

KEY PENINSULA CIVIC CENTER ASSOCIATION

Commercial Kitchen User Application Form and Services Contract

PARTIES

This Kitchen Services Contract Agreement is between:

Name: _____ herein after referred to as User

Company: _____

UBI: _____

Address: _____

City: _____, WA ZIP: _____

Phone: _____ Alt: _____

AND

The Key Peninsula Civic Center Association (herein referred to as "KPCCA")

The User and KPCCA agree to the following schedule and fees:

Kitchen use Start Date: ____ / ____ / 20 ____

Term: Single Use

Other _____

1-Month

3-Month

6-Month (max)

Commercial Kitchen User Fees As described on page 6	Single or Other Use	Business or Recurring Use
ORIENTATION & APPLICATION FEE (one time fee)	\$25.00	\$25.00
CLEANING & SECURITY DEPOSIT	\$100.00	\$100.00
KITCHEN USER FEES (per hour)	\$	\$
SPECIAL USE (negotiated per case)		
FACILITY DRY STORAGE (per day)	\$	\$

The User and KPCCA agree to the following terms:

- SERVICES** The KPCCA Kitchen is a shared use facility, and KPCCA will control the times and manner of all Users access to and use of the Kitchen.

- A. **Reserving Time** User shall request use of the Kitchen five (5) business days in advance, so that appropriate fees can be paid. KPCCA will make its best efforts to create a schedule for use of the Kitchen that accommodates all Users' reasonable requests.
- B. **Contracted Time** The KPCCA also offers the facility on a contracted basis by the day, week, month or portions thereof. User understands that time conflicts may arise where the KPCCA has the authority to preempt the User's scheduled time but will do its best to reschedule User's time as mutually agreeable
- C. **Cancellation of Reserved Time** The User is responsible to notify the Facilities Coordinator of KPCCA in the event of cancellation of reserved time within three (3) business days prior to time reserved. KPCCA reserves the right to charge the User a cancellation fee equal to the User fee if the Facilities Coordinator of KPCCA deems the charge necessary due to non-adherence to the cancellation policy.
- D. **Facility** KPCCA will provide the User with a clean and sanitary kitchen with a checklist for the User to complete before and after use. All production and packaging of food products must take place within the Kitchen or other designated areas within the facility. It is understood that KPCCA has a limited inventory of pots, pans, implements, utensils, etc., and makes no warranty, promise or covenant, express or implied, as to the availability or condition of such inventory, beyond the understanding that KPCCA will share what it has with the User; and that the User shall provide any pots, pans, implements, utensils, etc., required for their own use beyond the inventory of KPCCA.
- E. Any attached Forms, Schedules and Checklists are hereby made a part of this agreement.

2. USER PREREQUISITES

- A. **Business/Commercial Use Kitchen** Users will have completed the following activities and provided appropriate documentation to the Facilities Coordinator of KPCCA before User may use the facility:
 - Completed application form and paid application fee.
 - Hold a Washington State Business License.
 - Hold all Washington State and Pierce County permits and licenses required to conduct business and to produce food and beverage items. This includes any permits and licenses that are currently required and to comply with any future requirements.
 - Will maintain a minimum coverage of \$1,000,000 (one million dollars) of **general liability and product liability** insurance, with Key Peninsula Civic Center named as "added named insured" on each policy. Users must provide proof of insurance to the KPCCA Facilities Coordinator before User may enter and use the facility.
 - User agrees to produce current copies of any of the above on demand of the KPCCA.
 - Users must obtain specific authorization from KPCCA prior to producing each food product.
- B. **Single Use Kitchen** Users will have completed the following activities and provided appropriate documentation to the Facilities Coordinator of KPCCA before User may use the facility:
 - Food and beverage items produced may not be sold. They may be served on the premises, given away as gifts, or used to solicit donations (bake sale, etc.).
 - Completed application form and paid application fee.
 - Hold all Washington State and Pierce County permits and licenses required to produce and/or serve food and beverage items. This includes any permits and licenses that are currently required and to comply with any future requirements.
 - User agrees to produce current copies of any of the above on demand of the KPCCA.

