



CHAMBER KITCHEN RENTAL AGREEMENT

**24 West Fourth Street
Emporium PA 15834**

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|-------------------------------|---|
| Full Name of Kitchen User | Status of User (check one) <input type="checkbox"/> Individual/group <input type="checkbox"/> Producer <input type="checkbox"/> Caterer <input type="checkbox"/> Church <input type="checkbox"/> Classroom Instructor <input type="checkbox"/> Other <input type="checkbox"/> Non-profit |
| EIN or Social Security Number | Name of Authorized Representative |
| Mailing Address | E-Mail |
| Best Contact Phone Number | Secondary Contact Phone Number |

1. This kitchen rental agreement is between the kitchen user and the Cameron County Chamber of Commerce for use of its shared commercial kitchen facility located in the Cameron County Chamber of Commerce Foundation Innovation Center. This agreement is effective upon the date of execution shown below.
2. Kitchen user and Cameron County Chamber of Commerce agree to the following policies with respect to use of Chamber Kitchen.
3. **Services & Fees** The Chamber Kitchen is a shared use facility, and the Cameron County Chamber of Commerce will control the times and manner of all users' access to and use of the Chamber Kitchen.
 - a. **Reserving Time** User shall request use of the Chamber Kitchen as early as possible. Cameron County Chamber of Commerce will make its best efforts to create a schedule for use of the Chamber Kitchen that accommodates all users' reasonable requests. The Chamber Kitchen is carefully (and manually) scheduled to maximize resources, and the time of all producers. Late arrivals can throw off the schedule. Please work to arrive at the time scheduled. If you are running late, let the Chamber Kitchen manager know; if your production is taking longer than planned, please check in with the Chamber Kitchen manager to ensure that it will not impact on the next producer.
 - b. **Cancellation of Reserved Time** In order to ensure that maximum kitchen time is available to all clients, reservations may be cancelled at no charge up to two weeks in advance. Unless alternative arrangements have been made, the following fees will apply for cancellations.

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| Within 24 hours of scheduled start | 1 hour rent for each 2-hour block (rounded up to nearest 2 hours); UNLESS Chamber Kitchen is rebooked for same or larger slot |
| Within 25-72 hours of scheduled start | 1 hour rent for each 4-hour block (rounded up to the nearest 4 hours); UNLESS Chamber Kitchen is rebooked for same or larger slot |

For sporadic (one time or occasional use) renters, if you wish to change (rather than cancel) your reservation, it will depend on availability of slot.

- a. **Facility** Cameron County Chamber of Commerce Foundation 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 Chamber Kitchen. As this is a shared kitchen and is frequently booked subsequently, it is the responsibility of each user to sanitize all surfaces and equipment before, during and after each use. All users are responsible for leaving the kitchen as clean (or cleaner) as when they begin production. If any immediate cleaning is required for the next user to begin, the cost of such will be billed at a rate of \$25/hour.

- b. Building Access & Security** When time is scheduled and approved a key fob will be issued to user. That fob will operate the rear door to the facility and access will only be operational for the scheduled time. All users are required to notify Cameron County Chamber of Commerce staff via phone call if they need to enter the building at an unscheduled time. A lost fob will result in a \$25 charge.
- c. Emergency** In time of an emergency resulting in loss of power, Cameron County Chamber of Commerce Foundation reserves the right to utilize space as needed for the benefit of the public which may affect access during the scheduled hours in the lease agreement.
- d. Payment Terms** Payment for sporadic (one-time or occasional use) renters is due at the time of use. Payment for regular users is due no later than the 10th of the month, with a \$5/day late fee assessed thereafter. Facilities are scheduled for 60-minute increments. Rent will be calculated on actual usage, rounded up in 30-minute increments. Any adjustments to payments (for longer or shorter use than scheduled) will be billed at the end of each month. Users may not use the Chamber Kitchen until all outstanding bills are paid.
 - 1. Kitchen users will be charged at a rate of \$10 per hour. This includes time needed to clean up at the end of your session.
 - 2. A penalty of \$50 will be charged for checks returned for insufficient funds.
- h. Kitchen Amenities Limited** cutlery and cookware is available. All pans used on the induction range must be stainless steel. Please discuss all small ware needs with the Chamber Kitchen staff before your first session. Cleaning supplies, paper towels, sanitizer, side towels, dish soap, rinse sanitizer and floor cleaning supplies are supplied. Personal use items including gloves, hair and beard nets, aprons are also provided. Any soiled laundry is to be placed in the laundry receptacle. This includes towels, oven mitts and aprons.

2. User Duties & Responsibilities User agrees to assume the following duties in its use of the Chamber Kitchen under this agreement:

- a. Rental and Use Policies** User agrees to comply with all the rules and obligations as currently stated in this agreement.
- b. Contact Information** User certifies that the identification, address, and contact information stated at the beginning of this document is current and correct. User agrees to keep Chamber Kitchen staff informed of changes in legal identity, address or other contact information.
- c. Prohibited Substances Use Policy** User agrees that there will be no alcohol or illegal drugs on the property. Smoking is not allowed in the building or parking lot. It will be the responsibility of user to enforce this policy. *If it is discovered that alcohol or illegal drugs are used in the kitchen at any time, the security deposit becomes immediately non-refundable. The Chamber Kitchen staff has the right to cancel the appointment of any client who is suspected to be under the influence of alcohol or illegal drugs.*
- d. Food and Equipment Safety and Sanitation** All users and their employees must demonstrate they have clear knowledge and understanding of sanitation principles, as well as knowledge of use of the requisite kitchen equipment.
- f. Housekeeping Policies** User policies include but are not limited to the following:
 - 1. Cleaning supplies (paper towels, sanitizer, dish soap and floor cleaning supplies) are provided
 - 2. Users may supply their own personal use items (aprons, hair restraints and gloves) or may utilize those provided by Cameron Kitchen.
 - 3. No equipment owned by Chamber Kitchen shall ever leave the premises.
 - 4. Users will strictly follow the cleaning guidelines provided by Chamber Kitchen before, during and after each use of the facility.
 - 5. If user fails to leave the facility in the proper condition, user will receive a warning and be responsible for paying the \$25.00 cost of cleaning the facility. Upon a second such failure, user shall pay \$50.00. Upon a third failure, this agreement shall be terminated.

3. 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 immediate discharge of user from the kitchen.

4. Health and Safety Responsibilities To ensure the safety of all people associated with the Chamber Kitchen 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 Chamber Kitchen. All user employees/associates must have registered with the Chamber Kitchen staff and provided contact information in case of emergencies before being authorized to work in the Chamber Kitchen. No children under 16 are allowed in the kitchen

when any food processing is taking place.

- b. Right of Inspection** The staff of Chamber Kitchen retains the right to enter and inspect operations at any time during use. The health department as well as the Department of Agriculture and/or the Food & Drug Administration shall have the right to inspect without prior notice at any time deemed necessary by their organization.

5. Limitation of Liability User agrees that any and all claims involving Chamber Kitchen are strictly subject to the following conditions:

- a. Business Services** All business services provided by Chamber Kitchen and/or any officers, staff or other agents of Chamber Kitchen or Cameron County Chamber of Commerce or Cameron County Chamber of Commerce Foundation are provided solely for the purpose of assisting user in the operation of its business. Chamber Kitchen 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 Chamber Kitchen and any officers, staff, trustees or the agents of Chamber Kitchen are not liable to the business or its principal(s) or owner(s) for any damage resulting from the use or reliance upon the business services provided by Chamber Kitchen.
- b. Liability** Chamber Kitchen 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 the Chamber Kitchen, 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 the Cameron County Chamber of Commerce 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 Chamber Kitchen premises, or any portions thereof, or resulting from the sale, distribution, and use of any product manufactured by the user on Chamber Kitchen premises.

6. Miscellaneous Provisions

- a. Kitchen User Property** User shall promptly remove any personal property from facility after usage if storage is not requested and/or other prior arrangements are not made. If user's property is not promptly removed, Chamber Kitchen may take possession of, remove, and/or discard users property. User shall be liable to Chamber Kitchen for a reasonable storage cost for property not removed in this manner.
- b. Confidentiality** User agrees to maintain the confidentiality of all other users of the Chamber Kitchen, including recipes, ingredients and procedures.
- c. Competition** The Chamber Kitchen is a shared use facility. All clients are expected to be mutually supportive. Chamber Kitchen reserves the right to contract with clients who make similar and possibly competing products.
- d. No Oral Modification** This agreement shall be modified in writing only, duly signed by user and Chamber Kitchen staff and/or Executive Director of Cameron County Chamber of Commerce.

7. Termination This agreement shall continue from the date of execution until _____ unless terminated as provided in this section. Any financial obligation to Cameron Kitchen shall survive the termination of this agreement.

- a. Voluntary Termination** This agreement may be terminated at any time upon mutual agreement of Chamber Kitchen and the user. User may terminate this agreement at any time upon 14 days written notice to Chamber Kitchen.
- b. Breach or Default** User must correct any violation, breach or failure to keep or perform any conditions of this agreement within three (3) days after receiving written notice of such from Chamber Kitchen staff. If more than three (3) days pass without any corrective action taken by the user, Chamber Kitchen may, in its sole discretion terminate this agreement.

8. Licensing Restrictions The food establishment and/or food service licenses issued by the Department of Agriculture as a result of visits with the user at Chamber Kitchen expressly license the company/individual named on the license to operate ONLY at the Chamber Kitchen (unless additional licenses are obtained for other commercial kitchens).

- a. Open Records** Periodically the licensing company will request either a printed log and/or a verbal summary of specific licensee's usage of the kitchen. Complete and full information will be provided immediately by Chamber Kitchen staff.
- b. Breach or Default** Users must operate within the confines of their licenses, and may be reported to appropriate departments if evidence exists that they are selling food prepared outside of the licensed kitchen.

User Prerequisites

Business/commercial kitchen users will have completed the following activities and provided appropriate documentation to the Chamber Kitchen staff before user may occupy the facility:

- Completed application form
- Proof of product liability insurance (for commercial purposes)
If applicable, user will maintain a minimum coverage of \$1,000,000 (one million dollars) of general liability and product liability insurance with the Cameron County Chamber of Commerce named as "additional insured" on each policy.
- Copy of Licensing if applicable

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

Date of First Rental _____

Number of Hours: _____

Rental Rate _____ hour(s) _____ day(s)

- Full Month
- Individual Booking

Cameron County Chamber of Commerce

By: _____
Chamber Kitchen Staff

Legal Name of User

By: _____
Signature of Authorized User

By signing, I certify that I have received a copy of this agreement