

Dear Specialty Food Producer:

Enclosed you will find two copies of a confidentiality and nondisclosure agreement between yourself and the *Shared Use Kitchen Facility*. One is for your records and the other should be returned to us at your earliest convenience.

A contract has been designed for all clients who will be utilizing the Co-packing option that we offer. Not only does this contract provide you, the customer, with vital information about our responsibilities, it also explains our rules and/or regulations in regards to the production of your product(s). Two copies are enclosed. Again, one is for your records and one should be returned to the *Shared Use Kitchen Facility*.

A Certificate of Liability Insurance for your product(s) listing *Shared Use Kitchen Facility* as an additional insured will need to be obtained from your insurance carrier. The minimum amount of \$2,000,000 is required (see Co-Packing Agreement for details). This certificate must be in our possession prior to any production of your product(s) for resale or distribution to the public.

Most of the products produced at *Shared Use Kitchen Facility* require a scheduled process which is filed with the FDA. If at any time in the future, any of your products are revised, even minimally, a new scheduled process will need to be obtained from a testing lab.

Shared Use Kitchen Facility provides storage of client owned product, ingredients and containers at our facility or warehouse(s). Storage fees will be assessed based upon the movement of the items through the *Shared Use Kitchen Facility*. If the client is continually producing and shipping product, this monthly fee may be reduced or waived by the Director of *Shared Use Kitchen Facility*. If the client does not produce on a regular basis and items are stored at *Shared Use Kitchen Facility* for an extended period of time (over a month) a storage fee may be charged.

We are looking forward to establishing a working relationship with you. Please feel free to contact me with any questions about the material in this packet.

Sincerely;

Director

Shared Use Kitchen Food Processor Agreement

Welcome to the _____ . One of the biggest obstacles to starting a food business in Maine is the high cost of setting up a commercial kitchen. The Shared Use Kitchen at _____ was established to help overcome that obstacle. We are a fully equipped, commercially licensed, shared use kitchen, allowing you to build your business at your own pace lowering the risks associated with a start up venture and minimizing the costs while you get started. Please read through the packet and begin the following steps to use the kitchen. We look forward to working with you.

Check List

1. Fill out the Shared Use Kitchen Agreement.
2. Contact the Dr. Mathew Highlands Food Pilot Plant at the University of Maine in Orono for help in formulating your recipe and getting your food business started. (207) 581-3139 Connie.Young@umit.maine.edu
3. Apply for your Maine State Department of Agriculture Food Processing License. Call 207-287-3841
4. Obtain product liability insurance.
5. Complete the Food Safety Certification process. Serve Safe classes may be available through the University of Maine Department of Food Science and Human Nutrition (207) 581-2791.
6. Sign the Shared Use Kitchen Rental and Use Policies Agreement.
7. Pay required fees.
8. Participate in the Shared Use Kitchen orientation prior to using the facility.
9. "Get Cooking!"

Processing at the Shared Use Kitchen

1) Please indicate your current type of business or potential business.

- home-based processor
- caterer
- restaurant
- community organization
- farmer/grower
- specialty/gourmet food producer
- other: _____

2) What would be your primary reasons for using a shared-use commercial kitchen?

- business startup
- increase current production capacity
- develop and test new products
- improve distribution options
- I'd be using the shared kitchen to process and pack for others
- other: _____

3) How often and how many hours are you anticipating using the shared-use kitchen?

- Daily _____ Hours
- Monthly _____ Hours
- Weekly _____ Hours
- Other _____ Hours

4) What are your other time constraints, if any?

5) Is your production seasonal or year-round? seasonal year-round

If seasonal, please circle months in which you produce your product.

Jan Feb Mar April May June July Aug Sept Oct Nov Dec

How many people are involved in processing your product? _____

6) What are your storage needs?

