



**Coal Camp Commercial Kitchen User Agreement**

Business Name \_\_\_\_\_

Business Owner Name \_\_\_\_\_

Personal Address

\_\_\_\_\_

Business Address

\_\_\_\_\_

Telephone (\_\_\_\_\_) \_\_\_\_\_

Cell (\_\_\_\_\_) \_\_\_\_\_

Emergency Contact \_\_\_\_\_

Phone (\_\_\_\_) \_\_\_\_\_

Email \_\_\_\_\_



**Kitchen User and The Coal Camp Commercial Kitchen agree to the following terms:**

**1. SERVICES & FEES**

The Coal Camp Commercial Kitchen is a shared use facility, and Management will control the times and manner of all users access to and use the kitchen.

**A) Reserving Time**

User shall request use of the Kitchen by contacting the Kitchen Manager or Representative. The Coal Camp Commercial Kitchen will make its best efforts to create a schedule for use of the kitchen accommodates all Users' responsible requests.

**B) Fee Schedule**

The fees for various uses of the kitchen and/or equipment are set out in the fee schedule below. Additional fees may apply such as storage or membership fees. The Coal Camp Commercial Kitchen may change this fee schedule at any time upon 30 days written notice to User.

FEE SCHEDULE:

OPTION A:

Part-time User (non-member): \$10/hr

OPTION B:

Part-time User (member): Pay \$50/mo membership fee which includes 10 hours of kitchen time. Additional hours are \$5/hr.

Clients record their hours on the Daily Usage Sheet form and are to turn in their hours and payment at the end of each month. Payment deadline is the 7<sup>th</sup> of each month.

**2. USER PREREQUISITES**

Business/Commercial kitchen users will have completed the following activities and provided appropriate documentation to the Manager of Coal Camp Commercial Kitchen before user may use the facility:

- Completed Coal Camp application form and member agreement.
- Successfully completed a Food Safety class and any other required classes (e.g., Food Managers Certification).

**A) Proof of Product Liability Insurance**

User will maintain a minimum coverage of \$1,000,000 of product liability and \$300,000 general liability Insurance with the City of Raton and Center for Community Innovation named as "added named insured" on each policy. Users must provide proof of insurance to the Coal Camp Commercial Kitchen before user may enter and use the facility.



**B) Permissions and Permits**

Certain food products may require a process review from the New Mexico Process Authority. Clients will be required to follow all USDA or FDA guidelines for those products and complete and obtain necessary certification.

**3. 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 as well as the Coal Camp Commercial Kitchen Handbook.

**B) Contact Information**

User promises that the identification, address, and contact information stated at the beginning of the document is current and correct. User agrees to keep Coal Camp Commercial Kitchen informed of any changes in User's legal identity, address or other contact information.

**4. PROHIBITED SUBSTANCE USE POLICY**

User agrees that there will be no alcohol or illegal drugs allowed on the property. Smoking is not allowed in the building.

**5. SECURITY AND FIRE SAFETY**

User assumes responsibility for personal safety.

**A) User agrees to abide by all building security**

User acknowledges that he or she has been instructed in the use of the security system.

**B) User agrees to participate in any and all Fire Safety training**

User agrees to participate in fire drills and abide by all Emergency plan Guidelines attached to this document.

**6. FOOD AND EQUIPMENT SAFETY AND SANITATION**

All Users and their employees are required to successfully complete Coal Camp orientation training before they may use the kitchen. Use of specialized equipment, such as, but not limited to the filler and food processor, requires special training and authorization from Management.

**7. HOUSEKEEPING POLICIES**

User policies include but are not limited to the following:

**A)** No equipment owned by Coal Camp Commercial Kitchen shall ever leave the premises.

**B)** Users will strictly follow the Cleaning Guidelines provided by the Coal Camp Commercial Kitchen before, during, and after each use of the facility.

**C)** Users must perform and fill in the "Client Daily Usage Record" after each kitchen use and retain the Record for submission to Kitchen management.



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**D)** 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 Coal Camp Commercial Kitchen. Upon a second failure, User shall pay \$60.00 plus the cleaning costs. Upon a third such failure, this agreement shall be terminated

### **8. 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 from the kitchen.

### **9. HEALTH AND SAFETY RESPONSIBILITIES**

To ensure the safety of all persons associated with Coal Camp Commercial 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 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 the Coal Camp Commercial Kitchen. No children under 16 are allowed in the kitchen when any food processing is taking place.

#### **B) Worker health**

User will comply with health and safety policy of the Coal Camp Kitchen at a minimum with regard to employee health and illness policy.

