



Empowered by FNIA

Agreement

Agreement

Intake Information:

Applicant's Full Name: _____

Legal Business Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Email Address: _____

Social Media Handle(s)

☐ Meta (Facebook) _____

☐ Instagram _____

☐ X (Twitter) _____

Service:

☐ Caterer

☐ Consumer Packaged Goods

☐ Baker

☐ Food Truck/Trailer

☐ Prepared Meal Service

☐ Farmer

☐ Other (Please Indicate): _____

Storage

☐ Storage of Temperature Control for Safety (TCS) Foods (refrigeration required)

☐ Storage of Non-TCS Foods (refrigeration not required)

☐ Dry Storage

☐ Preparation of Foods - No Cook Step

☐ Preparation of Foods - With Cook Step

☐ Warewashing Service Area

User Prerequisites:

☐ Sunbiz Registration

☐ Liability Insurance

☐ ServSafe Certification

☐ Food Handlers Card (if you have employees)

☐ Scheduled appointment with DBPR or FDACS

Payment:

The member shall pay the Frenchtown Neighborhood Improvement Association the rental amount, which will be based upon the Member's selection of access. The access and pricing are as follows:

Access:

- **Membership:** Full access to the commissary kitchen, excluding storage.
- **Commissary (with an access card):** Includes access to the ice machine, dishwashing area, dumping station, and trash disposal.
- **Commissary (without an access card):** Limited to dumping station and trash disposal.

Pricing:

- **Membership:** \$250 monthly + \$15 per hour
- **Commissary (with an access card):** \$250 monthly
- **Commissary (without an access card):** \$375 annually
- **Storage:**
 - Half-shelf: \$25
 - Full-shelf: \$50

Terms:

Reserving Time: Members shall request use of the facility as early as possible. KitchenShare will create a schedule for the facility that accommodates all Members' reasonable requests. The facility is carefully (and manually) scheduled to maximize resources and the time of all producers. Late arrivals can throw off the schedule. Please work to arrive at the time scheduled. If you are running late, let the Kitchen Manager know; if your production is taking longer than planned, please check in with the Kitchen Manager to ensure that it will not impact the next producer.

Cancellation of Reserved Time: To ensure maximum rented time is available to all clients, reservations may be canceled at no charge up to two weeks in advance. Unless alternative arrangements have been made, the following fees will apply for cancellations.

- Reserved kitchen time can be canceled with a full refund up to 7 days before the rented time.
- Reserved kitchen time can be canceled with a 50% refund up to 48 hours before the rental period.
- Cancellations made less than 48 hours before the rented time will receive no refund.

Facility: KitchenShare will provide the Member with a clean and sanitary kitchen with a checklist for the Member to complete before and after use. Also, the Member will be provided with the inadequately cleaned equipment checklist and this will allow members to note any areas found unclean upon their arrival, which notifies Kitchen management. All production and

packaging of food products must take place within the Kitchen. As this is a shared kitchen and is frequently booked subsequently, it is the responsibility of each user to sanitize all surfaces and equipment before, during, and after use. All users are responsible for leaving the kitchen as clean (or cleaner) as when they begin production.

Building Access & Security: Members will be given an electronic key fob to access the KitchenShare facility. Members should enter and exit through the side door located on the south side of the building, closest to the parking lot. All workspaces within the KitchenShare facility are individually locked and accessible with an electronic key fob. KitchenShare facilities are monitored by video surveillance 24 hours per day. FNIA assumes no liability or responsibility for the security of any equipment or supplies the member brings into the kitchen. Members are not allowed to share their electronic key fob with other members. Each electronic key fob should only be used by the assigned member and their personnel.

Payment Terms: Rent shall be due and payable in advance on the 5th day of each calendar month. The KitchenShare facilities and equipment will not be permitted unless rent has been paid in advance. A late payment of \$25 will be assessed if rent is not received by the 10th of the month and an additional \$5 accrual every day following.

Kitchen Amenities: Kitchen amenities will not be provided.

Duties & Responsibilities:

Member agrees to assume the following duties in its use of the facility under this Agreement:

Rental and Use Policies: Member agrees to comply with all of the rules and obligations currently stated in this agreement.

Contact Information: Member certifies that the identification, address, and contact information stated at the beginning of this document is current and correct. Member agrees to keep the KitchenShare Kitchen Manager informed of any changes in Member's legal identity, address, or other contact information.

Prohibited Substances Use Policy: Member agrees that there will be no alcohol or illegal drugs allowed on the property. Smoking is not permitted in the building or parking lot. It will be the responsibility of the Member to enforce this policy. If it is discovered that alcohol or illegal drugs are used in the facility at any time, the security deposit becomes immediately non-refundable. The KitchenShare Kitchen Manager has the right to cancel the appointment of any client who is suspected to be under the influence of alcohol or drugs.

Food and Equipment Safety and Sanitation: All Members and their employees must demonstrate that they have clear knowledge and understanding of sanitation principles and the use of the requisite kitchen equipment.

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

- Cleaning supplies (paper towels, sanitizer, dish soap, & floor cleaning supplies) are provided.
- No equipment owned by KitchenShare shall ever leave the premises.
- Members will strictly follow the Cleaning Guidelines provided by KitchenShare before, during, and after each facility use.

- Suppose a Member fails to leave the facility in the proper condition. In that case, the Member will receive a warning and be responsible for paying the \$25.00 per hour of cleaning the facility as determined by KitchenShare. Upon a second such failure, the Member shall pay a fine of \$50 plus the cleaning costs. Upon a third such failure, this Agreement shall be terminated.