- a) cold storage: _____ cubic feet
- b) dry storage: _____ cubic feet
- e) I do not need storage _____
- c) climate controlled: _____ cubic feet
- d) other: _____

Equipment you will be using/needing

- Standard range/oven
- Commercial mixer
- Walk-in cooler
- Freezer
- Stainless steel table
- Kitchen utensils
- Convection oven

- Meat slicer
- Package heat seal
- Food processor
- Dish washer
- Steam kettle
- other: _____
- other: _____

Services and Facilities

A Maine approved commercial kitchen facility that provides:

- ✓ A ____ square foot kitchen area with a range of commercial food processing equipment
- ✓ Unisex rest room
- ✓ Secured Entrance
- ✓ Ventilated hood systems
- ✓ Walk-in Cooler
- ✓ Storage areas

Facility Services Include:

- Trash removal
- Snow removal
- Pest control
- Sanitation equipment cleaning supplies and sanitizer
- Facility maintenance
- 240 single-phase voltage service
- Municipal water / sewer
- Lighting / cooling / heating
- Equipment maintenance program

Available Equipment at the Shared Use Kitchen:

- Six Burner Gas Range
- Convection Oven
- Two Gas Fired Baking Ovens
- 40 gallon Steam Kettle
- Walk-In Cooler
- High Temperature Dishwasher
- Hand Wash Station
- Food Preparation Tables
- Aluminum Baking Sheets
- Three Bay Sanitizing Sink
- Broiler
- 40 quart Stand Mixer
- Digital Scale
- Commercial Food Processor

Fee Schedule

Set Up Fee

\$50.00 for orientation of the kitchen.

User Fee

\$35.00 per hour and includes free 1/2 hour post production cleaning time.

Per Batch Use Fee

Walk- In Cooler - \$25.00

Rental and Use Policies Agreement

Rental and Use of Facilities

- Each business using the Shared Use Kitchen facility is a separate business entity. Each business owner is responsible for complying with the town, state and federal regulations governing food related businesses concerning licensing, food safety and sanitation, taxes, employment, etc.
- Scheduled kitchen production rental times will include a free half hour for post production cleaning.
- Scheduled production time is available on a first come, first served basis determined by advanced reservation.
- Advance reservations are required. The Kitchen Manager may accommodate other requests on a discretionary basis.
- Off-hour production is from 8 PM to 6 AM seven days a week and available for on an as needed basis as necessary.
- In the event of equipment failure or other facility issues that compromise production, credit for lost hours may be applied on a discretionary basis. Users **MUST** report within 24 hours of the occurrence to be eligible for a credit. I understand I will be financially responsible for any damage to the equipment due to any misuse.
- Cancellations and/or changes must be made seven (7) days in advance by email or in writing, and confirmed by the kitchen manager, to avoid being billed for all scheduled hours. A refund of up to 100% of the original scheduled User fee may be returned for cancellations made 7 days in advance.
- "No shows" and late cancellations will be billed at 100% of their scheduled production time.

Payment

- Production payment is expected at the beginning of each rental use or upon prior arrangement.
- All payments must be made in cash or by check. A \$25.00 fee will be charged for returned checks.
- All production rates and fees are subject to revision.
- All products claimed to be made in the Shared Use Kitchen facility, must be made in the facility and meet their food processing license and regulations.
- The client must sign a Kitchen User's Agreement, pay a \$500.00 security deposit and attend a short Rules and Regulations training before using the kitchen.

Insurance

- Proof of insurance of the business is required.
- The client must have a minimum of \$1,000,000 of commercial liability insurance and have a rider of additional insured for the Shared Use Kitchen facility established before use.

I agree to the above stipulations and requirements and agree with the policies set by the Shared Use Kitchen Facility.

Signature of User

Date

Name of Business

Scheduled Process Form

Please fill in the form to draft a scheduled process for approval.

Product Name: _____

Date: _____

Company Name (if chosen): _____

Name of Person responsible for product: _____

Address: _____

Town, State, Zip: _____

Telephone/Fax: _____

Email: _____

Required Analyses: Please record values for all that apply – See Required Analyses Sheet

pH

Water Activity (a_w) _____

Temperature: _____

Ingredients: Remember to list by weight

Ingredient*	Descriptors (Fresh, canned, sliced, etc)	Weight (ozs., lbs., g, kg, etc.)**
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

* If using vinegar, note that acid strength (stated on the bottle) of the brand you use, ex. Vinegar (5%).

** All ingredients must be weighed. Please do not assume that 1 cup = 8 ounces; a cup of garlic powder weighs much less than a cup of molasses.

Procedure: List all steps necessary to make your product.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____

Container type and size: _____

PRODUCTION COSTS

- Actual making of the product and filling of the bottle (weighing ingredients, taking pH, monitoring product while cooking, capping, safety and quality inspections, etc.)
- Labeling containers and boxes
- Checking containers for proper seal and cleanliness
- Putting on the tamper evident seals
- Batch Coding
- Sealing boxes
- Movements of the product and/or ingredients throughout the facility
- Tracking of products produced as required by the FDA
- Receiving of goods including containers and ingredients
- Clean up
- Use of facility, equipment and energy
- Materials used by staff (ie: hair nets, sanitizer, cloths, etc.)