### **10. RIGHT OF INSPECTION**

The staff of Coal Camp Commercial Kitchen retains the right to enter and inspect operations at any time during use. The health department of New Mexico and its authorized personnel, as well as the Food & Drug Administration shall have the right to inspect without prior notice at any time deemed necessary by their organization.

### **11. LIMITATION OF LIABILITY**

User agrees that any and all claims involving the Coal Camp Commercial Kitchen and/or The City of Raton are strictly subject to the following limitations:

#### **A) Business Services**

All business services provided by Coal Camp Commercial Kitchen/ and/or any officers, staff or other agents of CCK are provided solely for the purpose of assisting User in the operation of its business. Coal Camp Commercial 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 the Coal Camp Commercial Kitchen/ and any officers, staff, trustees or other agents of the Center for Community Innovation are not liable to the business or its principal(s) or owner(s) for any damages resulting from the use or reliance upon the provided business services.

**B) Liability**

The Coal Camp Commercial 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 Coal Camp Commercial Kitchen premises, or sale or distribution of any product which is produced or manufactured on the premises. The Users covenant and agree to identify, defend, and hold harmless Coal Camp Commercial Kitchen, the Center for Community Innovation and the City of Raton 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 Coal Camp Commercial Kitchen premises, or any portions thereof, or resulting from the sale, distribution, and use of any product manufactured by the user on the Coal Camp Commercial Kitchen/ premises.

**12. MISCELLANEOUS PROVISIONS**

**A) Kitchen User Property**

User shall promptly remove any personal property from the premises upon termination of this agreement or after scheduled event(s). If user's property is not promptly removed, the Coal Camp Commercial Kitchen may take possession of, remove, and/or discard User's property. User shall be liable to the Coal Camp Commercial Kitchen 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 Colfax County, New Mexico and according to the laws of New Mexico and the United States of America.

**C) No Oral Modification**

This agreement shall be modified in writing only, duly signed by User and Manager of Coal Camp Commercial Kitchen.

**D) Voluntary Termination**



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This Agreement may be terminated at any time upon mutual agreement of the Coal Camp Commercial Kitchen/ and the User. User may terminate this agreement at any time upon 30 days by written notice to Coal Camp Commercial Kitchen.

**E) 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 the Manager of the Coal Camp Commercial Kitchen/. If more than three (3) days pass without any corrective action taken by the User, Coal Camp Commercial Kitchen/ may, in its sole discretion, terminate this Agreement.

**13. TERMINATION**

This Agreement shall continue from the date of execution until anniversary date unless terminated as provided in this Section. Any financial obligation to Coal Camp Commercial Kitchen/ shall survive the termination of this agreement. Coal Camp Commercial Kitchen/ Management or Kitchen User may terminate this Agreement by giving a written notice certified by United States Postal delivery to the following address:

Center for Community Innovation, PO Box 1712, Raton, NM 87740

This Agreement is executed this \_\_\_\_\_ Day of \_\_\_\_\_, Year \_\_\_\_\_ by the duly authorized representative of each party.

**Client**

Name \_\_\_\_\_

Signature \_\_\_\_\_

**Coal Camp Commercial Kitchen**

Name \_\_\_\_\_

Signature \_\_\_\_\_

**PROFESSIONAL STANDARDS OF CONDUCT**

The Coal Camp Commercial Kitchen (CCK) agrees to provide \_\_\_\_\_ (the "client") access and use of the kitchen facility as long as the following Professional Standards of Conduct are adhered to. Should the Client choose not to adhere to Professional Standards of Conduct, CCK, at its discretion, shall

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## Commercial Kitchen

revoke the use of the Kitchen either temporarily or permanently. The Professional Standards of Conduct are as follows:

- 1) Theft of Services: The Client will report hours of usage accurately and honestly at all times.
- 2) Theft of Items: The Client will not, under any circumstance take and or use other Clients items or equipment without the express permission of client of ownership.
- 3) Respectful and Quiet Enjoyment: The Client will be respectful of other Clients and staff. This includes speaking in a respectful tone, no use of inappropriate language, and refraining from threatening behavior.

Should the Client lose access to the Facility he or she may file a grievance to be reviewed by CCCK staff. At that time it will be determined if access will be reinstated.

By signing below the Client agrees to adhere to Professional Standards of Behavior.

Client \_\_\_\_\_ Date \_\_\_\_\_

CCCK Authorized \_\_\_\_\_ Date \_\_\_\_\_