



## Commercial Kitchen User Services Application and Contract

This User Services Application and Contract is between the User as identified below and the County of Ashe, and is effective upon the date of execution shown below. The User and the County of Ashe agree to the following terms:

Date: \_\_\_\_\_

*Contact 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

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

- Caterer/Personal Chef
- Baked Goods (breads, cakes, pies, etc)
- Farmer, Adding Value to Produce (bagged vegetables, apple slices, etc)
- Specialty Food Producer: Frozen Product
- Specialty Food Producer: Canned/Jarred Product (salsa, sauces, pickles, jam, etc)
- Specialty Food Producer: Refrigerated Product (fresh salsa, dips, 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 County of Ashe will provide the 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 County of Ashe shall maintain the Kitchen in a sanitary and orderly state and ensure that all equipment available to the 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 and pans. When the processing is completed for the day, the User removes their food and equipment from the Kitchen and stores on shelves rented at the Kitchen or takes home. The County of Ashe 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 before User may enter and use the facility:

- Completed User Services Application and Contract
- Successful completion of the Kitchen Food Safety and Sanitation Orientation
- Copy of General Liability/Product Liability Insurance for \$1,000,000
- Copy of ServSafe Certification
- Orientation and Application Fee

**Authorized Food Products:** User must obtain specific authorization from the County of Ashe, High Country Commercial Kitchen and the appropriate regulatory agencies prior to producing each food product.

**Scheduling of Use:** Because the Kitchen is a shared use facility, the County of Ashe shall control the times and manner of all Users access to and use of the Kitchen. **User shall request use of the Kitchen at least one day in advance.** The County of Ashe will make its best efforts to create a schedule for use of the Kitchen that accommodates all Users reasonable requests. No shows will be charged as per the Fee Schedule.

**Payments:** User will pay the County of Ashe 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. The County of Ashe 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. The County of Ashe will provide Users with an invoice at the end of each week. Payment is due upon receipt (134 Law Enforcement Drive, Suite 202 Jefferson, NC 28640), *cash or check only*. User may not use the facility until all outstanding bills are paid. **A late fee may be charged for payments made more than 30 days after date of invoice.**

**Rental and Use Policies:** User acknowledges that User has received and read *Rental and Use Policies* (see Attachment B). The County of Ashe reserves the right to amend the rental and use policies at any time upon written notice to User. If User violates these policies, the County of Ashe may impose a fine upon User; upon repeated violation, the County of Ashe 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 County of Ashe informed of any changes in User's legal identity, address and other contact information.
2. **Security:** User agrees that the County of Ashe 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, cooking items, ingredients, utensils, small wares and other special items necessary to their specific production needs.
2. No equipment or items owned by the County of Ashe shall ever leave the premises.
3. Users will strictly follow the cleaning guidelines provided by the County of Ashe before, during and after each use of the facility.
4. Users must perform and fill in the Cleaning Checklist after each Kitchen use and leave them in the designated area.

**Assignment:** Except for Users properly trained and authorized employees, User may not transfer or assign User 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 the User from the Kitchen.

**Signs and Advertising:** No signs or advertising 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 the 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 County of Ashe 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 \$1,000,000 of general liability and product liability insurance with the County of Ashe listed 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
4. **Employee Health Policy:** Each User must sign an Employee Health Policy.

**Liability:** The County of Ashe shall not be liable for any damage to either person or property sustained by the User or by any third party arising in any way out of the Users 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 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 County of Ashe 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 the User's business and the production of 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 the 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 County of Ashe acknowledge and agree that the User's confidential information may be disclosed to the County of Ashe for the purpose of providing product authorization, training or business services to the User.

In the course of using the facility, User shall make reasonable effort 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 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 County of Ashe and its officers and employees under this agreement, User shall take care to inform the County of Ashe whenever User is disclosing confidential information to the County of Ashe. The County of Ashe 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 know to the County of Ashe, to the public or any third party beyond the User's control, or obtained by the 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 obligations pursuant to the Confidentiality Section of this agreement and any financial obligation to the County of Ashe shall survive the termination of this agreement.

1. **Voluntary Termination:** This agreement may be terminated at any time upon mutual agreement of the County of Ashe and the User. User may terminate this agreement at any time upon written notice to the County of Ashe.
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 County of Ashe. If more than three (3) days pass without corrective action taken by the User, the County of Ashe 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 County of Ashe may enter, take possession of and remove User's property. User shall be liable to the County of Ashe for reasonable storage cost for any property removed in this way.

#### **Miscellaneous Provisions:**

**Jurisdiction and Venue:** Any dispute regarding this agreement shall be resolved in the courts of Ashe County, North Carolina and according to the laws of North Carolina.

**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 County of Ashe.

**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 startup 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 County of Ashe 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.

**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.

**County of Ashe**

\_\_\_\_\_  
Legal Name of User's Business

By: \_\_\_\_\_  
Adam Stumb  
County Manager

By: \_\_\_\_\_  
Authorized Signature for User

By: \_\_\_\_\_  
Jill Cockerham  
Kitchen Manager

\_\_\_\_\_  
Printed Name and Title