LABORATORY ANALYSIS REQUIRED PER TYPE OF FOOD

Type of Product Produced	Analyses Required	Regulatory Agencies Involved
Acid Food Tomato based Products (marinara, etc.) Fruit Based Products (Chutneys, preserves) Fermented Products (sauerkraut, etc)	pH	Food and Drug Administration (FDA) State Department of Agriculture
Acidified Foods Pickles/ Pickled Vegetables (relishes, chow-chow) Eggs & Meats (Pickled Polish sausage)	pH of both brine and solids	FDA — (requires establishment/process registration) State Department of Agriculture
Low Acid Foods Dessert Toppings (fudge or fruit sauces) Cake-in-a-jar Soups (creams, chowders) Pet Foods (dog biscuits, dog or cat foods)	pH Water Activity (a_w)	FDA — (requires establishment/process registration) State Department of Agriculture
Smoked & Salted Fish Hot Smoked/Air or Vacuum Packaged Cold Smoked/Air or Vacuum Packaged	pH Water Phase Salt (WPS)	State Department of Agriculture FDA
Meats — Dried or Smoked Jerky Smoked Fowl Sausage Dry/ Semi-dry Fermented Hot Smoked Pickled (see acidified foods)	pH Water Activity (a_w) Moisture Moisture: Protein Ratio (M/P)	State Department of Agriculture U.S. Department of Agriculture (USDA)
Cold Filled Products (not heated) Dressings Condiments	pH Water Activity (a_w)	FDA State Department of Agriculture
Dairy Products	pH Titratable pH (TA) Aerobic plate count Coliform testing	FDA State Department of Agriculture, Dairy Divisions
Dried Products	pH Water Activity (a_w)	FDA State Department of Agriculture

CONFIDENTIALITY AND NON DISCLOSURE AGREEMENT

This Agreement dated _____ is by and between *Shared Use Kitchen Project* and _____.

The parties intend to enter certain business negotiations and discussions or contracts and agreements which may require either party (the “Discloser”) to disclose to the other (the Recipient”) certain information relating to some or all of the Discloser’s manufacturing or business data, some of which information will be proprietary and confidential (the “Confidential Information”).

Now, therefore, in consideration of the business negotiations and discussions and other good and valuation consideration, the parties agree as follows:

1. Neither party shall disclose nor use any Confidential Information except as expressly permitted. hereby.-
2. The Discloser shall designate Confidential Information as follows:
 - a. If disclosed in writing or electronically, the information shall be designated as confidential in writing.
 - b. If disclosed orally, the information shall be considered confidential.
3. Any Confidential Information disclosed to the Recipient shall be treated and used by the Recipient only as follows:
 - a. The Confidential Information will be received and held in confidence by the Recipient and revealed only to its employees or agents who need to know such information in connection with the business discussions and negotiations or contracts and agreements between the parties.
 - b. The Recipient will take such steps as may be reasonably necessary to prevent the disclosure of Confidential Information to others, and insure that any employee or agent of the Recipient who received Confidential Information is bound by the Confidentiality obligation set forth in this agreement.
 - c. The Recipient will use such Confidential Information only in connection with the evaluation of any contemplated business arrangements between the parties or a contractual relationship between the parties. The Recipient will use such Confidential Information for no other purpose and will not for any purpose whatsoever disclose it to any other third party, including but not limited to any employee or agent not bound by a confidentiality obligation to the Recipient without the prior written approval of the Discloser and the written agreement of such third party to be bound by the terms of this agreement.
 - d. All Confidential Information is and will remain the property of the Discloser.
 - e. The Confidential Information will not be copied or reproduced without prior written consent of the Discloser, except for Recipient’s internal use, such as, but not limited to formulation development, production forms, etc. All original material shall be returned to Discloser upon demand of Discloser.

4. The obligations of confidentiality set forth above shall not extend to any portion of the Confidential Information that:
 - a. Is not designated as Confidential Information by Discloser;
 - b. Is generally known to the trade or hereafter becomes generally available or known to the public or trade through no act or omission on the part of the Recipient,
 - c. Corresponds in substance to information furnished to the Recipient by any third party having a lawful and unrestricted right to do so; or
 - d. Is information which the Discloser agrees in writing to release from this agreement; or
 - e. Has been independently developed by the Recipient without reference to such Confidential Information.

