



Priest River Library Commercial Kitchen

For Food Products Only

User Services Contract

This User Services Contract is between the User as identified below and West Bonner Library District (WBLD), and is effective upon the date of execution shown below. The User and WBLD 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: _____

Phone: _____

Home Business Mobile

Email Address: _____

Website: _____

Products

Please describe the food products you plan on producing at the commercial kitchen:

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

- Caterer/personal chef
- 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, etc.)
- Specialty food producer: refrigerated product (fresh salsa, dips, etc.)
- Herbal products for human consumption (teas, spice mixtures, etc.)
- Herbal products for topical use (salves, creams, sprays, etc.)
- Dried products (tomatoes, mushrooms, apples, soups or sauce/mole mixtures.)
- Other, please describe in detail:

Do any of your products require a Scheduled Process (acidified foods such as pickles, relishes, chutneys, dressings, etc...)?

Check one: Yes _____ No ____ Don't know _____

Services: WBLD will provide User with access to and use of the commercial kitchen for food products only subject to the terms of this agreement.

Authorized Food Products: User must obtain specific authorization from the WBLD prior to producing each food product.

User Prerequisites: All Users of the Kitchen will have completed the following activities and provided appropriate documentation to the Kitchen Manager or WBLD before User may enter and use the facility: Completed contract, Copy of General Liability/Product Liability Insurance, payment of Rental fee and deposits, and promises to produce food in a safe manner as dictated by USDA Basic requirements for food service establishments.

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.

Eligible User: Only those Users and their employees that are registered and authorized by the Kitchen Manager are allowed to be in the production areas.

Rental and Use Policies: WBLD reserves the right to amend the rental and use policies at any time upon written notice to User. If User violates these policies, WBLD 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. Contract 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 WBLD informed of any changes in User's legal identity, address and other contact information.
2. Security. User agrees that USDA assumes no responsibility for the security of any equipment or supplies the User brings for their use in the facility.

3. It is expressly understood by both parties that submission of USER SERVICES CONTRACT is in no way considered acceptance of application. Applications are considered on a first come, first serve basis and may be rejected for any reason. PERMITTEE clearly understands that requests of any kind are not guaranteed by WBLD, and WBLD is under absolutely no obligation, past or present, to comply with any request.

4. USER also agrees to provide, upon request, any additional information, which WBLD or its representatives may deem necessary to make a fair and informed decision on the request for use of the Commercial Kitchen.

Liability: WBLD 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 WBLD 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 Kitchen premises, or any portions thereof, or resulting from the sale, distribution, and use of any product manufactured by the User on the Kitchen premises.

1. Liability Insurance. Each User will maintain a minimum coverage of \$1,000,000 of general liability and product liability insurance with West Bonner Library District 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.

Payments and Fees

Payments: User will pay WBLD in advance for each event. WBLD will provide User with an invoice/receipt at the time of payment.

Fee Schedule: 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. WBLD may change this fee schedule at any time and will notify Users as soon as possible in advance of change.

Cleaning Deposit: WBLD reserves the right to keep all or part of any deposit value rendered upon inspection of the rental facility and damages, cleaning, or any infractions of the rules are assessed. User assumes full responsibility for and agrees to pay for all costs of repairs & cleaning at \$50 per man hour, plus all repair costs at actual cost plus labor resulting from damages, cleaning, and/or other liabilities and infractions during the rental period in addition to forfeiting any deposits already paid.

Scheduling, Termination, Cancellations

Scheduling of Use: Because the kitchen is a shared use facility, WBLD shall control the times and manner of all Users' access to and use of the Kitchen. User shall request use of the Kitchen 48 hours in advance. WBLD will make its best efforts to create a schedule for use of the Kitchen that accommodates all Users' reasonable requests. Users must call or email WBLD, who will notify the User if the requested facility and equipment is available.

Termination. This agreement shall continue unless terminated as provided in this section. User's obligations pursuant to the Confidentiality Section of this agreement and any financial obligation to WBLD shall survive the termination of this agreement.

1. Voluntary Termination. This agreement may be terminated at any time upon mutual agreement of WBLD and the User. User may terminate this agreement at any time upon written notice to WBLD.

2. Breach or Default. User must correct any violation, breach, or failure to keep or perform any conditions of this agreement or the Rental and Use Policies within three (3) days after receiving written notice of such from WBLD. If more than three (3) days pass without corrective action taken by the User, WBLD may, in its sole discretion, terminate this agreement.

3. User property. Upon termination, User shall remove all of User's property from the Kitchen. If User's property is not promptly removed WBLD may enter, take possession of and remove User's property. User shall be liable to WBLD for reasonable storage cost for any property removed in this way.

No Shows: If no cancellation notice is received 24 hours in advance of scheduled kitchen time, the "no-show" User will be charged a \$50 fee for the no-show.

Cancellations:

Cancellations of kitchen use must be received as soon as possible but NO LATER than 24 hours in advance. Repeated cancellations may result in the User being denied use of the facility.

Right To Deny:

WBLD has the right to turn away or deny any event if it seems unfit or interferes with another event that is being held on the premises. If anything other than what is described on the application form takes place, a WBLD representative has the right to terminate the event at any time and the USER will forfeit their deposit.

Business Limits: The USER shall not engage in any other business within the Commercial Kitchen except that listed on application and agrees to confine all transactions and activities to the permitted space. USER agrees not to interfere with any other event taking place on the premises. If this occurs the proper authority will be notified and WBLD has the right to shut down USER'S event at that time and USER will forfeit all deposits paid.