- 3. **FEES & PAYMENT TERMS** User will pay KPCCA all Fees as indicated on the Fee Schedule whenever the User occupies the Kitchen and uses the Services described in Section 1 of this Agreement, according to the following terms:

- A. **Fee Schedule** The fees for various uses of the Kitchen and/or equipment are set out in the Fee Schedule, attached to this Agreement. KPCCA may change this fee schedule at any time upon thirty (30) calendar days written notice to User.
 - B. **Payment terms – New User** Each User will pay for Kitchen use on a “pay-as-you-go” basis for the first three months of using the Kitchen. KPCCA will provide User with a bill at the end of each week. Payment is due within seven (7) calendar days. User may not use the Kitchen until all outstanding bills are paid. Storage fees will be charged on a weekly basis.
 - C. **Payment terms – Good Payment History** After 3 months of on-time payments, KPCCA will bill user for Kitchen and storage use at the end of each calendar month or at the end of the week of last scheduled use. Payment is due within seven (7) calendar days. If User pays any bill late, KPCCA may require User to pay under a revised Fee Schedule.
 - D. **Late Fee** Failure to pay by date due will result in a 10% late fee.
 - E. **Bad Checks** Checks returned by bank for any reason will result in a service charge of \$35. Kitchen Rental contract may also be subject to cancellation.
4. **USER DUTIES** User agrees to assume the following duties in its use of the Kitchen under this Agreement:
- A. **Rental and Use Policies** User agrees to comply with Tacoma Pierce County Health Department rules along with all of the rules and obligations as currently stated in this agreement.
 - a. **Contact Information** User promises that the identification, address, and contact information stated on the Application Form is current and correct. User agrees to keep KPCCA informed of any changes in User’s legal identity, address or other contact information.
 - b. **Prohibited Substances Use Policy** User agrees that there will be no alcohol or illegal drugs allowed on the property. Per WA State Law, smoking is not allowed in the building or within 25-feet of Entry/Exit Doors. It will be the responsibility of User to enforce this policy.
 - c. **Food and Equipment Safety and Sanitation** All Users and their employees are required to hold a valid Pierce County, WA Department of Health Food Handlers permit/card before they may use the Kitchen. Use of specialized equipment, such as, but not limited to, the stoves, warmers, dishwasher, etc, requires special training and authorization from the KPCCA Facilities Coordinator.
 - d. **Housekeeping Policies** User policies include, but are not limited to, the following:
 - i. KPCCA shall provide cleaning supplies (towels, sanitizer, bleach, dish soap, & floor cleaning supplies) and equipment (brooms, mops, dust mops). KPCCA shall provide Nitrile gloves; other personal use items (aprons, hair restraints, & gloves), shall be provided by user.
 - ii. No equipment owned by KPCCA shall ever leave the premises.
 - iii. Users will strictly follow the Cleaning Guidelines provided by KPCCA before, during, and after each use of the facility.
 - iv. Users must perform and fill in the “Cleaning Check List” before and after each kitchen use, and leave them in the designated area.
 - v. **If User fails to leave the facility in the proper condition, User will receive a warning and be responsible to pay the \$25.00 per hour cost of cleaning the facility as determined by KPCCA. Upon a second such failure, User shall pay a fine of \$50 plus the cleaning costs. Upon a third such failure, this Agreement shall be terminated.**
5. **ASSIGNMENT** 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 at any time. Violation of this duty is grounds for immediate termination of this Agreement and the immediate discharge of that User from the Kitchen.
6. **HEALTH AND SAFETY RESPONSIBILITIES** To ensure the safety of all persons associated with the KPCCA facility, User shall also comply with the following duties:

