively developing educational opportunities for its members. We may ask members to complete education that is designed to further the growth of their business, in line with our mission to launch companies out of the space. This includes workshops, mentorship sessions, and courses.

## **Scratch Made Products**

As our kitchen grows, we strive to upkeep our reputation in the community as a scratch-kitchen. Scratch kitchens are those that minimize the use of prepared ingredients + convenience products to craft each product using raw materials. We find that this is important to the consumers in Lakeland, who want to understand how the products that they eat are made. It our expectation that our members uphold this standard in their operations to produce the best food possible.

## **Participation in the Catapult Community**

Access to kitchen space is only one piece of what Catapult has to offer. To get the most out of Catapult membership, we ask members to participate in member events, share their expertise, and take advantage of the networking connections created by the Catapult community.

## **Communication**

Most of our communication with members happens through email. We expect members to check their email for kitchen updates, sales opportunities, requests for member check-ins, and more.

## **Catapult House Rules**

There are several house rules that members of all spaces (workspace, makerspace, and kitchen) are responsible for following.

- **Smoking:** This is a non-smoking facility.
- **Sexual Harassment:** Don't even think about it. We have a zero-tolerance policy.
- **Sexual Conduct:** Prohibited on premises.
- **Firearms & Weapons:** You will be asked to leave if you bring weapons to the facility.

- **No Sleeping Overnight**
- **Drugs and Alcohol:** Under the influence of alcohol or illegal drugs is not allowed at any time and you will be asked to leave.
- **Propane:** No propane or propane powered equipment is allowed to be stored or operated in the space as this is a fire hazard.
- **Animals:** No animals are allowed in the kitchen space.
- **Music:** We love music, but only when agreed by all present. No headphones or Air Pods in the kitchen space.
- **Peddling Your Wares:** Peddling your wares at Catapult Lakeland is not what our community is about, so please don't behave as such. That includes multi-level marketing and other such pitches for a quick buck.
- **Harmonious Relations with Staff and Others:** Negative comments about co-workers or the facility don't develop harmony, so please don't feed negativity, or you will be asked to leave.
- **Confidentiality:** A collaborative, harmonious environment is built on trust. You will hear ideas and proprietary information from co-workers, sponsors, affiliates, and partners. Treat that confidential information the way you would want your own intellectual property to be treated.

### **Billing for the Kitchen**

Billing for the kitchen is completed through the Food Corridor platform, linked to a business's bank account information. The platform uses an auto pay system with a linked ACH account or credit card. By using this software, you agree to the 2% ACH or 4% credit card processing fees that are collected by the Food Corridor. On the 5<sup>th</sup> of each month, the linked payment method will be charged the invoiced amount.

### **Initial Kitchen Bill**

During the month of your opening inspection, you will pay only the hourly rate for actual hours used, on an a la carte basis. These reservations will be billed individually until the 5<sup>th</sup> of the next calendar month.

### **Billing Schedule**

**Kitchen bills always run on the 5<sup>th</sup> of the month and follow this schedule:**

**First Calendar Month after Opening Inspection:**

- \$300 monthly minimum
- Storage based on member usage

**Each Following Month**

- \$300 monthly minimum
- Hourly overages from previous month
- Storage based on member usage

**Insufficient Funds**

Bills are due on the 5<sup>th</sup> of each month. If a member's payment method, comes back with insufficient funds, they will have until the 15<sup>th</sup> of that month to resolve this discrepancy without a late fee of \$50.00 applied the account. The Food Corridor will send an email to the account on file notifying of the missed charge.

If a member does not resolve this issue by the next monthly bill, Catapult has the right to suspend membership in the kitchen, which includes closing the annual food permit associated with the address.

Questions regarding billing should be directed to the kitchen manager.

# Catapult Kitchen Usage

This section covers all information needed for a shift in the kitchen, from making reservations in the space, to utilizing the various areas, to cleaning and finishing a booking.

## Before Your Shift

Before a shift, consider what tasks will be completed during the shift, what equipment is needed to produce items, which kitchen space is best, and what attire is suited for the tasks in the space.

## Reservation Policies

Prior to kitchen usage, all members must have approved Food Corridor reservations. If a kitchen member uses the space without prior reservations, **the account will be billed at double the rate for the respective space.** All kitchen members are required to have Food Corridor accounts with an associated payment method, as stated in our billing policies. We request 24-hours for an approved reservation.

## Calendars

On the Food Corridor platform, multiple calendars are displayed representing various spaces within the kitchen: Prep Stations 1-4, Bakery Prep Station, Foodservice Room, and Specialty Room. Book the space that fits business production needs.

## Booking Time

It is the members' responsibility to book enough time to load, unload, prep, and clean. Keep this in mind when deciding the length of your shift as they may not always be able to be extended. Catapult will attempt to accommodate the needs of all members, although sometimes schedules do not permit flexibility. **Any cancellations occurring after the 24-hour mark will be charged to the account of the member.**

## Station Unavailability and No Shows

Catapult reserves the right to deny bookings if a member displays a habit of missing booked time in the kitchen. If a

member wishes to book a time slot that is currently unavailable, the member may email kitchen staff to be put on a waiting list.

### **What to Bring**

Before arriving at the kitchen, consider what tools are necessary to complete production. Catapult has compiled a list of recommended items, located in the appendix of this document, as needs vary by business.

All Catapult members are expected to use their own thermometers, knives, gloves, storage containers, and ingredient scales in the kitchen.

**Catapult Equipment and Smallwares:** During each shift, the entire equipment library, including smallwares is available to all members. A full list of Catapult Kitchen equipment can be found [here](#). Please note that Catapult smallwares (sheet pans, roasting pans, etc.) may not be used for any post-shift storage. Catapult highly recommends that members procure storage containers.

**Member Equipment and Smallwares:** Members may bring in food safe and NSF certified equipment and smallwares to serve their needs. Member should label these items with either their business name or a distinctive mark (i.e., yellow duct tape) to signify ownership. These items can be stored in one of three ways:

1. In Common Space: Small pieces of equipment or smallwares stored in the Catapult equipment library are available for use by all members.
2. In Member Storage: Members may rent space to store items. Items in rented space are for private use only.
3. In Outside Storage: Items may be brought to the kitchen during each shift.

**Large Equipment Storage.** Any large equipment (i.e., a laminator, a fryer, etc.) that requires dedicated square footage in the kitchen must be approved by the kitchen manager prior to use or storage. All equipment brought into the space must be both UL and NSF certified to comply with city regulation.

Equipment that requires propane is not allowed in the kitchen. These storage requests will be handled on a case-by-case basis and an additional charge for item storage may apply.

### **What to Wear**

In a commercial kitchen, it is essential that the appropriate attire is observed.

**Clothing.** Wear clothing that will help prevent injuries from splatters and spills. Shorts, short skirts, and sleeveless shirts are not permitted. Chefs' coats with jeans or chef pants are recommended.

**Apron:** Aprons are highly recommended and must be removed before exiting the kitchen, even temporarily.

**Shoes:** Slip resistant shoes are required in the kitchen. Running shoes, heels, or open toed shoes are not permitted.

**Hair:** Hair restraints are required during operation in the kitchen. Acceptable hair restraints include hair nets, baseball caps, skull caps, and chef hats. Beards must be kept neat, trimmed, and covered.

**Jewelry:** No jewelry, outside of plain wedding bands, may be worn in the kitchen.

**Makeup/Nail Polish:** Heavy perfume and nail polish are not permitted in the kitchen.

### **Catapult Health Policy**

Those who are exhibiting symptoms of illness are not permitted in the kitchen. Those with signs of sickness from nausea or diarrhea or flu symptoms will be asked to leave the kitchen immediately. Refer to [DBPR Form HR-3030-039](#) for the complete health policy.

## Using the Kitchen

After preparing for a shift in the kitchen through booking reservations, analysis of equipment needs, and selecting the correct attire, a kitchen member is ready for a shift in the kitchen. This section covers essential information for use during a shift in the kitchen, from entry into the space to the cleaning checklist.

