

STATE OF NORTH CAROLINA

GUILFORD COUNTY

GUILFORD COUNTY COOPERATIVE EXTENSION

LOW RISK SHARED USE KITCHEN USER SERVICES CONTRACT

THIS CONTRACT is hereby made, entered into, and effective as of this _____ day of _____, 201____, by and between **GUILFORD COUNTY, on behalf of the GUILFORD COUNTY COOPERATIVE EXTENSION**, a body politic and corporate of the State of North Carolina, hereinafter referred to as the **“COUNTY” and/or “GC,”** and _____, with a place of business in _____, _____, **[insert city & state of company location]**, hereinafter referred to as the **“USER,”** and also collectively referred to as the **“Parties.”**

WITNESSETH:

This person or organization joins this Agreement as a User of the Guilford County Low Risk Shared Use Kitchen (GCLRSUK) at Guilford Cooperative Extension

Full Legal Name of Business: _____

Legal Status of User **(Check One)**:

Individual Partnership Corporation

Limited Liability Company

Other _____

Authorized Representative

Name: _____

Title (e.g., Sole Proprietor, Partner, President,

Manager): _____

Mailing

Address: _____

Email: _____

Telephone: _____

Fax: _____

The USER and GUILFORD COUNTY agree to the following terms and conditions:

1. SERVICES. GC will provide the User with nonexclusive access to and use of GUILFORD COUNTY Cooperative Extension's shared use kitchen Facility ("Kitchen"), subject to the terms of this Agreement.

A. FACILITY. The Kitchen is a shared-use Facility; equipped with commercial stoves, ovens, sinks, refrigerators, tables, and other food preparation equipment. GUILFORD COUNTY Cooperative Extension 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.

B. USER PREREQUISITES. All USERS of the GUILFORD COUNTY Low Risk Shared Use Kitchen at the GUILFORD COUNTY Cooperative Extension will have completed the following activities and will have provided appropriate documentation to GC before USER may enter and use the Facility:

- Completed application form, pay application fee and deposit
- Successfully completed the GCCE Facility Orientation & Training
- Provide proof of liability insurance, as detailed in Section 4.C., below
- Provide proof of permit/permits from appropriate regulatory agency

C. FOOD PRODUCTS. USER must obtain specific authorization from the North Carolina Department of Agriculture prior to producing each food product.

D. SCHEDULING OF USE. Because the Kitchen is a shared use Facility, GC shall control the times and manner of all USERS' access to and use of the Kitchen. USER shall request use of the Kitchen in advance. GC will make its best efforts to create a schedule for use of the Kitchen that accommodates all USERS' reasonable requests.

2. PAYMENT TERMS. USER will pay GC rent for each hour USER occupies the Kitchen and uses the Services described in Section 1 of this Agreement according to the following terms:

A. 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 **Exhibit A**. GC may change this fee schedule at any time and will notify USERS as soon as possible in advance of changes.

B. PAYMENT TERMS. All checks shall be made payable to GUILFORD COUNTY. All fees, except the hourly rate, must be paid before the Kitchen may be used. The hourly rates must be paid within fifteen (15) days of billing date. GC reserves the right to add a 5% late fee to any accounts that are 30 days overdue.

3. USER DUTIES. USER agrees to assume the following duties in its use of the Facility under this Agreement:

A. RENTAL AND USE POLICIES. USER acknowledges that USER has received and read the Rental and Use Policies, which include the **Guilford County Low Risk Shared Use Kitchen (GCLRSUK) Rental and Use Policies and Standard Operating Procedures**, copies of which are attached to this Agreement as **Exhibits B & C**. GC reserves the right to amend the Rental and Use Policies and Standard Operating Procedures at any time upon written notice to USER. If USER violates these Policies, GC may impose a fine upon USER and

upon repeated violation, GC may in its discretion terminate this Agreement. USER agrees to comply with all of the rules and obligations set forth in the Rental and Use Policies and Standard Operating Procedures as currently stated and as modified at any time in the future.