- A. Worker Safety** User is exclusively responsible to ensure that User and its employees/associates observe proper safety procedures while using the Kitchen. All User employees/associates must have registered with the Facilities Coordinator and provided contact information in case of emergencies before being authorized to work at KPCCA. No children under 16 are allowed unattended in the kitchen when any food processing is taking place.
- 7. RIGHT OF INSPECTION** The staff of KPCCA retains the right to enter and inspect operations at any time during use. The Tacoma Pierce County Health Department, as well as the WA State Department of Agriculture and the Food & Drug Administration, shall have the right to inspect without prior notice at any time deemed necessary by their organization.
- 8. LIMITATION OF LIABILITY** User agrees that any and all claims involving KPCCA are strictly subject to the following limitations:
- A. Business Services** All Business Services provided by KPCCA and/or any officers, staff or other agents of KPCCA are provided solely for the purpose of assisting User in the operation of its business. KPCCA 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 KPCCA and any officers, staff, trustees or other agents of KPCCA 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 KPCCA.
- B. Liability** Key Peninsula Civic Center 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 of KPCCA premises, or sale or distribution of any product that is produced or manufactured on the premises. The User covenant and agree to indemnify, defend, and hold harmless Key Peninsula Civic Center 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 KPCCA premises, or any portions thereof, or resulting from the sale, distribution, and use of any product manufactured by the User on the KPCCA premises.
- 9. MISCELLANEOUS PROVISIONS**
- A. Kitchen User Property** Unless properly stored in provided or designated areas, User shall promptly remove any personal property from facility after use. If User's property is not promptly removed, Key Peninsula Civic Center may take possession of, remove, and/or discard User's property. User shall be liable to Key Peninsula Civic Center for a reasonable storage cost for property removed in this manner.
- B. Jurisdiction and Venue** Any disputes regarding this agreement shall be resolved in the courts of Pierce County Washington and according to the laws of Washington State.
- C. No Oral Modification** This agreement shall be modified in writing only, duly signed by User and Facilities Coordinator of Key Peninsula Civic Center Association.
- D. Termination** This Agreement shall continue from the date of execution until the date of expiration as indicated in the Rental Contract, unless terminated as provided in this Section. Any financial obligation to KPCCA shall survive the termination of this Agreement.
- E. Voluntary Termination** This Agreement may be terminated at any time upon mutual agreement of KPCCA and the User. User may terminate this Agreement at any time upon fourteen (14) calendar days written notice to KPCCA.
- F. Remediation** User agrees, without protest, to reimburse KPCCA for all actual and reasonable expenses incurred by way of User's violation of any term or provision of this contract, including, but not limited to non-payment of fees, damages, all court costs and attorney's fees and all costs of collection. Both User and KPCCA waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Pierce County, State of Washington.

10. BREACH or DEFAULT User must correct any violation, breach, or failure to keep or perform any conditions of this Agreement within three (3) business days after receiving written notice of such from the Facilities Coordinator of KPCCA. If more than three (3) business days pass without any corrective action taken by the User, KPCCA may, in its sole discretion, terminate this Agreement.

Signatures

User Date

User Date

Key Peninsula Civic Center Association Date

Key Peninsula Civic Center Association

Kitchen User Fee Schedule

1. ORIENTATION & APPLICATION FEE (\$25)

This fee will cover the required safety and sanitation course provided by KPCCA, as well as the one-on-one training necessary to use the facility.

2. CLEANING & SECURITY DEPOSIT (\$100)

This amount will be to pay a cleaning fee of \$25.00 per hour for Users who leave the kitchen in an unacceptable manner, or will be applied to any damage or breakage caused by misuse of equipment. Balance will be returned when client is no longer using the facility. The Kitchen User is responsible for any loss of supplies not intended for disposal (pots, pans and cooking utensils) according to inventory list supplied by Key Peninsula Civic Center before and after kitchen use.

3. KITCHEN USER FEES

The fee includes the Kitchen User and staff, not to exceed posted occupancy of the kitchen area.

4. SPECIAL USE

Special use of the kitchen and equipment will be considered, and prices will be negotiated on a case-by-case basis.

5. FACILITY STORAGE

a. COLD STORAGE User understands there is no cold storage available beyond incidental use of the refrigerator during their time scheduled for the kitchen. Items left beyond that time are subject to disposal. There will be a \$3.00 fee for each item disposed.

b. DRY STORAGE (as space allows) Dry storage will be in designated area. User must provide containers with sealed lids and be labeled with User's name, date entered in storage and item(s) identified. Item(s) will be packaged as not to adulterate any other Kitchen User's item(s) stored in the same storage area. Odoriferous items are not allowed. KPCCA will try to accommodate Kitchen Users with storage whenever possible. User understands that KPCCA makes no guarantee as to the safety or unadulteration of any such stored item(s) and is not responsible for loss or damage of stored item(s).