### First Shift

Catapult recommends that a kitchen member's first shift is within kitchen staff's office hours, Monday through Friday, 8:30 a.m. – 5:00 p.m. This will allow any questions about equipment operation or check out procedures to be answered immediately by kitchen staff.

### Entry to the Kitchen

Each primary owner will be given Bluetooth access to unlock the front doors, two kitchen doors and the entry to the workspace on the second floor. Kitchen members have 24/7 access to the space, regardless of staffed hours. Members are responsible for carrying their phone to ensure entry into the space.

Catapult's main entry is unlocked during the Catapult's staffed hours, Monday-Friday, 8:30 a.m. – 5:00 p.m., excluding major holidays. The receiving room entry and the interior kitchen entry are always locked.

**For security purposes, do not prop doors.**

### Using the Receiving Room

For loading and unloading, members are able to pull up to the drive on the east side of the building, between the Catapult building and the Amtrak station. This area is for temporary usage only. After unloading, proceed to the parking lot on the opposite side of the building.

### Deliveries

Deliveries can be received through this room. Instruct delivery drivers prior to arrival at Catapult to pull into the receiving driveaway on the east side of the building for deliveries. **Members must be present to sign and store deliveries at the kitchen.** Catapult is not responsible for handling member deliveries, and they will be rejected if the member is not present.

## **Who Can Be in the Kitchen?**

Only primary owners, their additional employees, and Catapult staff may enter the kitchen. Members must adhere to the hygiene guidelines to be permitted to work in the kitchen.

Coworking or makerspace members are not permitted in the kitchen area. Children under the age of eighteen (18) are not permitted. **Minor employees are permitted only after the child labor law addendum to this policy is signed.** Clients of kitchen members are not permitted in the kitchen but can be hosted in the atrium for order pick or in the conference rooms for meetings and tastings. Animals may never enter the kitchen incubator.

## **Kitchen Member Employees**

Member businesses may bring additional employees to the kitchen space. Per the terms of use document, primary owners are responsible for the conduct of employees at the kitchen. Employee behavior resulting in fines will be billed to member business's account through the Food Corridor.

**Before allowing an employee into the kitchen,** a member must have their employee sign the policy document, available at [bit.ly/cat-kitchen-employee](http://bit.ly/cat-kitchen-employee). This can be signed on a computer or smartphone. There will be a fee charged to the account of owners who fail to have their employees sign these policies.

**The primary owner must be present when employees are at work.** The member is responsible for ensuring that their employees follow all policies in the kitchen.

**A business can designate a manager,** who is qualified to supervise employees when the primary owner is not on site. Once they obtain a Food Manager's Certificate and sign a copy of the Kitchen Policies and Procedures, they may receive Bluetooth access to the kitchen space. Contact kitchen staff to set up a time during staffed hours to set up their credential.



Employees must **always** be supervised by either the primary owner or a designated manager. Cases of unsupervised employees will be fined at \$50.00 per occurrence and may be cause for dismissal if policies are repeatedly violated.

**In accordance with Florida Law, all employees must have a food handler certificate within 60 days of hiring. Direct questions about this subject to the kitchen manager.**

Members are responsible for following all guidelines surrounding employment law in the State of Florida including retaining appropriate paperwork and paying applicable employment taxes. An accountant is a helpful resource in this area. If a member has more than four employees, they are responsible for retaining worker's comp insurance in accordance with Florida employment law.

### **Personal Food**

Food items meant for personal consumption should be clearly labeled and dated and kept separate from ingredients and finished products. Members should not consume meals inside the kitchen but should use the exterior patio or atrium areas. **Beverages in the kitchen must be a sealed container with a straw.** Twist cap water bottles or unsealed cups are not permitted.

### **Lockers**

Personal items such as purses, backpacks, computers, office items, etc., should be stored in provided lockers.

### **Mail**

Catapult's address can be used as a business address for member start-ups. Incoming and outgoing mail is placed in the mail room on the second floor. If you would like an individual slot for your business mail, email the kitchen manager.

By signing these policies, a member agrees to allow Catapult staff to sign for mail and packages (excluding food deliveries). Catapult is not responsible for lost, stolen, or damaged mail items. Members must

notify Catapult staff in writing if consent for receipt and signature for any mail addressed to a member or business name is not granted.

Mail should be addressed to:

Your Business Name  
Catapult Kitchen  
502 E. Main Street  
Lakeland, FL 33801

### **Phone and Internet Usage**

Cell phones are notoriously unsanitary. Please take calls in the receiving room, or on the exterior patio. After taking a call, members must wash hands. Wi-Fi is provided for the use of all members and their employees and should be treated as a shared benefit. If a member engages in any illegal online activities, they will be asked to leave.

### **Station Use**

Each station in the kitchen is designed for varying functions. Therefore, policies also vary to reflect those differences. **Please note that posted signage by Catapult always supersedes written policies.**

**Shared Prep Area Usage:** Reservations in one of these spaces reserve **two prep tables**, labeled with their respective numbers and includes access to the full hot line, equipment library, scullery, and working refrigerated space.

This space is billed hourly, the current rate is \$15.00. This space may be shared with up to four additional business at max capacity, each operating at separate reserved prep tables, and sharing the remaining amenities. **All equipment along the hot line is shared and subject to a first come, first serve basis. Use of the 30- and 60-quart mixers requires a separate booking in The Food Corridor.** If production requires more than two prep tables, members must reserve more than one station.

### **Working Storage Space**

During a shift in the shared prep area, members have access to temporary storage. At each station, members can

utilize two undershelves of their labeled prep tables for ingredient and prep tool storage. Additionally, each prep station has a shelf labeled with the corresponding station number in the walk-in cooler.

If a member business requires additional or overnight space, the primary owner may request the storage space be added to their monthly bill. Additional information may be found under the **Kitchen Storage** heading.

### **Set-Up & Breakdown in the Kitchen**

A comprehensive list of set-up & breakdown procedures can be found in the [Catapult Kitchen Resources](#) and posted in the kitchen. Follow these steps each shift to ensure the kitchen is ready for the next user. If a station is left unclean at the end of a shift, there will be a \$50 fine assessed to the owner's Food Corridor account.

**Foodservice Room:** Reservations must be made prior to use and include access to all equipment stored in this room, as well as an access point to the outdoor window service and to the adjacent conference room. However, an approved reservation in this room does not constitute an approval to operate a pop-up in the space. Follow the guidelines under the **Sales at the Kitchen** heading in this guide.

**Specialty Room:** The specialty room includes access to the entire room and all accompanying equipment. Catapult will work with members who require specific certifications for this room. Catapult reserves the right to change the requirements for use of this room in the kitchen. This room has posted instructions for shift end cleaning expectations, as this space varies from the main space.

### **Equipment Usage**

Catapult provides select equipment, smallwares, and consumables for use by members. Members are not permitted to take any of these

items out of Catapult, even for temporary use. Follow posted standard operating procedures for the usage and cleaning of equipment.

### **Cleaning Chemicals**

Catapult supplies cleaning chemicals for the maintenance of the kitchen, including dish soap, hand soap, and sanitizer. The chemicals must be used appropriately and for the correct task. Members should refer to the documents in the Material Safety Data Sheet (MSDS) binders, located in the receiving room, if questions arise.

### **Kitchen Storage**

Personal property is the sole responsibility of each member. Catapult and other members are not liable in any way for safeguarding member property. Members must bring their own locks for storage security (exempting locker use) and provide Catapult with the applicable spare key or lock combination. Catapult is not responsible for product spoilage due to refrigeration power outages.

It is essential that all food products are properly stored in the kitchen prior to ending a shift. Storage space can be added to a member's allotment at the below rates, which are consistent throughout all storage spaces.

