AGREEMENT FOR FOOD TRUCK SERVICES

This Agreement for Food Truck Services (the "Agreement"), effective the ___ day of _____, 20___ is by and between CHOWTOWN HOLDINGS LLC, a limited liability company, with its principal office in Wilmington, New Hanover County, North Carolina (hereinafter "Company"), and _____, a _____, with its principal office in _____ (hereinafter the "Contractor").

In consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1. SERVICES.

1.1 Services to Contractor. The Company will provide the Contractor with a designated space at which Contractor will operate a food truck selling food and/or beverages to the general public. The space will be provided at 1101 North 4th Street, Wilmington, NC 28401 (the "Premises"). In addition, the Company will provide the Contractor will access to a facility on or adjacent to the Premises that includes a restroom for the Contractor's employees to use when serving food at the Premises. At its discretion and subject to the Agreement of the Parties, the Company may offer additional services to the Contractor under a separate agreement. Should the Premises be rendered unusable for the intended purpose through no fault of the Contractor, then the Company will endeavor to find a replacement location. If such a replacement location is not available, then the Company may terminate this Agreement.

1.2 Services to Company. The Contractor will operate a food truck under the name _____ and will serve _____. The Contractor will not make significant changes to the name used on the Premises or the type of food or service that it provides at the location without the consent of the Company.

2. PAYMENT AND INVOICING TERMS.

2.1 Payment for Services. The Contractor shall pay the Company the amount of _____ for use of the Facilities pursuant to this Agreement. The Contractor is responsible for ensuring that payment information provided to the Company is correct and accurate. The Contractor will incur a service fee in the amount of _____ for any declined or returned payment. The Contractor agrees to make payments in a timely manner in United States Dollars and will not operate their food truck on the Premises until or unless all fees have been paid in full.

2.2 Payment of Utilities and Expenses. The Company will provide electrical, water, sewer and trash service to the Contractor at the Premises.

2.3 Deposit. The Contractor will pay a refundable deposit in the amount of _____ prior to using the Premises to cover any damage to the Premises or company owned property on the Premises. Upon the termination of this Agreement, the Company will notify the Contractor within THIRTY (30) days of any deductions they wish to make from the deposit.

2.4 Payment. If the Term of this Agreement is for THIRTY (30) days or more, the Contractor will remit payment to the Company by check or direct deposit on the first of the month. A late fee of _____ will be charged if the payment is received after the fifth day of the month. If the term of this Agreement is less than THIRTY (30) days, then the Contractor will remit payment at the end of business on any day on which they operate a food truck at the Premises.

2.5 Taxes. Contractor is an independent contractor of the Company. Nothing in this Agreement shall be construed as creating an employer-employee relationship, or as a guarantee of future employment or engagement. Contractor further agrees to be responsible for all of Contractor's federal and state taxes, withholding, social security, insurance, and other benefits.

3. TERM.

The term of this Agreement will be _____ and will renew automatically until or unless terminated by at least one of the Parties in a writing sent to the address in Section 6 below if the Term is for THIRTY (30) days or more. In such cases, Company and Contractor agree that this Agreement can be terminated upon 30 days' notice sent to the other Party to the address listed in Section 6 below. If the Term of this Agreement is for less than THIRTY (30) days, then the Agreement will not renew automatically. The Company reserves the right to discontinue service and cancel this Agreement immediately upon any violation of the terms of this Agreement.

4. OTHER DUTIES OF CONTRACTOR.

4.1. Compliance with Laws and Regulations. The Contractor warrants that it services shall be performed by personnel possessing competency consistent with applicable industry standards. The Contractor shall at all times comply with any and all federal, state, municipal or local laws, rules, regulations and ordinances pertaining to their operation of a food truck on the Premises, including, but not limited to federal wage and hour laws and state workers' compensation laws.

4.2. Insurance. Contractor agrees and understands that the company assumes no responsibility for the safety or security of any property brought to or left on the Premises. The Contractor must maintain and provide proof upon request that they have maintained a general liability policy that will provide coverage for any injuries or damages caused to or incurred by any third party not directly under the control of the Contractor or its employees and agents. The Contractor will immediately notify the Company should there be any lapse in coverage and cease operations until a valid insurance policy insuring the Contractor and its agents is in place. The Contractor and agrees not to operate on the Premises without a general liability policy in place. The Contractor will also provide any required workers' compensation insurance as required by law.

4.3 Schedule. The Company and the Contractor agree that the Contractor shall operate a food truck on the Premises between the hours of _____ and _____ on the following days of the week:

(the "Operating Hours"). The Company shall assess a fee of _____ for every day on which the Contractor is scheduled to operate and the Contractor fails to operate a food truck at all. The Company shall assess a fee of _____ for every day on which the Contractor is scheduled to operate and the Contractor fails to operate a food truck for the entire time period agreed upon above.