5. This Confidentiality and Non Disclosure Agreement shall be governed and construed in accordance with the laws of the State of Maine.

In witness whereof, and intending to be legally bound hereby, the parties have executed and delivered this agreement as of the date set forth above.

Shared Use Kitchen Project _____

By: _____ By: _____
 Name Name
 Manager, Business Representative

CO-PACKING AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2008 by and between the *Shared Use Kitchen Project (SUKP)*, and the _____, hereinafter referred to as "Customer".

Service: SUKP agrees to provide co-packing service to this customer and the services provided shall include but not be limited to use of stoves, sinks, refrigerators, freezers, counters, storage areas and other services. It is understood that the customer's usage of the Shared Use Kitchen is non-exclusive and subject to co-packing availability.

Pricing: Customer using the SUKP co-packing services; rates are determined by the Customer and SUKP in a separate meeting and are driven by cost of production, distribution, packaging and other related pricing determinations.

Improvements and General Administration: SUKP reserves the right to make modifications/improvements at any time to the kitchen. These modifications/improvements may result in changes to the rules of operation, accessibility, modification of customer identification and security procedures and support services. Any alterations and/or improvements to the facility shall be in the sole discretion of SUKP.

Excusable Delays: SUKP shall not be liable for delays, by any reason or in any failure in performance of this agreement provided that such failure arises out of causes beyond SUKP's control or discretion and/or without fault or negligence of SUKP.

Public and Product Liability Insurance: The Customer shall provide Certificates of Insurance, prior to any co-packing or production by SUKP or occupying any space and for the entire duration of this agreement, showing SUKP as the Certificate Holder and as additional insured under the General Liability Insurance. This Certificate shall be signed by an authorized agent of the Insurance Company and must show the following minimum limits of insurance and or as is required by law (whichever may be greater):

1. General Liability Insurance, including contractual, independent contractors, products/completed operations.

Each Occurrence \$1,000,000
General Aggregate \$2,000,000

2. All insurance shall be placed with insurance companies licensed and admitted to do business in the State of Maine, with a "Best's Rating" of "A" or better. Certificates of Insurance shall contain a provision for at least thirty (30) days notice of cancellation of the certificate. The certificate shall be mailed to SUKP within twenty (20) business days of signing this agreement. Failure to provide and maintain the required Certificates of Insurance will be a breach of this agreement and shall render the agreement null and void. The insurance provided by the Customer shall be primary with the respect to any and all claims for injury to persons or damage to property arising out of this agreement.

The Insurance Companies and Customer shall have no recourse against SUKP and this facility, including the payment of these insurance premiums.

Destruction: In the event that fire or other casualties so as to render them unusable therein should damage the facility or items, SUKP shall have the option to repair and restore the facility or to terminate this agreement by offering the Customer a written notice within thirty (30) days after such damage occurs. If SUKP elects to restore and repair the equipment and/or premises, SUKP shall commence and prosecute the work with due diligence. If SUKP fails to notify the co-packing tenant of its choice to either repair premises or terminate this agreement within the thirty (30) day notice, SUKP shall be deemed to have elected to terminate this agreement and all rights hereunder shall terminate automatically on the first day of the calendar month occurring after said damage.

Default: Customer shall have three (3) days after written notice from SUKP to remedy any situation that SUKP brings to the attention of the Customer. SUKP, at its option, may immediately terminate their Co-packing Agreement within three (3) days as aforesaid, if customer fails to remedy any violation, breach or failure on its part to perform any covenant agreement, term or condition of this agreement. Furthermore, SUKP may enter the kitchens premises to repossess the premises (including any storage) and to remove Customer property. Customer will be charged any reasonable storage costs.

Payment: In consideration of the facilities and services to be provided by SUKP as stated, the Customer agrees to pay SUKP in accordance with the costs or services stipulated on the attached "Exhibit C" and any other extraordinary cost incurred by SUKP to meet the requirements of the Customer. The Customer upon receipt of an official statement shall make payment from SUKP. Tax-exempt Groups must submit a tax-exempt certificate prior to the start of the service/event to avoid sales tax charges. In the event of non-payment, the undersigned will be responsible for any collection, attorney fees, and/or court costs, associated with the satisfaction of the account.