#### **Current Pricing Rates**

\$20.00 per shelf

\$30.00 per speed rack

\$60.00 per cage

\$80.00 per pallet

All storage such as shelves, cages, and speed racks are provided by Catapult. Do not bring outside storage shelving into the space.

Before utilizing additional storage, email kitchen staff to have storage assigned and labeled. All storage changes must be requested in writing. **Unreported storage utilizations will be billed at twice the normal rate.** Storage rent is added to a member business's monthly bill through the Food Corridor, and subject to the following requirements.

#### **Storage Requirements**

Members are expected to organize and clean storage areas regularly. Ingredients, equipment, or products must be clean and organized in the designated space only. Do not store anything outside of your labeled storage areas. Never store anything on the floor.

### **Dating/Labeling**

All items stored in the kitchen for more than 24 hours must be labeled with the month and day of production, as well as the common name of the product. Food may be stored in its original package; however, the package must be labeled with the date it was opened. Items not clearly labeled or stored may be thrown away. Catapult Lakeland, Inc. is not responsible for equipment, food, clothing, etc. left at the kitchen.

### **Raw Meat Products**

Raw meats and eggs should be stored on a sheet tray to prevent leakage and placed on the bottom of a shelving unit or cage. Contact the kitchen manager if you need to move your storage to comply with this regulation.

### **Inspection and Disposal**

All storage at Catapult is subject to random inspection. Catapult must be given keys or combinations for locked storage. Catapult reserves the right to dispose of any food that is deemed unsafe.

## **Emergency Action Plan**

### **Emergencies**

For serious emergencies, call 911. This may be a medical problem, any type of fire, any life-threatening situation, or to report a crime in progress.

If safe to do so, please call our after-hours line at (863) 940-9651 after you call 911.

### **After-Hours Phone Number: (863) 940-9651**

Someone on the Catapult staff is on-call after business hours. Please call us in case of a fire, gas leak, faulty lock, water emergency, leaking

roof, electrical issue, backed up sewer line, etc. This number is posted on the kitchen manager's office in the kitchen.

### **Non-emergency**

For non-emergencies, email the kitchen manager with a description of the situation and it will be addressed during the next business day.

### **Important Phone Numbers**

1. Poison Control Center: (800) 222-1222
2. Lakeland Fire Department: (863) 834-8200
3. Lakeland Police Non-Emergency Number: (863) 834-6900
4. TECO 24-Hour Emergency and Customer Service: (877) 832-6747

### **Closest Emergency Room: Lakeland Regional Health**

Address: 1324 Lakeland Hills Blvd, Lakeland, FL 33805

Phone Number: (863) 687-1132

This action plan is also posted in the kitchen.

### **Minor Accidents**

In the case of a minor accident, causing bodily harm or injury, please fill out an accident report form, [linked here](#) and posted in the Food Corridor. A first aid kit is in the receiving room to address minor injuries, such as small cuts or first-degree burns.

### **Fines and Fees**

Specific fines & fees are outlined below. Catapult reserves the right to fine member businesses for violation of these stated policies.

### **Unlicensed Activity**

Each member business has a license of out the space, which creates additional sales opportunities and avenues, and ensures customers that this business is regulated under the oversight of a state agency.

If a member is using the Catapult license while still producing food out of their home kitchen, there is a \$250.00 fine per occurrence. Food safety is of the utmost importance for the sustainability of our space, and we cannot have members utilizing home kitchens to produce food.

**Product Shrinkage**

Usage or theft of member product is grounds for immediate dismissal. Items stored in dry, cooler, and freezer storage are never meant for shared use.

**Equipment Fine**

It is the members' responsibility to check all equipment to ensure that it is turned off. Should any equipment be left on after a shift, a fine of \$100.00 for each occurrence, will be imposed upon you/your company and staff working under your licenses. If this occurs more than two times, the Catapult staff has the right to terminate membership.

**Workstation Cleanliness**

If a workstation is left in an unclean manner after a shift, a fine of \$50.00 will be assessed.

**Unreported Overnight Storage**

Storage that is utilized, but not reported, is subject to a rate double the respective space.

**Unsupervised Employees**

Cases of unsupervised employees will be fined at \$50.00 per occurrence and may be cause for dismissal if policies are repeatedly violated.

**Unsigned Employee Policies**

If employees of a kitchen member fail to sign the [Member Employee Policies](#), a fine will be billed to the owner's account.

**CBD Policies**

No member may produce items containing CBD extracts or oils without the written consent of Catapult as well as the applicable permit from the Department of Agriculture, pursuant to their labeling guidelines and regulations.

## Sales at Catapult

At our space, we provide a kitchen that is conducive to sales for your growing business. The following policies outline how to make a sale at the kitchen.

### Special Order Pick Up

Visitors may park in the main Catapult member lot and enter through the main atrium on the first floor, which is unlocked during business hours (8:30 a.m. – 5:00 p.m., Monday through Friday). Please note that members are responsible for communicating directions with their guests + receiving them in the atrium when they arrive to exchange product. Kitchen staff are not responsible for receiving customers at the kitchen door. **Please do not bring guests into the kitchen space, as they may not have the appropriate shoes, clothing, or hair restraints.** The door to Catapult will be locked after business hours.

### Curbside Pick Up

If a customer is picking up, members are welcome to meet them curbside in our main parking lot (please don't meet customers in the kitchen receiving drive). Signage approved by the kitchen manager may be placed in front of visitor parking during the hours of curbside pick-up. Repeated failure to collect signs may result in a fee.

### Pop-Ups at Catapult

We are thrilled to offer the opportunity to host pop-ups in our space. The goal of our pop-up window is to act as a supplementary source of revenue in addition to other primary revenue streams, such as the farmers market and online orders. An evolving list of sales venues can be found in the [Catapult Kitchen Resources](#), a resource that is elaborated on later in these policies.

The pop-up window is an excellent way to meet new customers, experiment in a safe environment, and add sales days to your schedule, however, the pop-up window should not be a business's only source of revenue. Our current policies for the pop-up window are found in the appendix and the kitchen manager will schedule a pop-up walkthrough with members prior to their first pop-up. These policies will continue to evolve to reflect updated operations in that space.



## **Conference Rooms and Events**

Kitchen members may reserve conference rooms to host meetings with suppliers, employees, etc. Kitchen members who have added on an optional coworking membership may disregard these processes and instead follow instructions for coworking members. **You may not re-sell or donate your conference room time to non-members.**

### **Booking Process**

To request a booking, fill out [this form](#). The event coordinator will follow up with details and next steps for your request. Conference room hours will be billed separately from your Food Corridor monthly bill.

### **Conference Room Guest Management**

Members are responsible for management of the guests in their conference rooms. Members are responsible for the clean-up of spaces after use. Whiteboard should be erased, and furniture should be returned to its original location.

# Value Added Services

## Member Guides

The [Catapult Member Guide](#) and [Catapult Member Resources](#) contain all up-to-date information on value added services at Catapult. Below is a summary of those resources.

1. **Experts in Residence:** Experts in the fields of branding, accounting, finance, and economic development are available to meet with Catapult members at no additional cost.
2. **Entrepreneurs in Residence:** Meet with a fellow entrepreneur who has created a successful business in the Lakeland area.
3. **Technical Advisors:** Members of the community with niche expertise can provide tangible, situation-specific advice to start-ups on a one-off basis.
4. **Databases & Contacts:** Search through our recommended food suppliers, retailers, business service providers, and more.
5. **Equipment Operating Procedures:** Learn how to use any piece of equipment in the kitchen using our standard operating procedures or schedule a time to get one-on-one training.
6. **Documents & Templates:** Utilize our collection of documents and templates on a variety of topics from marketing & sales to branding & PR.
7. **Funding Opportunities:** Catapult aims to connect entrepreneurs with funding opportunities to grow their business. Currently, the Launch Micro Grant Program is the primary funding opportunity offered.

Refer to the [Catapult Member Guide](#) and [Catapult Member Resources](#) for the most accurate information on these topics.