4.4 Equipment. The Contractor understands and agrees that the Company will not be responsible for providing any equipment for use by the Contractor in their operation of the food truck. The Contractor must supply any and all equipment that they need to operate including but not limited to utensils and fuel.

4.5 Compliance with Company Rules and Policies. The Contractor agrees to comply with all Company policies and rules as provided to the Contractor in writing or as otherwise posted conspicuously on the Premises. The Company's policies are subject to change from time to time in the absolute discretion of the Company.

4.6 Use of Company Premises. Only Contractor and Contractor's employees, agents and contractors directly involved with the Contractor's use of the Premises for the purpose of providing food service are allowed to be present in the Contractor's assigned space during or outside of Operating Hours.

4.7 Morals Clause. Contractor understands that at all times during the Term of this agreement, Contractor shall conduct themselves with due regard to public conventions, morals and company policy, and refrain from any behavior that may be objectionable to the Company or the general public, as further detailed in this clause. At all times during the term of this Agreement, Contractor shall not: (i) commit an offense involving moral turpitude under federal, state or local laws or ordinances; (ii) commit any act or do anything that will tend to degrade the company, by reference or implication, in society or bring themself into public hatred, public disrepute, contempt, scorn, or ridicule, or that will tend to shock, insult or offend the community or public morals or decency; or (iii) do, or refrain from doing, anything that would prejudice the company, it's employees, officers, directors, affiliates, subsidiaries, or parents, or the food truck industry in general or that has a substantial adverse effect on the business or reputation of the Company. If it any time, in the reasonable and good faith opinion of the Company, the Contractor is determined by the Company to have committed any act or done anything (whether intentionally or negligently) which might reasonably be considered: (i) to be immoral, deceptive, scandalous or obscene; (ii) to injure, tarnish, damage or otherwise negatively affect the reputation and goodwill associated with the Company (inclusive a the Company's employees, officers, directors, affiliates, subsidiaries or parents); or (iii) to otherwise violate this clause, then the Company may, upon written notice to the Contractor, immediately suspend or terminate this Agreement, in addition to any other rights and remedies that the Company may have hereunder or at law or in equity.

4.8 Trademarks and Trade Names. The Contractor understands that the name CHOWTOWN and other related trademarks logos or other brand identifiers used by the Company in conjunction with the promotion of their services ("Company Branding") belong to the Company. Nothing in this Agreement shall be construed to grant a license for the Contractor to use the Company's Branding. Contractor agrees to refer to CHOWTOWN nominatively while promoting its goods/services to be sold on the Premises.

5. LIABILITY.

5.1 Damages Limitation. The Company's liability to the Contractor for any claims asserted against the Company by the Contractor shall be limited to the amount of payments received by the Company from Contractor for the particular service provided giving rise to the claim of contributions and indemnification related to third party claims arising out of services rendered by the Company, and for any losses, injury or damages to persons or properties or work performed arising out of or in connection with this Agreement and for any other claim, shall be limited to the amount of payments received by the Company from Contractor for the particular service provided giving rise to the claim. Notwithstanding anything to the contrary in this Agreement, the Company shall not be liable for any special, indirect, consequential, lost profits, or punitive damages. Contractor agrees to limit the Company's liability to the Contractor for any damage on account of any error, omission or negligence to a sum not to exceed the payment received by the Company for the particular service provided giving rise to the claim. The limitation of liability set forth herein is for any and all matters for which the Company may otherwise have liability arising out of or in connection with this Agreement, whether the claim arises in contract, tort, statute, or otherwise.

5.2 Indemnification. The Company shall not be liable to any third party for any action taken or not taken by the Contractor in their operation of a Food Truck. The Contractor agrees to indemnify, defend and hold the Company harmless for any costs, losses, liabilities and expenses whatsoever (including reasonable attorneys' fees and costs of investigation), arising in whole in part out of the Contractor's activities on the Premises, whether those activities constitute a breach of this Agreement or not. If any claim is asserted against the Contractor by a person or entity that is not a party to this Contract, the Contractor shall notify the Company within THIRTY (30) days.

5.3 Survival. The provisions of this Article 5 shall survive the expiration or termination of this Agreement.

6. MISCELLANEOUS.

6.1 Severability. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. Any provision shall nevertheless remain in full force and effect in all other circumstances.

6.2 Modification and Waiver. Waiver of breach of this Agreement by either part shall not be considered a waiver of any other subsequent breach.