General: This agreement shall be interpreted according to the laws of the State of Maine. The Customer shall comply with all laws, rules, orders, regulations and requirements of Federal, State, and municipal governments applicable. SUKP and the facility makes no representations, warranties or guarantees, expressed or implied, including, without limitation, any warranties for the merchantability or the fitness for the intended use of the facilities, other than the express representations, warranties and guarantees contained in this agreement. Customer further acknowledges that he/she inspected the premises and accepts them "as is" for the purposes of Customer's use during the terms of this agreement.

Receipt of Products: SUKP has no control of the product(s) once they leave our co-packing facility. It is the responsibility of the customer to inspect these products upon receipt. If any damage or problems occur during transportation, it is the customer's responsibility to notify the shipper immediately to correct or receive any reimbursement for damage during the shipping. If on inspection at receipt of the product(s), the customer has issues/concerns about the product(s) including but not limited to processing, labeling, damage or transportation, the customer should also immediately notify SUKP of these issues so that we may assist in obtaining reimbursement for the customer or rectifying the problem, where appropriate.

Notice: Any notice to either party must be in writing, signed by the party giving it, and shall be served either personally or by registered mail, addressed as follows:

TO SUKP: Shared Use Kitchen Project
(Insert Address)

TO CUSTOMER:

This Agreement may only be modified in writing executed by both parties.

This agreement constitutes the entire agreement of the parties hereto and all previous communications between the parties, whether written or oral, with reference to the subject matter of this contract are hereby superseded.

Nothing contained herein shall constitute a joint partnership or joint enterprise between SUKP and the customer. It is understood that SUKP and customer are independent entities and customer shall make no representations to indicate that SUKP and customer are involved in a joint venture, partnership or other business enterprise, other than as specifically set forth in this agreement.

The parties acknowledge that they are duly authorized to execute this Agreement and by executing this Agreement, the parties accept and agree to be bound by its terms and provisions effective the day and year set forth at the beginning of this document.

Shared Use Kitchen Project:

By: Name, Manager

Date: _____

Federal ID # _____

Customer:

By: Name

Date: _____

Social Security or Federal Employee ID #

“The following information is requested by the Federal Government in order to monitor compliance with Federal Laws prohibiting discrimination against applicants seeking to participate in this program. You are not required to furnish this information, but are encouraged to do so. This information will not be used in evaluating your application or to discriminate against you in any way. However, if you choose not to furnish this information, we are required to note the race/national origin of individual applicants on the basis of visual observation or surname.”

Ethnicity

Race (Mark one or More)

Hispanic/Latino: _____

White _____

American: _____

Black or African _____

Native: _____

American Indian/Alaskan _____

Native Hawaiian or Pacific _____

Asian: _____

Gender:

Male _____

Female _____

This institution is an equal opportunity provider. Complaints of discrimination should be sent to:
USDA, Director, and Office of Civil Rights, Washington, DC 20250-9410 or call-1-800-662-1220 (TDD phone number).

Shared Use Kitchen Project Fee Schedule- How it works

Start up fee:

A start up fee of \$125.00 is assessed to each new producer that wishes to have product processed by the staff at Shared Use Kitchen. This fee covers initial meetings/consultations with Shared Use Kitchen Staff; phone calls, making one, possibly two small samples from the scheduled process/recipes which has been provided to Shared Use Kitchen; and estimated calculation of the per unit production costs.

If a producer wishes Shared Use Kitchen to make samples of additional products, the cost would be \$50.00 per product. Bakery or Dry fill products would be charged according to the fee schedule.

If a producer has ingredients that are not readily available for purchase and an unusual amount of time is needed to try to locate these ingredients, Shared Use Kitchen staff would be happy to continue researching for an hourly fee. This fee would be based upon \$12.50 for each 15 minute increment. This would cover not only the labor, but also the expense of the phone calls involved.

Product Development:

Sometimes potential producers come to Shared Use Kitchen with just a recipe and/or an idea and wish hire the Shared Use Kitchen Product Development person to assist them in making a shelf stable product for the marketplace. Our Product Development department can assist them. The fee for this service is based upon an hourly rate (\$50.00 for the first hour and \$35.00 for each subsequent hour). Additional expenses may include shipping and ingredient costs.

If a scheduled process/recipe is brought to Shared Use Kitchen for production and the producer is not satisfied with the results after two sample batches are complete and desires the Product Development person to continue making adjustments to the recipe, at this time, the process turns into product development and applicable fees would be charged. Additionally if Shared Use Kitchen is requested to revise the recipe to change the components of the product (ie: pH value, viscosity, etc) this would fall under the heading of Product Development.