## Concluding Catapult Membership

The goal of the kitchen is to provide testing grounds and a launch pad for food-based business. It is our hope that each business grows to the capacity to launch out of Catapult and into their own retail or production space.

### Ending Your Catapult Membership

When a member business decides to end their Catapult membership, the primary owner should contact the kitchen manager to make this change, with a predicted date of last usage. When a business cancels their membership, they also cancel their annual food permits tied to the Catapult location. Producing TSC food for sale without an active license is not legal.

### Steps to Conclude Membership

1. **Fill out our Drop Form:** This [form](#) is a short questionnaire that we ask every member to fill out.
2. **Close Permit with DBPR or FDACS:** Reach out to your inspector to close your food permit at the Catapult location.
3. **Clear Out Storage Area:** Clear storage in dry, cooler, and freezer spaces.
4. **Return Parking Pass:** Return your & any employee parking passes after your last day at the kitchen.
5. **Access Resources as Needed:** All the [resources](#) that you have available now will still be accessible after membership. Leverage mentors or templates as needed in your next phase!
6. **Review Final Catapult Bill:** We will review your final bill with you to ensure everything is in order.
7. **Bluetooth Access:** We will wind down you & your team's access to the kitchen after your last shift.

## Policy Acknowledgement and Signature

By signing this, I have acknowledged that I have read and fully understand the "Policy and Procedures" documents issued by Catapult Lakeland, Inc.

I also agree to preparing all food products in the Catapult Kitchen Incubator based on the Florida State guidelines, in which my food permit is issued.

**I hereby acknowledge that I have read and understood all of the terms and conditions contained in the Catapult Lakeland Inc. Terms of Use below and further agree to be bound to the Term of Use regarding my participation in and use of the Services.**

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First & Last Name (Printed)

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Email

---

Company

---

Role / Job Title

---

Signature

---

Date

## Appendices

### **Kitchen Incubator Membership: \$300.00 per month**

- 20 hours of kitchen station time included
- \$15.00 per hour
- \$7.50 per hour off peak (10:00 p.m. – 6:00 a.m.)
- \$65.00 joining fee – per business, not employee

### **Space Use:**

- Main Kitchen Use: \$15.00 per hour            1 hour of time
- Foodservice Room Use: \$15.00 per hour    1 hour of time
- Specialty Room Use: \$15.00 per hour       1 hour of time

### **Amenities:**

- Mail service
- Lockers
- Wi-Fi
- Free Parking
- Cleaning supplies – soap, sanitizer, trash bags, etc.

### **Discounts:**

- Discounted education classes
- Discounted conference room time (50% off)
- Discounted assembly, classroom, and pop-up space rental (50% off)

### **Storage Pricing:**

- Consistent throughout dry, cold, and freezer storage
  - \$15.00 per additional shelf
  - \$25.00 per speed rack
  - \$50.00 per lockable cage
  - \$75.00 per pallet

A full list of Catapult Kitchen equipment can be found [here](#).

## Catapult Recommends: A List

While Catapult provides a host of amenities to support your business, we do not provide every tool necessary to keep membership rates low. Below are linked recommendations for these items. Needs vary by business.

### Smallwares

These items are recommended for production and can be kept in dry storage or locker areas. Links to lead Webstaurant, which had the lowest price at time of document creation.

- [Kitchen Timer](#)
- [Digital Thermometer](#)
- [Knife Set: Chef's Knife, Serrated Knife, Paring Knife, Peeler, Steel, Carrying Case](#)
- [Digital Scale](#)
- [Various Specialty Tools: Microplane, Fish Spatula, Portion Scoop, Ladles, Spiders, Mandolins](#)

### Storage Containers

Catapult **does not provide storage containers** as needs vary.

- [Food Storage Containers](#): 4 Qt., 8 Qt., 12 Qt. containers for cooling and storage
- [Quart Containers](#): Inexpensive reusable containers for storage or to go needs
- [Hotel Pans](#): Ideal for cooling or holding prepared food and fit most chafing dishes
- [Full Sheet Pans](#): For speed rack storage or general transport
- [Half Sheet Pans](#): For smaller batches of items. Half sheet pans fit speed racks

### Consumables & Disposables

Resources for purchasing items include retailers (Gordon Food Service, Sam's Club, Publix) or regional suppliers (Cheney Brothers, Sysco, etc.).

- Gloves
- Plastic Wrap
- Aluminum Foil
- Parchment Sheets
- To Go Containers

## **Aprons and Chef Coats**

Chefs coats and aprons provide a professional appearance as well as functional utility.

- [Chef Head Ware: Happy Chef](#)
- [Chef Coats: ChefWorks](#)
- [High Quality Aprons: Hedley and Bennet](#)

## Pop-Ups at Catapult

We are thrilled to offer the opportunity to host pop-ups. The goal of our pop-up window is to act as a supplementary source of revenue in addition to other primary revenue streams, such as the farmers market and online orders.

The pop-up window is an excellent way to meet new customers, experiment in a safe environment, and add sales days to your schedule, however, the pop-up window should not be a business's only source of revenue. The following describes our current policies in the pop-up window. These policies will continue to evolve to reflect updated operations in that space.

**All pop-ups must be approved by the kitchen manager prior to advertisement or beginning of sales.** Catapult members can host pop-ups up to three times per week, on non-consecutive days. Exceptions to this policy will be managed on a case-by-case basis.

### Definition of a Pop-Up

A pop-up entails the opening of the to-go sliding window or the rental of the assembly room, program room, or classroom for foodservice. Any time the foodservice window is opened constitutes a pop-up.

### Pop-Up Sales Data

As a 501(c)(3) non-profit, Catapult relies on the generosity of private donors & community advocates for operational funding. Our governing board asks for data to measure Catapult's impact and make decisions about our strategic path.

Due to this directive, we collect sales information from each business hosting a pop-up at our space. Following the completion of a pop-up, each business must fill out a short form, which includes business name, date & duration of event, number of tickets/transactions, and gross sales.

This form is available [here](#) and a QR code that leads to this form is posted in the foodservice room. **Use of the pop-up window is contingent on providing this data.** Sales information helps us



illustrate the tangible effects of the pop-up window on the businesses in our space. Repeated failure to provide sales data may result in limited use of the pop-up window.

By providing this data, you are partnering with us to secure the future of Catapult as a service provider to local entrepreneurs. Additionally, sales information will be aggregated into a forecasting model to aid members in planning for pop-ups. Business names will not appear in this forecasting model.

### **Booking Process**

Pop-up opportunities are available on a first-come, first-served basis. A list of currently scheduled pop-ups can be found on our website at [catapultlakeland.com/events/](http://catapultlakeland.com/events/) as well as posted in the receiving room. Refer to the schedule before requesting a date.

To request a pop-up, fill out the form [linked here](#) and displayed via a QR code in the receiving room. This form requests the date, duration, menu, number of staff anticipated, and other details for the pop-up.

The kitchen manager will review the submission and follow up with the member within two business days of form submission. **Pop-ups must be requested a minimum of two weeks prior to event.** Catapult reserves the right to cancel a pop-up at any time for any reason (i.e., hurricane or other extenuating circumstances).

If the pop-up date and time are not currently available or conflicts with the promotion schedule of another event, the member will be notified, given the opportunity to request an alternative date, and placed on a waiting list for the first date choice.

Once a pop-up date is set, the kitchen manager will add this date to the event calendar on our website and to the dry erase calendar in the receiving room. For pop-ups on the outdoor patio or in the program room, the kitchen manager will create a booking in the Food Corridor for the foodservice room that starts a half-hour prior and ends a half-hour after the pop-up.

If more time is needed to set up or break down, it is the kitchen member's responsibility to book that time in the Food Corridor. Please use the foodservice room only when booked in that area, and refrain from setting up prior to the start of your booking.