Health and Safety Responsibilities:

To ensure the safety of all persons associated with the KitchenShare facility, Member shall also comply with the following duties:

Worker Safety: Member is responsible for ensuring that Members and their employees/associates observe proper safety procedures while using the facility. All Member employees/associates must have registered with the KitchenShare Kitchen Manager and provided contact information in case of emergencies before being authorized to work in the KitchenShare facility. No children under 16 are allowed in the kitchen when food processing occurs.

Right of Inspection: The staff of KitchenShare retains the right to enter and inspect operations at any time during use. The health department as well as the Department of Business and Professional Regulation (DBPR), Florida Department of Agriculture and Consumer Services (FDACS), and/or the Food & Drug Administration (FDA) shall have the right to inspect without prior notice at any time deemed necessary by their organization.

Limitation of Liability:

The user agrees that all claims involving KitchenShare are strictly subject to the following limitations:

Business Services: All Business Services provided by KitchenShare and/or any officers, staff, or other agents of FNIA are provided solely to assist Members in the operation of its business. KitchenShare makes no representations, warranties, or guarantees that the business services provided will result in the success of the Business. Member understands and acknowledges that the Member is solely and completely free to accept or reject any business services and that the principal(s) or owner(s) alone controls the Business and its success or failure. Member acknowledges and agrees that KitchenShare and any officers, staff, trustees, or agents of FNIA 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 KitchenShare.

Liability: KitchenShare 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 Member's use, operation, occupancy of the KitchenShare facility, or sale or distribution of any product which is produced or manufactured on the premises. The Members covenant and agree to indemnify, defend, and hold harmless FNIA 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 KitchenShare premises, or any portions thereof, or resulting from the sale, distribution, and use of any product manufactured by the Member on KitchenShare premises.

Indemnity:

Except for the willful or grossly negligent acts or omissions of FNIA or its agents or employees, Member shall, to the fullest extent provided by law, defend, indemnify, and hold harmless from and against any and all claims, losses, actions, damages, liabilities, and expenses (including reasonable attorney's fees) that: (1) Arise from or are in connection with Member's use, maintenance, or control of the Facilities, or any portion of the Facilities; (2) Arise from or are in connection with any willful or negligent act or omission of Member, the Associated Personnel, or any of their respective agents, employees, guests, service providers, creditors, or invitees; (3) Result from any default, breach, violation, or nonperformance of Member arising under the provisions of this Agreement; (4) Arise from injury or death to persons or damage to property sustained on or about the Leased Premises; and/or (5) Arise from or are in connection with any products produced or prepared by User in connection with its use of the Facilities.

Member's obligations under this paragraph specifically extend to any actions, orders, penalties, or enforcement procedures brought by or on behalf of any governmental agency or unit in connection with the personal property of Member, including equipment and materials, stored or otherwise present at the Facilities.

User's obligations to indemnify FNIA under the provisions of this Agreement hereof shall survive the termination of this Agreement.

Member on behalf of Member and the Associated Personnel, now and forever releases and discharges FNIA and its attorneys, insurers, brokers, principals, officers, directors, partners, agents, employees and contractors, and whoever else may be liable, from any claims, liabilities, damages, and causes of action of any nature, including, but not limited to, those for personal injury, death, and/or property damage, that in any manner arise from or are related to Member's use of the Facilities under the provisions of this Agreement.

The release provided by Member under the provisions of this Agreement, above, extends to and includes any claims, liabilities, injuries, damages, and causes of action that the parties do not presently anticipate, know, or suspect to exist, but which may develop, accrue, or be discovered in the future.

Member represents and warrants that Member has considered the possibility that claims, liabilities, injuries, damages, and causes of action that Member does not presently know or suspect to exist in its favor may develop, accrue, or be discovered in the future and voluntarily assumes that risk as part of the consideration for this Agreement.

Termination:

This Agreement shall continue from the date of execution until _____ unless terminated as provided in this Section. Any financial obligation to KitchenShare shall survive the termination of this Agreement.

Voluntary Termination: This Agreement may be terminated at any time upon mutual agreement of KitchenShare and the Member. A member may terminate this Agreement at any time upon 30 days written notice to Kitchen.

Breach or Default: Member must correct any violation, infringement, or failure to keep or perform any conditions of this Agreement within three (3) days after receiving written notice from KitchenShare Kitchen Manager. If more than three (3) days pass without any corrective action taken by the Member, KitchenShare may, in its sole discretion, terminate this Agreement.

Licensing Restrictions:

The food establishment and/or food service licenses issued by the DBPR or FDACS as a result of visits with the Member at KitchenShare expressly license the company/individual named on the license to operate **only** at the KitchenShare facility (unless additional licenses are obtained for other commercial kitchens).

Open Records: Periodically, the licensing company will request a printed log and/or a verbal summary of the specific licensee's kitchen usage. KitchenShare staff will provide complete information immediately.

Breach or Default: Members must operate within the confines of their licenses. They may be reported to the DBPR or FDACS if evidence exists that they are selling food prepared outside of the licensed kitchen and/or have an expired license.

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

Frenchtown Neighborhood Improvement
Association

By: _____

Kitchen Manager
Frenchtown Neighborhood Improvement
Association

Legal Name of User

By: _____

Signature of Authorized User

☐ By signing, I certify that I have
received a copy of this agreement

OR

By: _____
Executive Director
Frenchtown Neighborhood Improvement
Association
(850) 577-1615