Payment Time Period:

Shared Use Kitchen will send out the \$125 start-up fee invoice to the potential client upon the initial meeting with Shared Use Kitchen and/or a packet of information being sent. Payment is due before you would like Shared Use Kitchen to start work on your product(s).

Shared Use Kitchen Costs for Bakery & Dry Fill Rooms

Labor	\$15.00 per hour — assessed in 15 minute intervals
Bakery	\$20.00 per hour without any ovens \$8.00 per 30 minutes for the conveyor oven \$5.00 per 30 minutes for the each convection oven \$1.00 per hour for the proofers
Dry Fill	\$25.00 per hour

Shared Use Kitchen Monthly Storage Fees

<p>One pallet —48 inches x 48 inches and a height of 42 inches This is the size of the openings of our pallet racking at the storage building</p>	<p>\$20.00 per month.</p>
<p>One pallet — offsite storage - 48 inches x 48 inches and a height of 72 inches This rate includes transportation to and from the offsite location</p>	<p>\$30.00 per month</p>
<p>Freezer - one pallet - 48 inches x 48 inches and a height of 42 inches. Space is very limited for this type storage and movement in and out would be by pallet only. Since it is on the campus, we do not make daily runs to this freezer.</p>	<p>\$35.00 per month</p>
<p>Small amounts left from production</p>	<p>Since it is so difficult to be exact when ordering containers, Nelson Farms will work with clients who are producing on a regular basis (at least every other month) and storing minimal amounts. No fee would be assessed.</p>

Commercial Kitchen Operating Policy

A. Service to Be Provided

Shared Use Kitchen Facility (SUKF) agrees to provide Customer access to and use of the kitchen facilities at the Organizations site. Facilities and services provided shall include, but not be limited to: use of stoves, sinks, refrigerators, freezers, counters, individual storage areas, and such other services as described in the Commercial Kitchen Rate Schedule addendum which is attached, marked as Attachment #1, and herein incorporated by reference.

B. Operating Schedule

Commercial kitchen availability is scheduled by the Shared Use Kitchen Facility (SUKF) kitchen manager and staff.

C. Pricing Schedule

1. The Customer will be charged in accordance with the SUKF Commercial Kitchen Lease (“lease”).
2. Rent, per the Lease, shall be due and payable in advance on the first day of each calendar month.

D. Security

The SUKF commercial kitchen is equipped with individual storage areas. The SUKF assumes no responsibility for the security of any equipment or supplies the Customer brings for use at the Commercial Kitchen. Customers may affix their own lock on the storage compartment which may be assigned to them upon execution of this agreement. Any additional security of storage arrangements shall be the Customer’s sole responsibility.

E. Issuance of Key

With a ten dollar (\$10.00) refundable deposit, Customer shall be entitled to one (1) numbered key to the SUKF Commercial Kitchen. Said key is not to be duplicated, and use of the key is limited to use by the Customer. Upon termination of commercial kitchen use, key is to be returned to the SUKF staff and deposit will be refunded. Loss of the numbered key issued to the Customer renders the Customer liable for installation of new locks on the SUKF Commercial Kitchen doors and the cost of issuing new keys.

F. Liability of Customer

The SUKF shall not be liable for: any damage to either person or property sustained by the Customer or by any third party arising in any way out of the Customer’s use, operation, occupancy of commercial kitchen premises, or sale or distribution of any product manufactured on the commercial kitchen’s premises. The Customer covenants and agrees to indemnify, defend, and save harmless the SUKF and its employees from all claims, costs, and liabilities arising from or in connection with: damages or injuries to persons (including death) or property in, upon, or about the SUKF Commercial Kitchen’s premises, any portions thereof, or resulting from the sale, distribution, and use of any product manufactured by the Customer on the SUKF Commercial Kitchen premises.

G. Public and Product Liability Insurance

From “Establishing a Shared-use Commercial Kitchen” Revised, Nx Level

Each tenant will maintain a minimum of \$1,000,000 of product liability insurance and general liability insurance with the Shared Use Kitchen Facility listed as added named insured, commercial kitchen tenants will provide proof of insurance to the kitchen manager prior to processing any food products at the Commercial Kitchen that will be offered for sale. Any deviation from this policy must be approved in writing by the Shared Use Kitchen Facility Director.