### **Pop-Up Walkthrough**

After processing the request, kitchen staff will set up a walkthrough with the member to review expectations and confirm event specifics prior to a business's inaugural pop-up. This can be scheduled on the kitchen manager's meeting page [linked here](#). Additionally, the walkthrough agenda can be found in the appendix. After the business's first pop-up is successfully completed, walk throughs will be completed on an as-needed basis.

### **Available Spaces for Pop-Ups**

There are a variety of rooms available for rent at Catapult, which can accommodate pop-ups of various sizes. Note that the room rates posted below are available for member business related events only, as members receive half-off our standard room rental fees. **These discounts do not extend to catering clients or community organizations.**

For example, a business may reserve the program room at the half-price rate for business-related events such as an investor lunch, a grand opening, a press event, etc. If they have a catering client who wants to use Catapult's rental spaces for the client's use such as an office party, board meeting, seminar, etc., the client would be responsible for paying the full rental rate directly to Catapult. If you have catering clients interested in using the space, please contact our Event Coordinator, who can work with catering clients on space rental related questions.

<b>Space Name</b>	<b>Member Rate</b>	<b>Seated Capacity</b>
4-6-Person Rooms	\$15.00 / hr.	4-6 w/ tables
10-12 Person Rooms	\$25.00 / hr.	10-12 w/ tables
Classroom	\$37.50 / hr.	25 w/ theatre seating
Program Room	\$75.00 / hr.	100 w/ theatre seating
Assembly Room	\$125.00 / hr.	200 w/ theatre seating
Private Patio Use	\$37.50 / hr.	48 w/ tables

## **Program Room**

One of the hopes for the first-floor program room was to see that room used for “pop-up restaurants” – a space for businesses who are working towards restaurant spaces to test their concepts without the burden of high overhead. The Program Room is rented at \$75/hour. The foodservice room must also be rented for the duration of the event at the normal rate of \$15.00 per hour.

## **Available Hours of Pop-Up Operation**

The patio is available for pop-up use during the hours of 7:00 a.m. – 9:00 p.m., Sunday through Saturday. Catapult conference rooms are available for pop-up use during the hours of 8:30 a.m. – 5:00 p.m., Monday through Friday, during staffed hours. After hours pop-ups may be requested but are subject to staff availability. Unlike a patio pop-up, an indoor pop-up requires a Catapult staff member to stay after hours for liability reasons. **Due to this constraint, the number of after-hours indoor pop-ups are limited.**

## **Pop-Up Cancellation**

A pop-up booking in the assembly room, program room, or classroom is subject to the cancellation policies for those spaces. Because a pop-up booking monopolizes event space that Catapult cannot then rent out to other parties, we have a 48-hour cancellation policy for these events. Cancellations after the 48-hour mark will be billed the full amount for the room.

## **Pop-Up Guidelines**

- Members are responsible for the marketing and advertisement of their event
- Members are responsible for the management of their guests
- Members are responsible for bringing their own POS system
- Members are encouraged to give discounts for Catapult members (i.e., 10% off)
- No alcohol may be served or consumed during a pop-up (i.e., BYOB)
- A reservation in the foodservice room is not equivalent to an approved pop-up

- Members are responsible for opening and closing procedures post-pop-up: see appendix
- Members must reserve foodservice room for entire duration of pop-up in patio or first-floor conference room, including set up and tear down

### **Patio Specific Guidelines**

- Patio is for general use, including members, rentals, etc. unless specifically reserved
- No public restrooms are available when staff is not on site
- Note that the program room could be in use during pop-up if not reserved prior to event
- If program room is in use during the pop-up, music cannot be played
- If a pop-up is canceled day-of due to rain, the kitchen booking will be refunded
- Run food to guests through receiving entry + patio side door, not program room

### **Indoor Pop-Up Specific Guidelines**

- Members must not exceed occupancy limits for any listed conference room.
- Members must follow posted expectations in the reserved conference room

### **Reoccurring Pop-Ups**

After the successful completion of a pop-up, a member may request a reoccurring or multirate pop-up. At that time, members may request up to 2 consecutive weeks of pop-up reservations.

If no other members request the same date and times, this arrangement continues on a rolling 2-week basis until another member requests the same time slot. When that slot is requested by another member, the first member will be notified of this change. The members will continue on an alternating week basis until other arrangements can be made.

## **Multiple Vendor Pop-Ups**

One of our member values is “**We are community.**” We love when members partner with other businesses to bring customers to the space. We believe that a rising tide lifts all ships. There are several ways to manage a co-branded or multiple vendor pop-up.

### **Who Can Set Up at a Multi-Vendor Pop-Up**

Past and present Catapult kitchen members are always welcome to participate in a co-branded pop-up. Alumni members can showcase only when partnering with a current kitchen member. The business acting as the main point of contact/organizer for the pop-up should be the one to fill out [the pop-up request form](#), which includes a space to identify which businesses will be showcasing at the event.

### **How to Set Up for Multiple Vendor Pop-Ups**

Members may either share their pop-up space or invite vendors to set up on the patio area.

#### **Shared Window Use**

Up to two past or present Catapult members may operate in the foodservice window during one timeframe if mutually agreed upon. Vendors are responsible for ironing out the logistics between themselves, such as who is billed for the rented time, etc.

#### **Shared Patio Use**

Vendors can set up on the patio outside of Catapult for a fee of \$25.00 for a half-day of sales or \$40.00 for a full day of sales. This charge will be added to members' monthly bills in the Food Corridor. Before any cooking is completed on the patio, members are responsible for laying down a tarp to catch any spills to protect the patio from permanent stains.

#### **Tent Rental**

Members can rent a tent from Catapult for use on the outdoor patio for a fee of \$25.00. Alternatively, members may bring their own tent set up to avoid this fee.

## **Pop-Up Best Practices**

### **Preparing for a Pop-Up**

Catapult provides a list of items that we recommend members bring to a pop-up, entitled, Catapult Recommends: Pop-Up Edition. Because needs vary per business, this list includes suggestions for consideration, not requirements. Also, below, there is a helpful list of opening and closing tasks to consider. These details are reviewed during the initial pop-up walkthrough.

### **Pop-Up Marketing**

In the marketing of the pop-up, tag Catapult in promotional materials to alert our marketing team. We find for one-time or special events, such as a co-branded pop-up or a grand opening, creating a Facebook event is an easy way for customers to see key details and share with others.

### **Pop-Up Staffing**

Kitchen members may bring additional staff to aid in the pop-up event. Depending on the structure, duration, and menu of the pop-up, we recommend at least three positions: a cashier, an expeditor, and a food runner. Follow earlier directives on staff and ensure that policies are signed prior to the start of work.

### **Pop-Up Wrap Up**

Following the conclusion of the initial pop-up, the kitchen manager is available to debrief and provide suggestions on how to build upon the momentum gained from the event.

## **Pop-Up Walk Through Agenda**

In the Foodservice Room

- How to turn on the Alto-Shaam
- How to store things in the fridge
- How to open the window
- How to cancel in cases of rain

In the Program Room (if renting space)

- How to add a room rental to booking
- How to pay for room
- How to use ClickShare + projectors
- How to lock the doors

In the Receiving Room

- Where to place the sandwich boards

On the Patio

- Where, again, to place the sandwich boards
- Where to place the trashcans
- How to open the umbrellas
- How to wipe off the tables
- Music is recommended

In the Kitchen

- How to use the speed racks for a menu
- How to use an induction burner

### **Catapult Recommends: Pop-Up Edition**

While Catapult provides infrastructure in the foodservice room to set your pop-up for success, there are several items that can help the event run smoothly.

#### **Point of Sale System**

We recommend exploring several different POS systems and comparing their transaction fees and amenities before purchasing.

Popular systems include:

- [Square](#)
- [Toast](#)
- [Clover](#)

#### **Order Materials**

Beyond the payment system itself, you may want to consider bringing materials to write down and keep tickets organized.

