

OHIO RIVER VALLEY FOOD VENTURE

SHARED KITCHEN FACILITY AGREEMENT

Full Legal Name of Client: _____

Authorized Representative & Title: _____

Mailing Address: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

- Legal Status:**
- Sole proprietorship or individual
 - Partnership
 - Limited Liability Company
 - Corporation
 - Other: _____

Tax Identification Number: _____

This Shared Kitchen Facility Agreement (referred to hereafter as “Agreement”) is between the Client (identified above) (referred to hereafter as “Client”) and the Madison Area Chamber of Commerce Foundation Inc. an Indiana Corporation d.b.a Ohio River Valley Food Ventures, (referred to hereafter as “ORVFV”), and is effective upon the date of execution shown below.

Client and ORVFV agree to the following terms:

This Agreement addresses the access to and use of the commercial kitchen facility (referred to hereafter as “Kitchen”).

I. Client Prerequisites

Client shall complete and provide the following to ORVFV before using the Kitchen:

- a. Permit from Jefferson County Health Department;
- b. Proof of satisfactory completion of an approved Indiana Department of Health Food Safety/ Sanitation Course; and

- c. Proof of liability insurance that complies with Section V herein.

II. Services

ORVFFV will provide Client with nonexclusive access to and use of the Kitchen, including certain equipment, kettles, steam kettles, mixers, sinks, refrigerators, tables, dry and cooler storage and other food preparation equipment that may be subject to additional agreed by ORVFFV and the Client.

At the Client's request, ORVFFV may also provide additional business or product development services for an additional agreed upon fee, separate and apart from any costs for use of the Kitchen.

Client understands that the Kitchen is NOT an Organic Facility.

III. Scheduling

The Kitchen is a shared use facility. ORVFFV controls the times and manner of all Clients' access and use of the Kitchen.

ORVFFV's scheduling process for each Client to access and use of the Kitchen is as follows:

- a. Scheduling is on a first-come first-serve basis;
- b. No Client may reserve hours on more than three (3) days per week in Round 1;
- c. Round 1 shall begin on the first day of the month and conclude on the 15th day of the month. Each Client may schedule hours for the next month at any time during Round 1 for the immediately upcoming month;

[For example: Round 1 for April Reservations would be as follows – From March 1 – 15 each Client may reserve hours on no more than three (3) days per week.]

- d. Round 2 shall begin on the sixteenth (16th) day of the month and conclude on the last day of the month. Each may schedule hours from the remaining hours available, not to exceed reserving hours on a total of four (4) days per week including the days reserved in Round 1.

[For example: Round 2 for April Reservations would be as follows – From March 16 – March 31 each Client may reserve hours on no more than four (4) total days per week, including the hours reserved in Round 1.]

- e. No Client may reserve hours on more than four (4) days per week in total in Rounds 1 and 2.

[For example: If Client reserves eight (8) hours a day for three (3) days out of the first week in Round 1, then Client may reserve hours on a fourth (4th) day out of that first week in Round 2. And, the Client may continue that process for the remaining weeks of the month.]

f. At the completion of Round 1 and Round 2, Client may reserve additional hours from the hours that remain unreserved on the Monday of the week that hours will be reserved.

[For example: If Client reserves hours in Round 1 and Round 2 and hours remain unreserved, then the Client may on the Monday of the week that they would like to reserve additional hours may do so.]

g. Client shall notify VOBC in writing of the additional hours that they wish to reserve.

IV. Payment Terms

ORVFFV's payment terms for each Client to access and use of the Kitchen is as follows:

- a. The rental rate for access to and use of the Kitchen shall be as set forth on the ORVFFV's Price Sheet which Price Sheet is incorporated herein by reference.
- b. The storage rate shall be as set forth on the ORVFFV's Price Sheet which Price Sheet is incorporated herein by reference.
- c. Client shall pay fifty percent (50%) of the rental rate for all hours scheduled but not used.
- d. The rental fee and storage fee shall be due on the last day of the month following the Client's usage. [For example: March usage shall be due on the last day of April.]
- e. Client's access to the facility will be disabled if payments are not received on the due date.

V. Cancellation

Client may cancel hours reserved at any time between the 1st day and the 15th day of the month prior to the month in which the hours are reserved without penalty.

Hours cancelled between the 16th day and the last day of the prior month will be subject to a 50% penalty, as set forth in above in payment terms.

VI. Client Duties

Client shall immediately notify ORVFFV of any changes in contact, insurance, emergency, or other pertinent information.

Client shall keep the Kitchen in a safe, clean and sanitary condition. If Client fails to comply with this duty, ORVFV or its agent shall perform any necessary cleaning and/or repair work caused by that Client. The Client will be charged \$25.00 per hour for cleaning and the total actual cost of any repairs on the next billing cycle.

Client must have written permission from ORVFV to use, display or include the name, image or endorsement of Ohio River Valley Food Ventures.

Client is responsible for training, documenting and supervising their own employees, volunteers, and assistants in the proper safety, sanitation and procedures for the use of the Kitchen.

Client shall maintain a minimum coverage of one million dollars (\$1,000,000.) in general liability insurance. Ohio River Valley Food Ventures shall be named as an “additional insured” or “added named insured” on Client’s general liability insurance policy. Client must provide proof of insurance to ORVFV before Client may access and use the facility.

Client understands that upon request and without prior notification, the Client will allow the ORVFV, local or state Board of Health, FDA, USDA, or any other inspecting body the ORVFV authorizes to enter and inspect Client’s operations.

