



Mt Lookout Grange Shared-Use Commercial Kitchen User Agreement

This User Agreement is between the User as identified below and Mt Lookout Grange #339 (Grange) and is effective upon the date of execution shown below. The User and the Grange agree to the following terms:

Date: _____

Contract Information: Please fill in all blanks.

Legal Name of User(s): _____

Business Name: _____

Title: _____

Address : _____

City/State: _____ Zip: _____

County: _____

Home Phone: _____ Mobile Phone: _____

Mobile Phone: _____ Fax: _____

Email Address: _____

Website: _____

Products

Please check all the categories that apply your products produced at Kitchen:

- Acidified foods such as pickles, relishes, chutneys, dressings, etc.
- Baked goods (breads, cakes, pies, etc...)
- Farmer, adding value to produce (bagged vegetables, apple slices, etc.)
- Specialty food producer: frozen products
- Specialty food producer: canned/jarred product (salsas, sauces, dressings, pickles, jams,

- _____ Specialty food producer: refrigerated product (fresh salsa, dips, etc.)
- _____ Herbal products for human consumption (teas, spice mixtures, etc.)
- _____ Dried products (tomatoes, mushrooms, apples, soup or sauce/mole mixtures)
- _____ other, please describe in detail:

Please describe the detail products you plan on producing at the commercial kitchen.

Facility:

The kitchen is a shared-use facility, equipped with commercial equipment, sinks, refrigerator, freezer, tables, and other food preparation equipment. The Grange shall maintain the Kitchen in a sanitary and orderly state and ensure that all equipment available to 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.

User Prerequisites:

All Users of the Kitchen will have completed the following activities and provided appropriate documentation to the Grange Kitchen Manager before User may enter and use the facility:

- Completed User Agreement and all attachments
- Successfully completed the Kitchen Orientation
- Rental Deposit and initial rent
- Reviewed Cleaning Checklist

In addition, Commercial and Temporary Event Users must to provide the following:

- Either Retail or Wholesale License OR Temporary Event Permit
- Proof of General Liability/Product Liability Insurance with a minimum coverage of \$500,000 with Mt. Lookout Grange named as “added named insured” on each policy.

We strongly encourage all Users of the Kitchen to take a safe food handling course. An online course is available for \$10 at <https://www.statefoodsafety.com/>

For questions regarding Licensing and Permitting, contact Melissa Matthews at the Montezuma County Health Department.

Scheduling of Use:

Because the kitchen is a shared use facility, the Grange shall control the times and manner of all Users' access to and use of the Kitchen. User shall request use of the Kitchen one week in advance. The Grange will make its best efforts to create a schedule for use of the Kitchen that accommodates all Users' reasonable requests.

Rental and Use Policies:

User acknowledges that User has received and read *Rental and Use Policies* (see Attachment B). The Grange reserves the right to amend the rental and use policies at any time upon written notice to User. If User violates these policies, the Grange 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. **Agreement 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 Grange informed of any changes in User's legal identity, address and other contact information.
2. **Security.** User agrees that the Grange 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 are required to successfully complete the Kitchen orientation before they may use the kitchen.

Assignment:

Except for User's properly trained and authorized employees, 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 any time. Violation of this duty is grounds for immediate termination of this agreement and the immediate discharge of that User from the Kitchen.

Right of Inspection.

The Grange retains the right to enter and inspect operations at any time during use. The Montezuma County Health Department shall have the right to inspect without prior notice at any time deemed necessary by their organization.

Liability:

Users requiring insurance will maintain a minimum coverage of \$500,000 of general liability and product liability insurance with Mt Lookout Grange named 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.

Mt Lookout Grange 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 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 Mt Lookout Grange 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.

Termination.

This agreement shall continue unless terminated as provided in this section. User’s financial obligation to the Grange shall survive the termination of this agreement.

1. **Involuntary Termination:** If User fails to leave the facility in the proper condition. User will receive a warning and be responsible to pay the actual cost of cleaning the facility as determined by the Grange. Upon a second such failure, this agreement shall be terminated and User will no longer be permitted to use the kitchen
2. **Voluntary Termination.** This agreement may be terminated at any time upon mutual agreement of the Grange and the User. User may terminate this agreement at any time upon written notice to the Grange.

Miscellaneous Provisions.

1. **Jurisdiction and Venue.** Any disputes regarding this agreement shall be resolved in the courts of Montezuma County, CO and according to the laws of Colorado.
2. **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 Grange.
3. **No Oral Modification.** This agreement may only be modified in writing and signed by the parties.

Fees:

User will pay the Grange rent for each hour (or part thereof) that user occupies the Kitchen and uses the services of this agreement. The fees for various uses of the kitchen and/or equipment are set out in the Fee Schedule, attached to this agreement as Attachment A. The Grange may change

this fee schedule at any time and will notify Users as soon as possible in advance of any changes.

Payment Terms:

Each User will pay for Kitchen use on a “pay-as-you go” basis. If User plans ongoing use of the kitchen, the cleaning deposit shall be held until this agreement is terminated or renewed.

Rental fees shall be \$_____ per _____ plus a \$50 refundable cleaning deposit.

Addendums A and B attached are incorporated into this Agreement. I confirm that I have received a copy of the Mt Lookout Grange Rental and Use Policies and that my questions regarding any of the policies and procedures outlined in the document have been addressed. I understand my responsibilities as a User of the Grange’s Shared-Use Commercial Kitchen.

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

Mt Lookout Grange

Legal Name of User’s Business

By: _____
Kitchen Manager

By: _____
Authorized Signature for User

Printed Name and Title