- Ticket printer or “Guest Check” pads
- Stapler – to attach orders to bags if desired

- Tip Jar

### **To-Go Materials & Disposable**

These items can be found most places restaurant supplies are sold, including suppliers such as Sysco or Cheney Brothers, or retailers like Sam's Club, Restaurant Depot, GFS

- To-go containers: boxes, bowls, cups, straws, ramekins, wrapped utensils sets, etc.
- To-go bags to fit said containers
- Cups for water
- Gloves for handling ready to eat foods

### **Marketing Materials**

Businesses meet first-time customers at pop-ups + marketing material make an impression!

- Business cards + stickers
- Loyalty cards or coupons for future purchases
- Takeaway menus or catering menus
- Information on date + time of next sales opportunity + preferred business hashtags

### **Patio Ambiance, if desired**

- Sound system, such as a Bluetooth speaker or Amazon Echo + playlist
- Flowers, décor, additional signage, or tablecloth for display
- Additional lighting

### **Preparing for a Pop-Up**

This list is posted in the foodservice room to provide an additional reminder.

**Follow the guidelines on booking a pop-up:** Approved bookings in the foodservice room do not equate to pop-up approval. Refer to policies.

**Place A-frame signs on patio:** Signs should be placed at parking lot entrance, main entrance, & on south patio.

**Open up patio umbrellas:** Follow kitchen manager's instructions.



**Set out patio trash cans:** Place one can near to the wall to cover up stain and one the far side of the patio.

**Display menu and set up hospitality:** Set any napkin dispensers, self-serve condiments, etc. up. Weigh down to secure items. Use carts or speed racks if desired as displays.

**Set up point-of-sale system:** Connect POS to Catapult\_Lakeland Wifi, using the password Launching863

**Note that we are unable to provide public restrooms:** After 5pm, public restrooms are not available

**Play music, if desired, using personal Bluetooth speaker:** Music is recommended for ambiance. \*Only permitted when the program room is not in use.

### **Closing Out a Pop-Up**

This list is posted in the foodservice room as a reminder.

**Wipe down patio tables:** Clean tables & return chairs to original arrangement.

**Close umbrellas:** Collapse umbrellas for overnight storage.

**Collect A-frame signs from outside:** Return all three signs to home in foodservice room.

**Return trashcans to receiving room:** Take trash to dumpster & return cans to receiving room.

**Remove food from reach in fridge + warmer:** Turn off warmer + return cold-held items to reserved space in walk in. Wipe down interior/exterior of fridge + warmer.

**Wash dishes & return to equipment library or dry storage:** Use three compartment sinks to wash, rinse, & sanitize

**Take out foodservice room trash:** Remove trash & replace bag.

**Sanitize all surfaces:** Clean & sanitize tables and sinks, as per closeout norms.

**Sweep & mop room:** Use materials in mop closet to clean floors.

**Lock window to secure foodservice room:** Turn black knob on window to latch.

# CATAPULT LAKELAND INC. TERMS OF USE

**Please read it carefully and talk to any Catapult Lakeland staff member if you have questions. Thanks for being a member!**

## **1. Acceptance of Terms.**

The services CATAPULT LAKELAND, INC. ("Catapult Lakeland") provides to you, the undersigned, including but not limited to use of workspace at 502 East Main Street, Lakeland, FL 33801 (the "Premises", with the building at that address referred to as the "Building"), access to Internet, etc., are subject to the following Terms of Use ("TOU").

## **2. Description of Services.**

Catapult Lakeland may provide you with access to office space, work stations, internet access, office equipment, conference space, knowledge resources, and other services as Catapult Lakeland may offer from time to time pursuant to the Membership Application ("Member Application") to which this TOU is attached (collectively, "Services", or separately "Service"). The Services at all times are subject to the Member Application, this TOU and the Community Norms referenced in Section 3 all of which are incorporated herein and made a part of this TOU.

## **3. No Unlawful or Prohibited Use.**

As a condition of your use of the Services, you will not use the Services for any purpose that is unlawful or prohibited by these terms, conditions and notices, or that are prohibited by the "Community Norms," attached to this TOU. You may not use the Services in any manner that could damage, disable, overburden, or impair any Catapult Lakeland server, or the network(s) connected to any Catapult Lakeland server, or interfere with any other party's use and enjoyment of any Services. You may not attempt to gain unauthorized access to any Services, or accounts, computer systems or networks connected to any Catapult Lakeland server or to any of the Services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Services.

You hereby represent and warrant that you have all requisite legal power and authority to enter into the Member Application and abide by the terms and conditions of this TOU (and all Community Norms) and no further authorization or approval is necessary. You further represent and warrant that your participation or use of the Services will not conflict with or result in any breach of any license, contract, agreement or other instrument or obligation to which you are a party.

## **4. Use of Services.**

You agree that when participating in or using the Services, you will not:

- a. Use the Services in connection with contests, pyramid schemes, chain letters, junk email, spamming, spimming or any duplicative or unsolicited message (commercial or otherwise);
- b. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- c. Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information on or through Catapult Lakeland servers, or bandwidth;
- d. Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consent to do the same;
- e. Use any material or information, including images or photographs, which are made available through the Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party;
- f. Upload files that contain viruses, Trojan Horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another;
- g. Download any file(s) that you know, or reasonably should know, cannot be legally reproduced, displayed, performed, and/or distributed in such manner;
- h. Restrict or inhibit any other user from using and enjoying the Services;
- i. Violate any code of conduct or other guidelines, which may be applicable for any particular Service;
- j. Harvest or otherwise collect information about others, including email addresses, without the authorization or consent of the disclosing party;
- k. Violate any applicable laws or regulations;
- l. Create a false identity for the purpose of misleading others;
- m. Obstruct any entranceway, create any circumstances of disrepair or damage any Catapult Lakeland property or premises;
- n. Bring any pets onto the Catapult Lakeland premises, unless you have a specific need for visual assistance or other medical assistance;
- o. Use cellular phones or other communication devices in a manner that will be disruptive to other members. In the interests of maintaining a peaceful environment, Catapult

Lakeland requests that all members, guests, and clients turn their phones to vibrate while in the premises;

p. Otherwise violate the Member Application, this TOU or any of the Community Norms; and

q. Otherwise exceed the following usage limitations in relation to the shared conference space. All monthly allotments of conference space usage included with memberships, as well as purchases of additional usage, are subject to availability of the conference space. Unused time does not roll over or accrue from month to month.

## **5. Catapult Lakeland Required Disclosures.**

Catapult Lakeland reserves the right at all times to disclose any information about you and/or your participation in and use of the Services as Catapult Lakeland deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Catapult Lakeland's sole discretion.

## **6. Confidentiality.**

a. You acknowledge and agree that during your participation in and use of the Services you may be exposed to Confidential Information. "Confidential Information" shall mean all information, in whole or in part, that is disclosed by Catapult Lakeland or any participant or user of the Services, or any employee, affiliate, or agent thereof that is nonpublic, confidential or proprietary in nature. Confidential Information also includes, without limitation, information about business, sales, operations, knowhow, trade secrets, technology, products, employees, customers, marketing plans, financial information, services, business affairs, any knowledge gained through examination or observation of or access to the facilities, computer systems and/or books and records of Catapult Lakeland, any analyses, compilations, studies or other documents prepared by Catapult Lakeland or otherwise derived in any manner from the Confidential Information and any information that you are obligated to keep confidential or know or have reason to know should be treated as confidential.

b. Your participation in and/or use of the Services obligates you to:

i. Maintain all Confidential Information in strict confidence;

ii. Not to disclose Confidential Information to any third parties; and

iii. Not to use Confidential Information in any way directly or indirectly detrimental to Catapult Lakeland or any participant or user of the Services.

c. All Confidential Information remains the sole and exclusive property of Catapult Lakeland or the respective disclosing party. You acknowledge and agree that nothing in the Member Application, this TOU or Community Norms, or your participation or use of the Services, will be construed as granting any rights to you, by license or otherwise, in or to any Confidential Information or any patent, copyright or other intellectual property or proprietary rights of Catapult Lakeland or any participant or user of the Services.

