

Macon County Heritage Center Kitchen User Services Contract

Full Legal Name of Kitchen User	Legal Status of User (check one) <input type="checkbox"/> individual <input type="checkbox"/> partnership <input type="checkbox"/> corporation <input type="checkbox"/> LLC <input type="checkbox"/> church <input type="checkbox"/> non-profit <input type="checkbox"/> other
Name of Authorized Representative	Title (owner, partner, president, manager)
Mailing Address	E-mail
Telephone:	Fax:

This Kitchen User Services Contract is between the User (identified above) and Macon County Heritage Center (also referred to here as “MCHC”), and is effective upon the date of execution shown below. Kitchen User and Macon County Heritage Center agree to the following terms:

1. SERVICES & FEES The MCHC Kitchen is a shared use facility, and MCHC 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) days in advance, so that appropriate fees can be paid. MCHC will make its best efforts to create a schedule for use of the Kitchen that accommodates all Users’ reasonable requests.

B. Cancellation of Reserved Time The User is responsible to notify the Manager of MCHC or the Program Director of Stecoah Valley Center in the event of cancellation of reserved time within three (3) business days prior to time reserved. MCHC reserves the right to charge the User a cancellation fee equal to the User fee if the Manager of MCHC deems the charge necessary due to non-adherence to the cancellation policy.

C. Facility MCHC 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 tiled areas within the facility, with the exception of the manager’s office. MCHC will provide User with basic pots, pans, cooking utensils, bi-metallic thermometers as part of the basic Service Fee.

The attached Fee Schedule and Checklist are hereby made a part of this agreement.

2. USER PREREQUISITES *Business/Commercial Kitchen Users* will have completed the following activities and provided appropriate documentation to the Manager of MCHC before User may use the facility:

- Completed application form and application fee
- Successfully completed the MCHC Food Safety and Sanitation Course
- Proof of Product Liability Insurance

User will maintain a minimum coverage of \$1,000,000 (one million dollars) of general liability and product liability insurance, with Macon County Heritage Center named as “added named insured” on each policy. Users must provide proof of insurance to the MCHC Manager before User may enter and use the facility.

- User must obtain specific authorization from MCHC prior to producing each food product.

- *Personal or Non-Business Users* will complete an application form.

3. **PAYMENT TERMS** User will pay MCHC rent for each hour 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. MCHC may change this fee schedule at any time upon 30 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. MCHC will provide User with a bill at the end of each week. Payment is due within seven 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, MCHC 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 days. If User pays any bill late, MCHC may require User to pay under New User payment terms.
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 all of the rules and obligations as currently stated in this agreement.
 - B. **Contact 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 MCHC informed of any changes in User’s legal identity, address or other contact information.
 - C. **Prohibited Substances Use Policy** User agrees that there will be no alcohol or illegal drugs allowed on the property. Smoking is not allowed in the building. Smoking is allowed at the rear of the building. All cigarette butts will be put out, wet and put into a trash receptacle for disposal. It will be the responsibility of User to enforce this policy.
 - D. **Security** User assumes responsibility to provide security deemed necessary for a peaceful event. Excessive noise or conflict will not be tolerated and will be monitored by SVC staff and residential neighbors. If during the event, local law enforcement is required due to alcohol or drug use, excessive noise or conflict, User will forfeit all deposit and rent fees and will be removed from the facility.
 - E. **Food and Equipment Safety and Sanitation** All Users and their employees are required to successfully complete the MCHC Course on Food Safety and Sanitation before they may use the Kitchen. Use of specialized equipment, such as, but not limited to the pressure canner and the Berkel Slicer, requires special training and authorization from the MCHC Manager.
 - F. **Housekeeping Policies** User policies include but are not limited to the following:
 - 1. Users can 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 in the fee schedule.
 - 2. No equipment owned by MCHC shall ever leave the premises.
 - 3. Users will strictly follow the Cleaning Guidelines provided by MCHC before, during, and after each use of the facility.
 - 4. Users must perform and fill in the “Cleaning Check List” before and 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 \$20.00 per hour cost of cleaning the facility as determined by MCHC. 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 MCHC 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 Manager and provided contact information in case of emergencies before being authorized to work at MCHC. No children under 16 are allowed in the kitchen when any food processing is taking place.
 - B. **Right of Inspection** The staff of MCHC and Macon County Heritage Center retains the right to enter and inspect operations at any time during use. The health department of Macon County as well as the 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 MCHC are strictly subject to the following limitations:
 - A. **Business Services.** All Business Services provided by MCHC and/or any officers, staff or other agents of MCHC are provided solely for the purpose of assisting User in the operation of its business. MCHC 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 MCHC and any officers, staff, trustees or other agents of MCHC 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 MCHC.
 - B. **Liability.** Macon County Heritage 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 MCHC 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 Macon County Heritage 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 MCHC premises, or any portions thereof, or resulting from the sale, distribution, and use of any product manufactured by the User on the MCHC premises.
8. **MISCELLANEOUS PROVISIONS**
 - A. **Kitchen User Property** User shall promptly remove any personal property from facility after scheduled event(s). If User's property is not promptly removed, Macon County Heritage Center may take possession of, remove, and/or discard User's property. User shall be liable to Macon County Heritage 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 Macon County, North Carolina and according to the laws of North Carolina.
 - C. **No Oral Modification** This agreement shall be modified in writing only, duly signed by User and Manager of Macon County Heritage Center.

9. **TERMINATION** This Agreement shall continue from the date of execution until December 31, 20____, unless terminated as provided in this Section. Any financial obligation to MCHC shall survive the termination of this Agreement.

A. Voluntary Termination This Agreement may be terminated at any time upon mutual agreement of MCHC and the User. User may terminate this Agreement at any time upon 14 days written notice to MCHC.

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 form the Manager of MCHC. If more than three (3) days pass without any corrective action taken by the User, MCHC may, in its sole discretion, terminate this Agreement.

Date and time of rental: _____

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

MACON COUNTY HERITAGE CENTER

Legal Name of User

By: _____

MCHC
Program Director

By: _____

Signature of Authorized Representative

Name printed

Title

Macon County Heritage Center
51 Cowee School Drive Franklin, NC 28734
Phone: 828-349-1945
E-mail: maconheritagecenter@gmail.com

(For Kitchen User) I received a copy of this document on _____, 20__.