6.3 Notices. Contractor shall give the Company written notice within one hundred eighty (180) days of obtaining knowledge of the occurrence of any claim or cause of action which Contractor believes that it has, or may seek to assert or allege, against the Company, whether such claim is based in law or equity, arising under or related to this Agreement or to the transactions contemplated hereby, or any act or omission to act by the Company with respect hereto. If Contractor fails to give such notice to the Company with regard to any such claim or cause of action and shall not have brought legal action for such claim or cause of action within said time period, Contractor shall be deemed to have waived, and shall be forever barred from bringing or asserting such claim or cause of action in any suit, action or proceeding in any court or before any governmental agency or authority or any arbitrator. All notices or other communications hereunder shall be in writing, sent by courier or the fastest possible means, provided that recipient receives a manually signed copy and the transmission method is scheduled to deliver within 48 hours, and shall be deemed given when delivered to the address specified below or such other address as may be specified in a written notice in accordance with this Section.

If to the Company:
Dynh Le c/o Chowtown Holdings LLC
614 Peacock Lane Unit 6
Wilmington, NC 28401-3596

If to Contractor:
_____
_____
_____
_____
_____

6.4 Assignment. The Agreement is not assignable or transferable by Contractor. This Agreement is not assignable or transferable by the Company without the written consent of Contractor, which consent shall not be unreasonably withheld or delayed.

6.5 Section Headings. Title and headings of sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

6.6 Representations; Counterparts. Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This Agreement may be executed (by original or telecopied signature) in counterparts, each of

which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

6.7 Governing Law and Construction. This Agreement will be governed by and construed in accordance with the laws of North Carolina, without regard to the principles of conflicts of law. The language of this Agreement shall be deemed to be the result of negotiation among the parties and their respective counsel and shall not be construed strictly for or against any party. Each party (i) agrees that any action arising out of or in connection with this Agreement shall be brought solely in courts of the State of North Carolina, in New Hanover County, or the United States District Court for Eastern District of North Carolina, (ii) hereby consents to the jurisdiction of the courts of the State of North Carolina and the United States District Court for the Eastern District of North Carolina, and (iii) agrees that, whenever a party is requested to execute one or more documents evidencing such consent, it shall do so immediately.

6.8 Entire Agreement; Survival. This Agreement, including any Exhibits, states the entire Agreement between the parties and supersedes all previous contracts, proposals, oral or written, and all other communications between the parties respecting the subject matter hereof, and supersedes any and all prior understandings, representations, warranties, agreements or contracts (whether oral or written) between Contractor and the Company respecting the subject matter hereof. This Agreement may only be amended by an agreement in writing executed by the parties hereto.

6.9 Force Majeure. The Company shall not be responsible for delays or failures (including any delay by the Company to make progress in the prosecution of any Services) if such delay arises out of causes beyond its control. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, strikes, freight embargoes, earthquakes, electrical outages, computer or communications failures, and severe weather, and acts or omissions of subcontractors or third parties.

6.10 Use By Third Parties. This Agreement shall, therefore, not create any rights or benefits to parties other than to Contractor and the Company.

6.11 Counterparts/Duplicate originals. This Agreement may be signed in two or more counterparts, each of which shall be deemed a duplicate original.

6.12 Survival. All representations, warranties, covenants and agreements contained in this Agreement, or in any Exhibit, Schedule, certificate, agreement, document or statement delivered pursuant hereto, shall survive (and not be affected in any respect by) the termination of this Agreement.

6.13 Ambiguities. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

6.14 Waiver. The waiver of any requirement in this Agreement by either Party shall be made in writing and, if made, shall not be construed as a waiver of that requirement at a subsequent time or as a waiver of any other requirement hereof.

6.16 Successors and assigns. Except as otherwise expressly provided herein, this Agreement shall be binding on and inure to the benefit of the parties hereto, and their respective representatives, successors and assigns.

6.17. Interpretation. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties

reflected hereon as the signatories. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic signature shall be as effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Contractor

By:_____

Title:_____

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I certify that _____ personally appeared before me this day, having been properly identified by a driver's license or other photo identification, acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated above.

Witness my hand and notarial seal, this ____ day of _____, 20___.

[Notarial Seal] _____
Notary Public

_____
Printed Name of Notary
My commission expires: ___/___/_____

Company

By:_____

Title:_____

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I certify that _____ personally appeared before me this day, having been properly identified by a driver's license or other photo identification, acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated above.

Witness my hand and notarial seal, this ____ day of _____, 20___.

[Notarial Seal] _____
Notary Public

_____
Printed Name of Notary
My commission expires: ___/___/_____