H. Inspection

The SUKF and its agent shall have the right to inspect the commercial kitchen premises at all times and reserves the right to enter the same whenever the SUKF, in its discretion, determines that it is necessary.

I. Food and Equipment Safety and Sanitation

All Commercial Kitchen users will be required to complete the commercial kitchen’s course on Food and Equipment Safety and Sanitation. Upon completion, each user will be issued a dated certificate that will permit use of the kitchen for one year.

J. Products

Only products that will be used for human consumption will be deemed appropriate for manufacturing in the commercial kitchen.

K. Signs and Advertising

No signs or other advertising matter shall be attached or painted on the commercial kitchen premises without prior approval of the SUKF.

L. Default

As time is of the essence, the Customer will have three (3) days after written notice from the kitchen manager to remedy any situation that is brought to the attention of the Customer. A violation, breach, or failure to keep or perform any conditions of this policy, shall not continue more than three (3) days after the situation is specified in written notice to the Customer from the kitchen manager. If more than three (3) days pass without any corrective action taken by the Customer, the kitchen manager may declare Customer’s rights under this management terminated. Furthermore, the kitchen manager may repossess and remove Customer’s property. The Customer will be charged any reasonable storage cost.

M. Assignment

The Customer shall not transfer usage privileges or sublet the whole or any part of the commercial kitchen premises.

Tenant Signature

Date

Kitchen Rules

1. Users must sign in when entering kitchen, sign out when leaving.
2. Floors must be swept and mopped (large mop and bucket are kept in janitorial closet).
3. Garbage cans must be emptied into the dumpster located at the north end of the building. Wipe out inside and outside of can, and place clean garbage bag in can.
4. Sinks must be cleaned and wiped dry after use.
5. Dishwasher traps must be cleaned after using. Dishwasher and surrounding areas should be wiped dry.
6. No stacking of boxes or food supplies is allowed on floors.
7. During evening/night hours, restrooms, coffee lounge, and copy machine room are open for use.
8. Tables may be moved around to accommodate each users production.
9. Kitchen doors CANNOT be propped open.
10. Please notify management 7 days prior if you are unable to keep your scheduled time.
11. PLEASE - kitchen supplies must not be taken home!

Kitchen Sanitation and Safety

- Clean and sanitize all food contact surfaces prior to starting work and after work.
- Sanitizing solution: Mix sanitizing solution if needed.
- Plastic gloves are to be worn to handle ready-to-eat food.
- All food in coolers must be labeled with owners name, product, and date. Shallow containers (4 maximum) are used to cool potentially hazardous foods.
- Keep all detergents or chemicals out of food production area.
- Wipe up spills right away.
- Clean used equipment by following cleaning instructions.
- Floors should be swept and clean, as necessary, and before leaving. Cleaning supplies are in the janitorial closet.
- If cooler and freezer temperatures have not been recorded for the day, please record temperatures and time.
- Be sure all equipment has been turned off before leaving. Turn out lights, and lock door before leaving.
- Only unopened packages and containers of food are to be brought into the kitchen. Once opened, food can be stored until needed in storage cabinets, cooler, or freezer.

Personal Health and Cleanliness

The key to producing a safe and sanitary food product is through the employment of healthy persons who are thoroughly trained in safe food-handling procedures and who practice good personal hygiene. All kitchen tenants will observe the following procedures:

- All tenants shall be clean and well groomed. Clothing should be made of a washable fabric. No open-toed shoes are to be worn. A clean or disposable apron is to be worn.
- Hair should be worn back and out of the way and covered with a hairnet (males and females). Beards should also be covered.
- Clean hands and fingernails are important in food handling. Hands should be thoroughly washed before starting work, after handling food, after smoking, after using the toilet, and after using a handkerchief or tissue. The hand sink located in the production area should be used for hand washing. Hands should be washed with hot soapy water for a minimum of 20 seconds and dried with a paper towel.
- Hands should be kept away from the face and mouth.
- No eating, drinking, or smoking is permitted in the kitchen area.
- Personal belongings should be kept out of food preparation areas.
- All cuts should be bandaged with waterproof protectors, and watertight disposable gloves should be worn.
- Tenants with open lesions, infected wounds, sore throats, or any communicable disease shall not be permitted to work in the kitchen.
- Remove all insecure jewelry that might fall into food or equipment. Remove hand jewelry when manipulating food by hand.