



Commercial Kitchen User Services Contract

This User Services Contract is between the User as identified below and Ashe County Partnership for Children ("Partnership"), and is effective upon the date of execution shown below. The User and the Partnership agree to the following terms:

Date: _____

Contract Information: Please fill in all blanks.

Legal Name of User(s): _____

Business Name: _____

Title: _____

Address : _____

City/State: _____ Zip: _____

County: _____

Home Phone: _____ Business Phone: _____

Mobile Phone: _____ Fax: _____

Email Address: _____

Website: _____

Products

Please describe the products you plan on producing at the commercial kitchen.

Please check all the categories that apply to you or your products produced at Kitchen:

- ☐ Caterer/personal chef
- ☐ Baked goods (breads, cakes, pies, etc...)
- ☐ Farmer, adding value to produce (bagged vegetables, apple slices, etc.)
- ☐ Specialty food producer: frozen products
- ☐ Specialty food producer: canned/jarred product (salsas, sauces, dressings, pickles, jams, etc)
- ☐ Specialty food producer: refrigerated product (fresh salsa, dips, etc.)
- ☐ Herbal products for human consumption (teas, spice mixtures, etc.)
- ☐ Herbal products for topical use (salves, creams, sprays, etc.)
- ☐ Dried products (tomatoes, mushrooms, apples, soup or sauce/mole mixtures)
- ☐ other, please describe in detail:

Do any of your products require a Scheduled Process (acidified foods such as pickles, relishes, chutneys, dressings, etc...)?

Check one Yes ☐ No ☐ Don't know ☐

Services: The Partnership will provide User with access to and use of the commercial kitchen ("Kitchen"), subject to the terms of this agreement.

Facility: The kitchen is a shared-use facility, equipped with commercial stoves, ovens, steam kettles, mixers, sinks, refrigerators, tables, dry and cooler storage and other food preparation equipment. The Partnership shall maintain the Kitchen in a sanitary and orderly state and ensure that all equipment available to User operates to all applicable health and safety standards. It is the User's responsibility to furnish all small wares needed for their food process. It is also the User's responsibility to ensure the Kitchen is left in a sanitary and orderly state at the end of the User's day.

The User furnishes own food, spices, bowls, spoons, towels, pots, pans, cleaning supplies (dishwashing liquid, bleach, cleaning cloths, trash bags), etc. When the processing is completed for the day, remove their food and equipment from the Kitchen and either store on shelves rented at the Kitchen or take home. The Partnership will not be held responsible for misplaced items.

User Prerequisites: All Users of the Kitchen will have completed the following activities and provided appropriate documentation to the Kitchen Manager or the Partnership before User may enter and use the facility:

- ☐ Completed contract
- ☐ Successfully completed the Kitchen Food Safety and Sanitation Orientation
- ☐ Copy of General Liability/Product Liability Insurance
- ☐ Copy of ServSafe certification
- ☐ Orientation and Application fee
- ☐ Refundable key deposit

Authorized Food Products: User must obtain specific authorization from the Partnership prior to producing each food product.

Scheduling of Use: Because the kitchen is a shared use facility, the Partnership shall control the times and manner of all Users' access to and use of the Kitchen. User shall request use of the Kitchen one week in advance. The Partnership will make its best efforts to create a schedule for use of the Kitchen that accommodates all Users' reasonable requests.

Payments: User will pay the Partnership rent for each hour (or part thereof). User occupies the Kitchen and uses the services of this agreement according to the following terms:

Fee Schedule: The fees for various uses of the kitchen and/or equipment are set out in the Fee Schedule, attached to this agreement as Attachment A. The Partnership may change this fee schedule at any time and will notify Users as soon as possible in advance of changes.

Payment Terms: Each User will pay for Kitchen use on a "pay-as-you go" basis for the first three months. The Partnership will provide User with an invoice at the end of each week. Payment is due upon receipt. User may not use the facility until all outstanding bills are paid. A late payment fee may be charged for payments made more than seven days after receipt of invoice.

After three months, the Partnership will provide User with an invoice at the end of each month. Payment is due upon receipt. User may not use the facility until all outstanding bills are paid. A late payment fee may be charged for payments made more than seven days after receipt of invoice.

Rental and Use Policies: User acknowledges that User has received and read *Rental and Use Policies* (see Attachment B). The Partnership reserves the right to amend the rental and use policies at any time upon written notice to User. If User violates these policies, the Partnership may impose a fine upon User; upon repeated violation, the Partnership may in its discretion terminate agreement. User agrees to comply with all of the rules and obligations set forth in the *Rental and Use Policies* as currently stated and as modified at any time in the future.