B. CONTACT 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 GC informed of any changes in USER'S legal identity, address or other contact information.

C. FOOD EQUIPMENT SAFETY AND SANITATION. All USERS and their employees are required to successfully complete ServSafe Training before they may use the Kitchen. User must also maintain a clean work space before, during and after production.

D. HOUSEKEEPING RESPONSIBILITIES. User policies include but are not limited to the following:

1. USERS will provide their own cleaning towels, cooking items, ingredients, small wares and other special items necessary to their specific production needs.

2. No equipment or items owned by GC shall ever leave the premises.

3. USERS will strictly follow the SOPs (Standard Operating Procedures) and Equipment Cleaning Guidelines provided by GC before, during and after each use of the Facility.

4. 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 GC. Upon a second such failure, USER shall pay a fine (set out in the Rental and Use Policies) and actual cleaning costs. Upon a third such failure, this Agreement shall be terminated.

E. 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. This includes the disclosure of the USER'S security entrance code. 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.

F. SIGNS AND ADVERTISING. No signs or advertising matter shall be painted or attached in any way on the GC premises.

4. HEALTH AND SAFETY RESPONSIBILITIES. To ensure the safety of all persons associated with the GUILFORD COUNTY Low Risk Shared Use Kitchen (GCLRSUK) Facility, USER shall also comply with the following:

A. 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 GC and provided contact information in case of emergencies before being authorized to work at the GCLRSUK. No children under 16 are allowed in the kitchens.

B. RIGHT OF INSPECTION. The staff of GC retains the right to enter and inspect operations at any time during use. The GUILFORD COUNTY Department of Public Health, the North Carolina Department of

Agriculture, and the Food & Drug Administration shall have the right to inspect without prior notice at any time deemed necessary by their organizations.

C. LIABILITY INSURANCE. USERS shall provide proof of insurance to GC of any policies USER has before USER may enter and use the Facility. Original insurance policies or certified copies of policies may be required by the COUNTY at any time. Current, valid insurance policies shall be maintained by USER for the duration of their use of the Facility.

5. LIMITATION OF LIABILITY. USER agrees that any and all claims involving GC are strictly subject to the following limitations:

A. INDEMNITY CLAUSE. USER will further indemnify and hold GC harmless from and against any and all liabilities, claims, demands, suits, losses, damages, costs, attorney's fees and expenses for bodily injury to, or death of any person, or damage to or destruction of any property, caused by any negligent or intentional act or omission on the part of USER, its officers, employees or former employees. Except GC shall not be held harmless for any such liabilities, claims, demands, suits, losses, damages, costs, attorney's fees and expenses caused by any negligent or intentional act of omission on the part of GC, its officers, employees or agents.

B. LIABILITY. GC shall not be liable for any damage to either person or property sustained by USER or by any third party arising in any way out of the USER'S use, operation, occupancy of GC premises, or sale or distribution of any product manufactured on the premises. USER covenants and agrees to indemnify, defend, and hold harmless GUILFORD COUNTY 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 GC premises, or any portions thereof, or resulting from the sale, distribution, and use of any product manufactured by the USER on GC premises.

6. CONFIDENTIALITY. USER and GC agree and acknowledge that the GUILFORD COUNTY Low-Risk Shared Use Kitchen (GCLRSUK) 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 which 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 applicable to the conduct of their own business. USER and GC acknowledge and agree that USER'S Confidential Information may be disclosed to GC for the purpose of providing product authorization or training to User.

A. GC is required to report to its grantors and sponsors on the economic impact of the services it provides. USERS agree to provide an estimated sales value (wholesale and/or retail) on all of the goods they produce each time they use the Facility. GC will treat this as Confidential Information and will provide only aggregate statistics in its reports.

B. In the course of using the Facility, USER shall make reasonable efforts not to give USER'S Confidential Information to Others or to 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 Others' Confidential Information. Any spying or deliberate intrusion into Others' Confidential Information is grounds for terminating this Agreement.