## **7. Participation In or Use of Services.**

You acknowledge that you are participating in or using the Services of your own free will and decision. You acknowledge that Catapult Lakeland does not have any liability with respect to your access, participation in, use of the Services, or any loss of information resulting from such participation or use.

## **8. Disclaimer of Warranties.**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CATAPULT LAKELAND PROVIDES THE SERVICES "AS IS" AND WITH ALL FAULTS, AND HEREBY DISCLAIMS WITH RESPECT TO THE SERVICES 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, AND CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT CONCERNING ANY USE OF THE SERVICES. THE ENTIRE RISK AS TO THE QUALITY, OR ARISING OUT OF PARTICIPATION IN OR THE USE OF, THE SERVICES, REMAINS WITH YOU.

## **9. Exclusion of Incidental, Consequential and Certain Other Damages.**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CATAPULT LAKELAND 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 AND 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 SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, 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 CATAPULT LAKELAND, AND EVEN IF CATAPULT LAKELAND HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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

NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT OR GENERAL DAMAGES, THE ENTIRE LIABILITY OF CATAPULT LAKELAND 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 TOU AND YOUR EXCLUSIVE REMEDY FOR ALL OF THE FOREGOING SHALL BE LIMITED TO ACTUAL DAMAGES INCURRED BY YOU BASED ON REASONABLE RELIANCE UP TO TEN DOLLARS (USD \$10.00). THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS INCLUDING SECTIONS 8 AND 9 ABOVE SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

#### **11. Termination.**

Catapult Lakeland reserves the right to terminate any Service, or Services, at any time, with or without cause. Catapult Lakeland further reserves the right to terminate your participation in and use of any Services, immediately and without notice, if you fail to comply with the TOU or Community Norms. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT NEITHER THE SERVICES PROVIDED BY CATAPULT LAKELAND NOR THIS TOU SHALL IN ANY MANNER CONSTITUTE A LANDLORD/TENANT RELATIONSHIP, AND CATAPULT LAKELAND MAY IMMEDIATELY TERMINATE THE SERVICES FOR ANY REASON, OR WITHOUT REASON OR CAUSE, AT ANY TIME. Upon termination, you agree to immediately remove any and all of your personal property from the Premises. Sections 5,6,7,8,9,10,11,12,13,14,15 and 16 shall survive any termination of this TOU.

#### **12. Non-Disparagement.**

You shall, during and after the participation in and use of the Services, refrain from making any statements or comments of a defamatory or disparaging nature to any third party regarding Catapult Lakeland, or any of Catapult Lakeland's officers, directors, employees, personnel, agents, policies, services or products, other than to comply with law.

#### **13. Indemnification.**

You release, and hereby agree to indemnify, defend and save harmless Catapult Lakeland and Catapult Lakeland's subsidiaries (whether or not wholly-owned), affiliates, divisions, and their past, present and future officers, agents, shareholders, members, representatives, employees, successors and assigns, jointly and individually, from and against all claims, liabilities, losses, damages, costs, expenses (including, without limitation, reasonable attorney's fees), judgments, fines and penalties based upon or arising out of your negligent actions, errors and omissions, willful misconduct and/or fraud in connection with the participation in or use of the Services. You further agree in the event that you bring a claim or lawsuit in violation of this TOU, you shall be liable for any attorneys' fees and costs incurred by Catapult Lakeland or its respective officers and agents in connection with the defense of such claim or lawsuit.

#### **14. Insurance, Release, Waiver of Subrogation.**

Catapult Lakeland carries Liability and Business Personal Property insurance. Except as required of office users and kitchen and maker space members, Catapult Lakeland members are not required to carry an insurance policy to cover their own equipment and personal property while using our space but it is strongly suggested. Your insurance policy may cover your current residence/office, as well as the Premises of Catapult Lakeland.

You acknowledge and agree that Catapult Lakeland has no responsibility to protect your property from loss, damage or theft but that is your responsibility. You release Catapult

Lakeland from any claim of loss, damage or theft of your property, except in the case of Catapult Lakeland's gross negligence.

Notwithstanding any contrary provision herein, neither you nor Catapult Lakeland shall be liable to the other for any loss, including but not limited to business interruption, or for any loss of or damage to property or injury to or death of persons occurring in, upon, or about the Premises or in any manner arising out of or connected with your use Premises, whether or not caused by the negligence or other fault of you or Catapult Lakeland, or their respective agents, employees, subtenants, licensees, or assignees, to the extent that such loss is covered by insurance, regardless of whether or not such insurance is payable to or protects you or Catapult Lakeland, or both. Nothing in this paragraph shall be construed to impose any other or greater liability upon either you or Catapult Lakeland than would have existed in the absence of this section. This release shall remain in effect only so long as it does not prevent the insured from recovering under such policies.

#### **15. Additional General Terms.**

By signing this TOU, you furthermore agree to the following additional general terms and conditions of your membership:

- a. The sidewalks, halls, passages, exits, entrances, elevators and stairways shall not be obstructed or used for any purposes other than for ingress to and egress from the Premises. The halls, passages, exits, entrances, elevators, stairways, balconies, fire escapes, and roof are not for the use of the general public and Catapult Lakeland shall, in all cases, retain the right to control and prevent access thereto by all persons whose presence in the judgment of Catapult Lakeland, reasonably exercised, shall be prejudicial to the safety, character, reputation and interests of the Premises.
- b. The toilet rooms, urinals, wash bowls and other apparatus shall not be used for any purposes other than that for which they were constructed, and no foreign substance of any kind whatsoever shall be thrown therein, and to the extent caused by you or your employees or invitees, the expense of any breakage, stoppage or damage resulting from the violation of this norm shall be born by you.
- c. You shall not cause any unnecessary janitorial labor or services by reason of your carelessness or indifference in the preservation of good order and cleanliness.
- d. No cooking shall be done in the tenant kitchen, nor shall the Premises be used for lodging (the use of a coffee maker, microwave, are, however, permitted uses).
- e. You shall not bring upon, use or keep in the Premises or the Building, any kerosene, gasoline or inflammable or combustible fluid or material, or use any method of heating or air conditioning other than that supplied by Catapult Lakeland.
- f. Catapult Lakeland shall have sole power to direct electricians to where and how telephone and other connectivity to be introduced. No boring or cutting of wires is to be allowed without the consent of Catapult Lakeland. The locations of telephones, call boxes and other office equipment affixed to the Premises are determined by Catapult Lakeland, in its sole discretion.



g. Upon the termination of Services, you shall deliver to Catapult Lakeland all keys and passes for offices, conference rooms, etc., which have been furnished to you. In the event of the loss of any keys so furnished, you shall pay Catapult Lakeland therefore. You shall not make, or cause to be made, any such keys, you shall order all such keys solely from Catapult Lakeland and you shall pay Catapult Lakeland for any additional such keys over and above the set(s) of keys originally furnished by Catapult Lakeland.

h. You shall not install linoleum, tile, carpet or other floor covering so that the same shall be affixed to the floor of the Premises in any manner except as approved by Catapult Lakeland.

i. No furniture, packages, supplies, equipment or merchandise will be received in the Building or carried up or down in the elevator or stairways, except between such hours and in such elevator and stairways as shall be designated by Catapult Lakeland.

j. You shall cause all doors to the Premises to be closed and securely locked before leaving the Building and you shall not prop any exterior door open at any time.

k. Without the prior written consent of Catapult Lakeland, you shall not use the name of the Premises or Building or any picture of the Premises or Building in connection with, or in promoting or advertising your business, except you may use the address of the Building as the address of your business.

l. You shall cooperate fully with Catapult Lakeland to assure the most effective operation of the Premises' or the Building's heat and air conditioning, and shall refrain from attempting to adjust any controls. You shall keep corridor doors closed.