License, Permits, Fees & Taxes: All licenses, permits, fees and/or taxes related to the performance or event are the sole responsibility of the USER.

Laws: All USERS, food and beverages must comply with Idaho food and food safety laws.

Assignment: This agreement shall not be assigned, transferred or shared with any other person or entity.

Health and Safety

Health and Safety Responsibilities: To ensure the safety of all persons associated with the Kitchen facility, User shall also comply with following duties:

1. Worker Safety. User is exclusively responsible to ensure that User and its employees observe proper safety procedures while using the kitchen. All User employees must have registered with the Kitchen Manager and provided contact information in case of emergencies before being authorized to work at the Kitchen.

2. Right of Inspection. WBLD retains the right to enter and inspect operations at any time during use. Panhandle Health District as well as the Food & Drug Administration shall have the right to inspect without prior notice at any time deemed necessary by their organizations. Children under 16 are not allowed in the kitchen area when food processing is taking place.

3. No Live Animals are allowed inside the kitchen at any time.
4. No Smoking, Drugs or Alcohol are allowed in the WBLD facility.
5. No eating or drinking is allowed in the food production areas.

Housekeeping Policies: User policies include but are not limited to the following:

1. Users will provide their own cleaning towels and supplies, cooking items, ingredients, utensils, small wares and other special items necessary to their specific production needs.
2. No equipment or items owned by WBLD shall ever leave the premises.
3. Users will follow the cleaning guidelines provided by WBLD before; during and after each use of the facility. Leave the filled in cleaning Check List in the designated area. (Need checklist)
4. Clean the range, counter tops, prep area and wipe out the sinks. Remove all trash.
5. Absolutely NO staples or nails on walls. Blue painter's style tape may be used.
6. Remove all decorations, tape, string etc. from the walls, ceiling, tables, chairs and floor.
7. Exits and closet doors shall not be blocked.
8. All tables and chairs used must be cleaned and all chairs stacked neatly.
9. 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 WBLD. Upon a second such failure, this agreement shall be terminated.

Facilities and Equipment

Facilities: The kitchen is a shared-use facility, equipped with stove, ovens, sinks, refrigerators, counters. WBLD 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.

The User furnishes own food, spices, bowls, spoons, towels, pots, pans, cleaning supplies (dishwashing liquid, bleach, cleaning cloths, trash bags), etc. When the processing is completed for the day, User must remove their food and equipment from the Kitchen. WBLD will not be held responsible for misplaced items.

Facility Failure: In the event of equipment failure or other facility issues that compromise production, no charge will be made for lost hours. Users MUST fill out a Facility Incident Report within 24 hours of the occurrence to be eligible for a credit. User agrees to hold harmless WBLD, its employees, and members from all claims, costs, and liability arising from or in connection with any facility failure.

Fire or Theft: WBLD or representatives are not responsible for lost or stolen personal items from the facilities. In case of fire or theft, the User shall give immediate notice thereof to the appropriate emergency organization as well as a WBLD representative.

Confidentiality

User and WBLD agree and acknowledge that the kitchen is a shared-use facility, and may be occupied and used simultaneously by similarly situated third-party Users ("others"). The parties further acknowledge and agree that the conduct of User's business and the production of User's food products may involve the use of recipes, techniques, sources of ingredients, financial and business records and other information that is owned and used exclusively by the User that constitute trade secrets or proprietary knowledge that must remain confidential for the protection of User's business ("Confidential Information"). User acknowledges and agrees that others may also have confidential information that applies to the conduct of their own business. User and the Partnership acknowledge and agree that User's confidential information may be disclosed

to the WBLD only for the purpose of providing product authorization, training or business services to User.

In the course of using the facility, User shall make reasonable efforts not to give User's confidential information to others or any third party. User shall also respect that others using the facility may be applying their confidential information and shall take care not to discover other's confidential information. Any spying or deliberate intrusion into others' confidential information is grounds for terminating this agreement. In the course of dealing with WBLD and its officers and employees under this agreement, User shall take care to inform WBLD whenever User is disclosing confidential information to WBLD. WBLD shall make all reasonable efforts to prevent disclosure of User's confidential information to any third party. Confidential Information does not include information that is already known to WBLD, to the public or any third party beyond User's control, or obtained by User from an independent source or otherwise developed independently from the User. This agreement does not cover any disclosure required by applicable law or regulation.

Miscellaneous Provisions

- 1. **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 WBLD.
- 2. **No Oral Modification.** This agreement may only be modified in writing and signed by the parties.
- 3. **Signs and Advertising:** No signs or advertising matter shall be painted or attached in any way on the Kitchen premises.

Term and Renewal of Contract. The term of this Contract shall begin on _____ and shall end at midnight on _____. User shall have the option to renew this from year to year with a time scheduled to review Kitchen Policies and Procedures.

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

West Bonner Library District

Legal name of User business

By: _____

Kitchen Manager
or Authorized WBLD representative

Authorized Signature

Printed Name and Title

Printed Name and Title

Attachment A

Fee Schedule

Meeting Space	Nonprofit* during operating hours	Business during operating hours
PR Study Rooms	\$0	\$0
Activity Rooms, PR and BL	\$0	\$20 hr
PR Community Room	\$0	\$25 hr
PR Community Room Kitchen Use	\$25 hr + \$100 cleaning deposit	\$25 hr + \$100 cleaning deposit

*Nonprofits must show proof of nonprofit status