1. **Contract Information.** User promises that the identification, address and contact information stated at the beginning of this document is current and correct. User agrees to keep the Partnership informed of any changes in User's legal identity, address and other contact information.
2. **Security.** User agrees that the Partnership assumes no responsibility for the security of any equipment or supplies the User brings for their use in the facility.
3. **Food and Equipment Safety and Sanitation.** All Users and their employees are required to successfully complete the Kitchen orientation on Food Safety and Sanitation before they may use the kitchen. Use of specialized equipment requires special training and authorization from the Kitchen Manager. Each person using the facility must receive specific authorization before using the facility and certain equipment.

Housekeeping Policies: User policies include but are not limited to the following:

1. Users will provide their own cleaning towels and supplies, cooking items, ingredients, utensils, small wares and other special items necessary to their specific production needs.
2. No equipment or items owned by the Partnership or the County of Ashe shall ever leave the premises.
3. Users will strictly follow the cleaning guidelines provided by the Partnership before, during and after each use of the facility.
4. Users must perform and fill in the "Cleaning Check List" after each kitchen use, and leave them in the designated area.
5. **If User fails to leave the facility in the proper condition. User will receive a warning and be responsible to pay the actual cost of cleaning the facility as determined by the Partnership. Upon a second such failure, this agreement shall be terminated.**

Assignment: Except for User's properly trained and authorized employees. User may not transfer or assign User's privileges under this agreement to any third party. The User shall not grant access or allow a third party to operate in the kitchen any time. Violation of this duty is grounds for immediate termination of this agreement and the immediate discharge of that User from the Kitchen.

Signs and Advertising: No signs or advertising matter shall be painted or attached in any way on the Kitchen premises.

Health and Safety Responsibilities: To ensure the safety of all persons associated with the Kitchen facility, User shall also comply with following duties:

1. **Worker Safety.** User is exclusively responsible to ensure that User and its employees observe proper safety procedures while using the kitchen. All User employees must have registered with the Kitchen Manager and provided contact information in case of emergencies before being authorized to work at the Kitchen. *No children under 16 are allowed in the kitchen when any food processing is taking place.*
2. **Right of Inspection.** The Partnership retains the right to enter and inspect operations at any time during use. The Health Department of Ashe County as well as the Food & Drug Administration shall have the right to inspect without prior notice at any time deemed necessary by their organizations.
3. **Liability Insurance.** Each User will maintain a minimum coverage of \$500,000 of general liability and product liability insurance with Ashe County Partnership for Children and the County of Ashe named as "added named insured" on each policy. Users must provide proof of insurance to the Kitchen Manager before User may enter and use the facility.

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

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

In the course of using the facility, User shall make reasonable efforts not to give User's confidential information to others or any third party. User shall also respect that others using the facility may be applying their confidential information and shall take a care not to discover other's confidential information. Any spying or deliberate intrusion into others' confidential information is grounds for terminating this agreement.

In the course of dealing with the Partnership and its officers and employees under this agreement, User shall take care to inform the Partnership whenever User is disclosing confidential information to the Partnership. The Partnership shall make all reasonable efforts to prevent disclosure of User's confidential information to any third party.

Confidential Information does not *include* information that is already known to the Partnership, to the public or any third party beyond User's control, or obtained by User from an independent source or otherwise developed independently from the User. This agreement does not cover any disclosure required by applicable law or regulation.

Termination. This agreement shall continue unless terminated as provided in this section. User's obligations pursuant to the Confidentiality Section of this agreement and any financial obligation to the Partnership shall survive the termination of this agreement.

1. **Voluntary Termination.** This agreement may be terminated at any time upon mutual agreement of the Partnership and the User. User may terminate this agreement at any time upon written notice to the Partnership.

2. **Breach or Default.** User must correct any violation, breach, or failure to keep or perform any conditions of this agreement or the *Rental and Use Policies* within three (3) days after receiving written notice of such from the Partnership. If more than three (3) days pass without corrective action taken by the User, the Partnership may, in its sole discretion, terminate this agreement.
3. **User property.** Upon termination, User shall remove all of User's property from the Kitchen. If User's property is not promptly removed, the Partnership may enter, take possession of and remove User's property. User shall be liable to the Partnership for reasonable storage cost for any property removed in this way.

Miscellaneous Provisions.

1. **Jurisdiction and Venue.** Any disputes regarding this agreement shall be resolved in the courts of Ashe County, North Carolina, and according to the laws of North Carolina.
2. **Relationship of Parties.** This agreement shall not be construed to form a partnership or any other business association between the parties other than independent parties to contract. User, its officers, agents and employees are not employees or agents of the Partnership.
3. **No Oral Modification.** This agreement may only be modified in writing and signed by the parties.

Enjoyment. This shared-use commercial kitchen is a unique facility meant to be useful to and enjoyed by its Users. The Kitchen has been furnished to accommodate a wide variety of start-up food businesses. It is necessary that all Users work collectively to make this shared-use space work for all. Cooperation will benefit everyone and will allow harmony in the entire space. It is the desire of the Partnership to aid the many persons that may desire to start their business and provide a clean and workable space for all parties. We wish each User's business the greatest success with their product and with their business.