m. Except for Catapult Lakeland's gross negligence, you assume full responsibility for protecting the Premises and your property from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Building closed and secured and securing your property and never leaving it unattended and not secured.

n. Except with the prior written consent of Catapult Lakeland, you shall not sell or cause to be sold any items or services at retail in or from the Premises, without written approval, nor shall you carry on or permit or allow any employee or person to carry on the business of machine copying, stenography, typewriting or similar business in or from the Premises for the service or accommodation of occupants of any other portion of the Building without written consent of Catapult Lakeland.

o. You shall not conduct any auction nor permit any fire or bankruptcy sale to be held on the Premises, nor store goods, wares or merchandise on the Premises, except for storage specifically permitted in the kitchen and maker space. You shall not allow any vending machines on the Premises without Catapult Lakeland's prior consent.

p. All freight must be moved into, within and out of the Building under the supervision of Catapult Lakeland and according to such regulations as may be promulgated by Catapult Lakeland. All moving of furniture or equipment into, within or out of the Building by you shall be done at such time and in such manner as directed by Catapult Lakeland or its agent. In no case shall items of freight, furniture, fixtures or equipment be moved into or

out of the Building or in any elevator during such hours as are normally considered rush hours to an office building; i.e., 7:30-9:30 A.M., 11:00 A.M.-1:00 P.M. and 4:00-6:30 P.M.

q. On federally observed holidays and on other days during which the Building may be closed, including any time before or after normal business hours, access to the Building or to halls, corridors, elevators, stairwells will be controlled by Catapult Lakeland through the use of a Bluetooth access system. This system will verify any and all persons seeking access to the Building through the use of proper identification to determine if they have rights of access to the Premises. Catapult Lakeland shall in no case be liable for damages wherein admission to the Building has not been granted before or after normal business hours by reason of your failing to properly identify yourself through the use of Bluetooth access, or through the failure of the Building to be unlocked and open for access by you, your employees and general public. Nothing contained herein shall obligate Catapult Lakeland to provide such Bluetooth access system or to make Catapult Lakeland liable for any act or omission or failure of such system and the Bluetooth access which may be provided.

r. You shall not change locks or install other locks on doors without the prior written consent of Catapult Lakeland.

s. You shall give prompt notice to Catapult Lakeland of any accidents to or defects in plumbing, electrical fixtures or heating apparatus reasonably known to you so the same may be attended to properly.

t. No safes or other objects larger or heavier than the freight elevators of the Building are limited to carry shall be brought into or installed on or in the Premises. Catapult Lakeland shall have the power to prescribe the weight and position of such safes or other objects which shall, if considered necessary by Catapult Lakeland, be required to be supported by such additional materials placed on the floor as Catapult Lakeland may direct, and at your expense.

u. Internet Policy: Wireless access to The Internet is provided during your membership. Service interruptions, if they occur, will be handled as promptly as possible. Catapult Lakeland is not responsible for any data, business or other losses as a result of such interruptions. You are responsible to protect your own computer and data from electrical surges, theft, virus, or other malicious attack. You agree not to use the Catapult Lakeland or related network or website for any fraudulent, unlawful, harassing or abusive purpose, or so as to damage or cause risk to our business, reputation, employees, subscribers, facilities, or to any person. Improper uses include, but are not limited to: a. violating any applicable law or regulation; b. Posting or transmitting content you do not have the right to post or transmit; c. Posting or transmitting content that infringes a third party's trademark, patent, trade secret, copyright, publicity, privacy, or other right; d. Posting or transmitting content that is unlawful, untrue, stalking, harassing, libelous, defamatory, abusive, tortious, threatening, obscene, hateful, harmful or otherwise objectionable as determined in our sole discretion; e. Attempting to intercept, collect or store data about third parties without their knowledge or consent; f. Deleting, tampering with or revising any material posted by any other person or entity; g. Accessing, tampering with or using non-public areas of the Service or any Catapult Lakeland or related website, computer systems or network; h. Attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures; i. Attempting to access or search the

Services or any Catapult Lakeland or related network or website with any engine, software, tool, agent, device or mechanism other than the software and/or search agents provided by Catapult Lakeland or other generally available third party web browser; j. Sending unsolicited messages, including without limitation, promotions or advertisements for products or services, "pyramid schemes", "spam", "chain mail" or "junk mail"; k. Using the Services or any Catapult Lakeland or related website or network to send altered, deceptive or false source-identifying information; l. Attempting to decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Services or any Catapult Lakeland or related website or network; m. Interfering or attempting to interfere with the access of any user, host or network, including without limitation, sending a "virus" to the Services or any Catapult Lakeland or related website or network, overloading, "flooding," "spamming," "crashing," or "mailbombing" the Services or any Catapult Lakeland or related website or network; or n. Impersonating or misrepresenting your affiliation with any person or entity. If Catapult Lakeland suspects violations of any of the above, Catapult Lakeland will investigate and may institute legal action, immediately deactivate Services to any account without prior notice to you, and cooperate with law enforcement authorities in bringing legal proceedings against violators. You agree to reasonably cooperate with Catapult Lakeland in investigating suspected violations.

w. You shall not install, maintain or otherwise locate at Catapult Lakeland any computer server or wireless network of any kind, whether hardware or software without the express prior written permission of Catapult Lakeland.

x. You shall not conduct filming/video or press conferences/media activities in the space without written consent from Catapult Lakeland.

## **16. Miscellaneous.**

a. Entire Agreement. This TOU, the Member Application, Community Norms and License Agreement, if any, constitute the entire agreement between the parties pertaining to the subject matter contained therein, and supersede all prior and contemporaneous agreements, representations, and understandings of the parties pertaining to such subject matter.

b. Severability. In the event that any provision or portion of this TOU, the Member Application, Community Norms and License Agreement, if any, is determined to be invalid, illegal or unenforceable for any reason, in whole or in part, the remaining provisions of this TOU, the Member Application, Community Norms and License Agreement, shall be unaffected thereby and shall remain in full force and effect to the fullest extent permitted by applicable law.

c. Waivers. No waiver shall be binding on Catapult Lakeland unless executed in writing by an authorized representative of Catapult Lakeland.

d. Successors and Assigns. This TOU, the Member Application and Community Norms shall be binding on your heirs, legal representative, successors and assigns.

e. No Assignment. In no event may you assign in whole or in part your membership or use of the Services, without the advance written consent of Catapult Lakeland.

f. Notice. All notices, requests, demands or other communications for which this TOU, the Member Application and Community Norms provides shall be in writing and shall be addressed at the following addresses:

**If to Catapult Lakeland:** Catapult Lakeland, Inc. 502 East Main Street, Lakeland, FL 33801, ATTN: Christina Graham, Executive Director.

**If to you:** At the address set forth on page 1 of the Membership Application, or such other address as any party may designate in writing.

All notices under this TOU, the Member Application and Community Norms shall be effective: (a) forty-eight (48) hours after deposit in the U.S. Mail, postage prepaid, registered or certified mail, return receipt requested; (b) Upon delivery, if delivered in person to the address set forth above; or (c) upon delivery, if sent by commercial express service, such as Federal Express, except that notices of change of address shall be effective upon receipt.

g. Attorney's Fees. If Catapult Lakeland shall bring any action for any relief against you arising out of this TOU, the Member Application, Community Norms, and License Agreement, if any, the losing party shall pay to the prevailing party a reasonable sum for attorneys' fees and costs incurred in bringing such suit and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment.

h. Governing Law. The rights and obligations of hereunder shall be governed by, and this TOU, the Member Application, Community Norms and License Agreement, if any, shall be construed and enforced in accordance with, the laws of the State of Florida, The sole and exclusive venue for the resolution of any dispute arising out of this TOU, the Member Application, Community Norms and License Agreement, if any, shall be Polk County, Florida.

i. Modification. Catapult Lakeland may in its sole discretion, upon written notice, change the TOU and Community Norms.