C. In the course of dealing with GC and its officers and employees under this Agreement, USER shall take care to inform GC whenever USER is disclosing Confidential Information to GC. GC shall make all reasonable efforts to prevent disclosure of USER'S Confidential Information to any third party.

D. Confidential Information does not include information that is already known to GC, to the public or to 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.

7. TERMINATION. This Agreement shall continue indefinitely unless amended or terminated as provided in this Section. USER'S obligations pursuant to **Section 6** (Confidentiality) of this Agreement and any financial obligation to GC shall survive the termination of this Agreement.

A. VOLUNTARY TERMINATION. This Agreement may be terminated at any time upon mutual Agreement of GC and USER. Also, either Party may terminate this Agreement at any time upon written notice to the other Party.

B. 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) business days after receiving written notice of such from GC. If more than three (3) business days pass without any corrective action taken by the USER, GC may, in its sole discretion, terminate this Agreement. This Agreement may also be terminated by GC as may be otherwise provided in this Agreement.

C. USER PROPERTY. Upon termination, USER shall remove all of USER'S property from the Facility.

8. MISCELLANEOUS PROVISIONS.

A. JURISDICTION AND VENUE. The Parties agree that this Contract is subject to the jurisdiction and laws of the State of North Carolina. USER will comply with applicable laws, including N.C.G.S. §143-129(j) regarding E-Verify. Any controversies or disputes arising out of this Contract shall be governed by and construed in accordance with the laws of the State of North Carolina and shall be resolved in the Courts of Guilford County, North Carolina.

B. RELATIONSHIP OF PARTIES. USER shall operate as an independent contractor for all purposes. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the COUNTY and either the USER or any employee or agent of USER. USER is an independent contractor and not an employee, agent, joint venture or partner of the COUNTY.

C. NO ORAL MODIFICATION. Except as otherwise set forth herein, this Agreement may only be modified by a written Contract Amendment signed by both Parties.

D. IRAN DIVESTMENT ACT OF 2015. Whereas, N.C.G.S. §147-86.59 requires that a State agency or political subdivision of the State must require persons attempting to contract therewith, including contract renewals or assumptions, to certify that persons or assignees are not identified on the list created by State Treasurer pursuant to N.C.G.S. §147-86.58. Effective as of the date of this Contract, and in accordance with N.C.G.S. Chapter 147, Article 6E entitled "Iran Divestment Act," each Party hereby certifies that it is not identified on the Final Divestment List created by the State Treasurer, which list of persons the Treasurer has determined engage in investment activities in Iran, including any subcontractors of either Party.

E. ENTIRE AGREEMENT. This Contract, including the Exhibits and/or Attachments, sets forth the entire Agreement between the Parties. All prior conversations or writings between the Parties hereto or their representatives are merged within and extinguished. Except as otherwise set forth herein, this Contract shall not be modified except by a writing subscribed to by all Parties.

F. ENJOYMENT. This shared-use kitchen is a unique Facility meant to be useful to and enjoyed by its USERS. The Kitchen has been furnished to accommodate a wide variety of start-up food businesses. The USER agrees to work cooperatively and collectively to make this shared-use space work for all. Cooperation will benefit everyone and will allow harmony in the entire space. It is the desire of GC and GCCE to aid the many persons that may desire to start their business and provide a clean and workable space for all Parties. The COUNTY wishes that each USER may grow and prosper to become a part of our community and also wishes each USER'S business the greatest success with their product and business.

This Agreement is hereby executed this _____ day of _____, 20____, by the duly authorized representatives of each Party.

GUILFORD COUNTY, on behalf of the GUILFORD COUNTY COOPERATIVE EXTENSION

ATTEST:

Marty K. Lawing, Guilford County Manager

Guilford County Clerk to Board

(COUNTY SEAL)

Legal Name of User's Business:

ATTEST/WITNESS:

By: _____

By: _____

Printed Name and Title:

Printed Name and Title:
