

**Columbus County Community Farmers Market, Inc.
Value Added Center**

Adopted by Board of Directors on 10/08/11. Subject to change without notice

Shared-use Kitchen User Application

Full Legal Name of User	Legal Status of User (check one) <input type="checkbox"/> Individual <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> Nonprofit <input type="checkbox"/> Other (specify)
Name of Authorized Representative	Title
Mailing Address	Email Address
Telephone #	Fax #
Date(s) Requested	Time(s) Requested
Number of Authorized Users	Name(s) of Users

Shared-use Kitchen User Contract (Agreement)

This Shared-use Kitchen User Contract (Agreement) is between the “User” (identified above) and Columbus County Community Farmers Market, Inc. (referred to as “CCCFM”), and is effective upon the date of execution shown below.

User and CCCFM agree to the following terms:

1. SERVICES & FEES

The Columbus County Community Farmers Market Shared-use Kitchen is a shared use facility, and CCCFM shall control the times and manner of all access to and use of the Kitchen.

A. Reservations

All reservation requests for use of the Kitchen should be made at least five (5) days in advance and the Cleaning & Security Deposit must be prepaid by cash or check. CCCFM will make every effort to create a schedule for use of the Kitchen that accommodates all reasonable requests.

B. Cancellations

The User is responsible for notifying the Market Manager (or designee) in the event of a reservation cancellation. Such cancellations should be made at least 24 hours prior to the time reserved. CCCFM reserves the right to charge the User a cancellation fee equal to the User fee if the Market Manager (or designee) deems the charge necessary due to non-adherence to the cancellation policy.

C. Condition of Facility

CCCFM will provide the User with a clean and sanitary kitchen with a checklist for the User to complete before and after each use. All food processing must take place within the Kitchen facility only. Users are not allowed access to the Market Manager's office. CCCFM will provide User with basic pots, pans, and utensils as a part of the Kitchen Use Fee. The Shared-use Kitchen Fee Schedule and the Checklist are hereby made a part of this Contract (Agreement).

2. USER PREREQUISITES

All Users must have completed the following items and provided appropriate documentation to the Market Manager (or designee) before using the facility:

- Complete the User Application form and pay the Cleaning & Security Deposit
- Based on the scope and nature of the processing operation and as determined by the Market Manager (or designee), proof of Product Liability Insurance may be required. If required, the User must provide proof of insurance with a minimum coverage of \$1,000,000 (one million dollars) of general liability and product liability insurance, with Columbus County Community Farmers Market named as "additional named insured" on the policy.
- Obtain specific authorization from CCCFM prior to producing each food product.
- Obtain inspection and certification from the North Carolina Department of Agriculture & Consumer Services as required based on the scope and nature of the processing operation.

3. PAYMENT TERMS

User will pay CCCFM a User Fee for each hour User occupies the Kitchen and uses the Services described in Section 1 of this Contract (Agreement), according to the following terms:

A. Fee Schedule. The fees for various uses of the Kitchen and/or equipment are set forth in the Shared-use Kitchen Fee Schedule, which is attached to this Contract (Agreement). The Kitchen User Fee Schedule is subject to change without notice.

B. Payment Terms – Daily Use. Each User shall pay for Kitchen use on a "pay-as-you-go" basis with payment due at the end of each day's use. CCCFM will provide User with an invoice at the end of day's use. Payment is due prior to

leaving the facility. User may not use the Kitchen until all outstanding invoices are paid. Storage fees will be charged on a weekly basis.

C. Payment Terms – Storage Fees. CCCFM will provide the User with an invoice for Kitchen storage fees at the end of each calendar month or at the end of the week of last scheduled use. Payment in full is due within one week (seven days). If a User is repeatedly delinquent in payment, CCCFM Market Manager (or designee) may require pre-payment terms.

D. Payment Terms – Long Term. CCCFM and the User may negotiate payment arrangements for long term or ongoing use of the facilities.

4. USER DUTIES

User agrees to assume the following duties in its use of the Kitchen under this Contract (Agreement):

A. Compliance

User agrees to comply with all of the rules and obligations as currently stated in this Contract (Agreement).

B. Contact Information

User certifies that the legal name, address, and contact information listed on the Shared-use Kitchen User Application (at the beginning of this document) is true and accurate. User agrees to keep CCCFM informed of any changes in User's legal identity, address or other contact information.

C. Prohibited Substances Use Policy

User acknowledges that alcohol or illegal drugs are not allowed on the property. Smoking is not permitted anywhere on the CCCFM property. It shall be the responsibility of User to enforce this policy for everyone in their party.

D. Security

User agrees to assume responsibility for providing security deemed necessary for a peaceful event. Excessive noise or conflict will not be tolerated. If during the scheduled event, local law enforcement is required due to alcohol or drug use, excessive noise or conflict, User will forfeit all deposit and user fees and will be removed from the facility.

E. Food and Equipment Safety and Sanitation

Based on the scope and nature of the processing operation, Users and their employees may be required to successfully complete a course on Food Safety and Sanitation before using the Kitchen. All Users should check with the appropriate state and/or federal regulatory agency regarding training, licensing and certification requirements. Use of specialized equipment, such as, but not limited to, the commercial honey extractor shall require special training and supervision.

F. Housekeeping Policies

User policies include, but are not limited to, the following:

1. User may provide their own cleaning supplies (paper towels, sanitizer, dish soap, & floor cleaning supplies) and personal use items (aprons, hair restraints, & gloves) or may pay the Supplies Fee listed on the fee schedule.
2. Equipment owned by CCCFM shall not be removed from the premises at anytime.

3. User shall strictly follow the Cleaning Guidelines provided by CCCFM before, during, and after each use of the facility.
4. User must perform the "Cleaning Check List" before and after each kitchen use, and allow the Market Manager (or designee) to inspect the completion of the "Cleaning Check List" prior to leaving the facility.
5. If User fails to leave the facility in the satisfactory condition, the User will receive a warning and be responsible to pay the \$20.00 per hour cost of cleaning the facility as determined by CCCFM Market Manager (or designee). Upon a second such offense, User shall forfeit the entire Cleaning & Security Deposit. Upon a third such offense, the User Contract (Agreement) may be terminated.

5. ASSIGNMENT

User shall not transfer or assign User privileges under this Contract (Agreement) to any other party. The User shall not grant access or allow another party to operate in the kitchen at any time. Violation of this policy shall be grounds for immediate termination of this Contract (Agreement) and immediate discharge of the unauthorized User from the Kitchen.

6. HEALTH AND SAFETY RESPONSIBILITIES

To ensure the safety of all persons associated with the shared-use facility, User shall comply with the following duties:

A. Worker Safety. User is exclusively responsible to ensure that User and its employees and associates observe proper safety procedures while using the Kitchen. All User employees and associates must have registered with the Market Manager (or designee) and provided contact information in case of emergencies before being authorized to work in the shared-use kitchen. No children under the age of 16 are allowed in the kitchen when food processing is taking place.

B. Right of Inspection. The staff of CCCFM retains the right to enter and inspect operations at any time during use. The Columbus County Health Department, North Carolina Department of Agriculture & Consumer Services as well as the U.S. Food & Drug Administration shall have the right to inspect without prior notice at any time deemed necessary by their organization.

7. LIMITATION OF LIABILITY

User agrees that any and all claims involving CCCFM are strictly subject to the following limitations:

A. Business Services. All Business Services provided by CCCFM and/or any officers, staff or other agents of CCCFM are provided solely for the purpose of assisting User in the operation of its business. CCCFM makes no representations, warranties or guarantees that the business services provided will result in the success of the Business. User understands and acknowledges that User is solely and completely at freedom to accept or reject any business services, and that the principal(s) or owner(s) alone are in control of the Business and its success or failure. User acknowledges and agrees that CCCFM and any

of its employees, officers and directors or other agents of CCCFM are not liable to the Business or its principal(s) or owner(s) for any damages resulting from the use or reliance upon the business services provided by CCCFM.

- B. Liability.** Columbus County Community Farmers Market, Inc. shall not be held responsible for any damages to either person or property sustained by the User or by any third party arising in any way out of the User's use, operation, or occupancy of CCCFM premises, or sale or distribution of any product which is produced or manufactured on the premises. The Users covenant and agree to indemnify, defend, and hold harmless Columbus County Community Farmers Market, Inc., its employees, officers and directors 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 CCCFM premises, or any portions thereof, or resulting from the sale, distribution, and use of any product manufactured by the User on the CCCFM premises.

8. MISCELLANEOUS PROVISIONS

- A. User Property.** User shall promptly remove any personal property from facility after scheduled event(s). If User's property is not promptly removed, CCCFM may take possession of, remove, and/or discard User's property. User shall be liable to CCCFM for a reasonable storage cost for property removed in this manner.
- B. Jurisdiction and Venue.** Any disputes regarding this Contract (Agreement) shall be resolved in the courts of Columbus County, North Carolina and in accordance with the laws of the State of North Carolina.
- C. No Oral Modification.** This Contract (Agreement) shall be modified in writing only, duly signed by User and Market Manager (or designee) of Columbus County Community Farmers Market, Inc.

9. TERMINATION

This Contract (Agreement) shall continue in force from the date of execution, unless terminated as provided for in this Section. Any financial obligation to CCCFM shall survive the termination of this Contract (Agreement).

- A. Voluntary Termination.** This Contract (Agreement) may be terminated at any time upon mutual agreement of CCCFM and the User. User may terminate this Contract (Agreement) at any time upon fourteen (14) days written notice to CCCFM.
- B. Breach or Default.** User must correct any violation, breach, or failure to keep or perform any conditions of this Contract (Agreement) within three (3) days after receiving written notice of such form the CCCFM Market Manager (or designee). If more than three (3) days pass without any corrective action taken by the User, CCCFM may, in its sole discretion, terminate this Contract (Agreement).

This Contract (Agreement) is executed this _____ day of _____ 20_____, by the Authorized Representative of each party.

Legal Name of User (Printed)

Date

Signature of Authorized Representative

Title

COLUMBUS COUNTY COMMUNITY FARMERS MARKET

Signature of Authorized Representative

Title

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