VII. Limitations of Liability

Client agrees that **any and all claims** involving ORVFV are strictly subject to the following limitations:

- a. All business services provided by ORVFV and / or any officers, directors, staff or other agents of ORVFV are provided at the request of, and for the sole purpose of assisting the Client in the operation of the Client’s business. ORVFV makes no representations, warranties or guarantees that the services provided will result in the Client’s success. Client acknowledges and agrees that the ORVFV and any officers, directors, staff or other agents are not liable to the Client, associates or authorized persons for any damages resulting from the use of, or reliance upon the business services provided.
- b. ORVFV shall not be liable for any damages to either persons or properties sustained by the Client or by any third party arising in any way from the Client’s use, operation, and/or occupancy of ORVFV premises or from the sale or distribution of any product manufactured on the premises.
- c. Client agrees to indemnify, defend and hold harmless the ORVFV and its officers, directors, staff and other agents from all claims, costs and liability arising from or in connection with damages, injuries to property or persons (including death) in, upon, or about the ORVFV premises, or any portions thereof, or resulting from the sale, distribution and/or use of any product manufactured by the Client on the ORVFV premises.

- d. ORVFV is equipped with both open and individual locked storage areas. Client agrees that ORVFV assumes no responsibility for the security of any equipment or supplies the Client brings to the facility. Individual storage cages may be equipped with locks. Client will use the keyless entry to access the facility. This access code is confidential. Client shall use discretion when allowing company employees access, for the security of the Client's product as well as that of ORVFV. ORVFV reserves the right to track and/or scan the lock code at any time for purposes of billing and security.

VIII. Confidentiality

Client acknowledges that additional persons or other Clients may be present in the Kitchen at any time and that all parties may have information, recipes, techniques, business records, financial records, etc. which would be considered proprietary knowledge and must remain confidential.

Client acknowledges that it is his or her sole responsibility to assure the protection of confidential information and will take all care needed to cover and avoid unnecessary exposure of information to other Clients or persons present.

No Client shall examine or copy any information belonging to other Clients or persons without the express consent of that Client or person.

- a. If requested by ORVFV, Client agrees to provide the ORVFV with information required to evaluate effectiveness of programs including but not limited to value of goods produced at the facility, sales records, which demonstrate the economic impact of the ORVFV and evaluations of services, which would be used to support ORVFV, grant applications or fulfill documentation requirements. The ORVFV will consider said data, evaluations and records as confidential.
- b. Client shall take due care in sharing information with the ORVFV, other users or persons present in the facility.
- c. Client shall specifically identify any and all information the Client considers confidential when disclosing information to ORVFV.
- d. Confidential information does not include any data, information or reports already known to the ORVFV, the general public, or other persons. Nor does it include any information commonly available through contact with industry suppliers, producers or public domains. The Client must disclose all information required by law, regulation or ORVFV policy to ORVFV.

IX. Termination or Modification

This Agreement shall continue indefinitely unless terminated as provided in this section. ORVFV and Client's Duties set forth in Section VI of this Agreement and any financial obligation to ORVFV shall survive the termination of this Agreement. This Agreement may be terminated at any time by mutual agreement between ORVFV and the Client or as set forth below:

a. Breach

- i. If the Client fails to adhere to any procedure, rule, guideline, and/or detail conveyed in this Agreement, the Client shall be considered in breach. The Client will have three (3) days to complete corrective action following written notice of violation from ORVFV.
- ii. If the violation of this Agreement constitutes a health or safety hazard to person, public or place, ORVFV will require immediate corrective action. If the Client is unable or unwilling to take such action, ORVFV will take such action as necessary to correct said health or safety hazard and the Client shall reimburse ORVFV for all costs incurred to correct the hazard(s).

b. Property

- i. Upon termination of this Agreement, Client shall immediately remove Client's property from the premises.
- ii. Unless otherwise provided in writing and by mutual consent, if the Client fails to immediately remove the property from the premises, the property shall be considered abandoned, ORVFV shall have the right to enter, take possession of and dispose of Client's abandoned property. ORVFV shall not be required to, nor be held responsible for the securing, storage, holding or disposing of Client's property upon termination of this agreement.
- iii. ORVFV has the right to dispose of abandoned property immediately and without penalty in a manner most efficient to ORVFV.

c. Oral or unilateral modification of this agreement is prohibited.

d. ORVFV reserves the right to amend this Agreement at any time upon written notice to the Client.

e. If Client violates this Agreement, ORVFV may, at its discretion, terminate this Agreement.

X. Jurisdiction and Venue

Any disputes regarding this Agreement shall be resolved in the courts of Jefferson County, Indiana and according to the laws of the State of Indiana.

XI. Severability

Each of the provisions of this Agreement shall be enforceable independently of any other provision of this Agreement and independent of any other claim or cause of action.

XII. Waiver of Breach

The failure of either party at any time to require the performance of the other of any of the provisions herein shall in no way affect the respective rights of either party to enforce the same.

Further, the waiver by either party of any breach of any provisions hereunder shall not be construed as waiver of any succeeding breach or as a waiver or modification of the provisions of the Agreement itself.

XIII. Relationship of Parties

This Agreement shall not be construed to form a partnership or any other form of business alliance or association between the Client and ORVFV other than as provided herein. Client is not an employee or agent of ORVFV.

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

OHIO RIVER VALLEY FOOD VENTURES

By: _____
Title: _____

CLIENT

By: _____
Title: _____