Term and Renewal of Contract. The term of this Contract shall begin on _____ and shall end at midnight on _____. User shall have the option to renew this from year to year with a time scheduled to review Kitchen Policies and Procedures.

This agreement is executed this _____ day of _____, 20____, by the duly authorized representative of each party.

Ashe County Partnership for Children

Legal Name of User's Business

By: _____
Kay Philipp, Executive Director

By: _____
Authorized Signature for User

Printed Name and Title

Attachment A Fee Schedule

Orientation and Application Fee: \$60

Refundable Key Deposit: \$20

Hourly Rate for Kitchen Use: \$15 per hour

Rental per Shelf – dry storage: \$8 per month

Rental per Shelf –refrigerated storage: \$15 per month

Rental per Shelf – frozen storage: \$20 per month

Cleaning Deposit: A refundable one time fee of \$100 will be required. (if Kitchen is left dirty the deposit will not be refunded).

Cleaning fee (if Kitchen is left in unacceptable manner): \$150

Cancellation fee (when 24 hours' notice is not given): \$50

These fees may be changed at any time by the Partnership. User will be given reasonable notice for all changes.

Attachment B

Rental and Use Policies

Dry Storage: Fees are charged on a monthly basis payable in advance. All items must be clearly identified and labeled with the User's name. Opened food items must be stored tightly covered in LABELED containers. All items must be on pallets or otherwise off the ground a least **12 inches**. No cardboard boxes are allowed in dry storage as they are breeding grounds for roaches except as the original boxes for jars and bottles. Plastic milk crates or covered plastic tubs are good to store utensils and other items. *The areas around stored items must be kept scrupulously clean, swept and mopped at least once a week.*

Cooler Storage: All items must be clearly identified, labeled, and dated with the User's name. Food items must be stored tightly covered. Remember that you are paying for cooler storage by the shelf. It is to your advantage to arrange your items in the most space efficient way, keeping in mind sanitation guidelines that dictate raw meats on bottom shelves. *You are also reminded that you must clean and sanitize your storage area at least once a week. You should mop your area immediately if there are any spills.*

Garbage Disposal: Use the Partnership dumpster. Place cardboard boxes in the special recycling dumpster. If you don't know where it is, please ask.

Kitchen Use: Users must request use of a food processing area at least one week in advance. If space is available, requests will be accepted up to 48 hours in advance. Users must call or email the Partnership, who will notify the User if the requested facility and equipment is available.

Shared Use Facility: Please remember that this is a shared-use facility. Empty trash containers in the facility into the dumpster and leave trash can clean. Please help take care of our community kitchen by sweeping the floor, wiping out the sinks or anything else that you see needs attention. This space is for your convenience.

Cancellations: Cancellations of kitchen use must be received as soon as possible but NO LATER than 24 hours in advance. Repeated cancellations may result in the User being denied use of the facility.

No Shows: If no cancellation notice is received 24 hours in advance of scheduled kitchen time, and another User has been denied access due to that prior reservation, then the "no-show" User will be charged a \$50 fee for the no-show.

Sign-In Sheets: All Users are required to sign in when they arrive at the facility. All Users must complete a facility checklist to note any areas of the kitchen that need attention. Users sign out when they are finished cleaning the facility. Failure to accurately sign in and out may result in the User being denied use of the facility.

Cleaning time: Cleaning time at the end of each User's operation is essential to insure thorough cleaning and sanitation. Users who are producing food may go off the clock after their production is complete and all equipment is turned off in order to clean the area. Please make sure to allow ample time for thorough cleaning.

Facility Failure: In the event of equipment failure or other facility issues that compromise production, no charge will be made for lost hours. Users **MUST** fill out a Facility Incident Report within 24 hours of the occurrence to be eligible for a credit.

Eligible User: Only those Users and their employees that are registered and authorized by the Kitchen Manager are allowed to be in the production areas. Each employee/helper must have been trained and received a copy of these guidelines.

No Children Under 16 are allowed in the kitchen area when food processing is taking place.
No unsupervised children are allowed in the facility at any time.

No Live Animals are allowed inside the building at any time.

No Smoking on campus of Family Central at anytime. Family Central is a County building and is a tobacco-free facility.

No eating, or drinking from open containers is allowed in the food production areas. Only drinks in covered containers are allowed in the food production areas and must be kept on lower shelves, below any food items.

Small Wares: Users will provide their own towels, cooking items, pans, small wares and other special items necessary to their specific production needs. Do not leave your personal small wares in the kitchen. Do not leave cleaning rags behind.

Kitchen Property: No equipment or other items belonging to the Kitchen is ever allowed to leave the premises.

Fine: The fine for violation of facility rules is a maximum of \$150.00 per occurrence.