

**Shared-use Processing Facility
Rental Agreement Between
Name of HUB Processing Facility
and**

Business name (the User)

User business and contact Information

Business name _____

Owner name _____

Title _____

Address _____

City _____ Province _____ Postal Code _____

Email _____

Phone _____ Mobile phone _____

Emergency contact name _____

Phone _____ Mobile phone _____

Note: It is the responsibility of the user to inform the HUB of any changes

Type of processor

Do any of your products require a Scheduled Process? (acidified and non-acidified foods)

Yes No Don't Know

User Prerequisites: All users of the kitchen must complete and provide appropriate documentation to the **Hub Manager** before the user may use the facility.

- Copy of General Liability/Product Liability Insurance
- Copy of Food Safe certification and any other required permits
- Copy of business licence
- Copy of approved Food Safety Plan
- Copy of approved Sanitation Plan
- Copy of Work Safe BC registration
- Orientation session completed
- Completed contract

List of approved products (Appendix A)

Please complete and submit the product form (including potential allergens) provided in Appendix A. User must obtain approval from the **HUB** prior to producing each food product. The **HUB** will review and confirm products you are permitted to produce in the **HUB** processing area.

Equipment approved for use (Appendix B)

Please complete the list of equipment you require for processing, and include any other equipment you may want to add for your exclusive use. The **HUB** will review the list you submit and confirm availability of the equipment for your use at your scheduled dates and times.

Approved fees and schedule (Appendix C)

Please complete your preferred of membership options (fees) and schedule. The **HUB** will review your request and confirm availability of the shared-use processing facility for the processing dates and times submitted, as well as storage options.

Terms (Appendix C)

The term of this agreement shall be for the dates and times approved in the attached application (Appendix C). The renter shall pay to the **HUB** the rental amount of \$ _____ according to the payment schedule approved by the **HUB**. Payment by credit card on file is preferred. This rental amount includes basic kitchen rental, utilities and equipment usage.

Changes in schedule: The user will have access to the **HUB** according to the agreed terms and schedule. The User must give 24 hours notice to the **HUB** of requested changes to the approved schedule, including cancellations. Any changes must be reviewed and approved by the **HUB** Manager. Once the user has booked processing area time the user is responsible for paying for those hours. If the user does not show up for a scheduled time without proper notice, the user is responsible for paying for that time.

Payment: If for any reason the credit card being charged is declined, the user will be notified immediately. Access to the kitchen will be restricted until a working credit card has been supplied. After 48 hours, any reserved kitchen time may be cancelled if no alternate payment method is supplied.

What the HUB provides

The kitchen is a shared use facility, equipped with commercial stoves, ovens, mixers, sinks, refrigerators, tables, dry and cold storage and other food preparation equipment. The **HUB** shall maintain the kitchen in a sanitary and orderly state and ensure that all equipment available to the user operates to all applicable health and safety standards. It is the user's responsibility to furnish all small wares needed for their food process. It is also the user's responsibility to ensure that the kitchen is left in a sanitary and orderly state at the end of the rental period.

What the user provides

The user shall furnish their own food, spices, bowls, utensils, towels, pots and pans necessary for their process unless otherwise agreed. When processing is completed for the day, user must remove their equipment from the kitchen or store it in a rented storage space or take it home. All stored items must be properly washed and sanitized. The **HUB** will not be held responsible for misplaced items. The user and **HUB** agree that the following basic kitchen supplies will be provided as part of the monthly or hourly rate: Mop, mop bucket, broom, dust pan, and cleaning and sanitation chemicals.

Shared use means shared responsibility

This shared-use processing facility has been designed to accommodate a variety of food processing businesses. It is necessary that all users co-operate to make this shared space work for everyone. This includes respecting the operating rules and helping to maintain the condition of the facility. It is the goal of the **HUB** to maintain a clean and workable space for all users.

Other terms

- If a user is found to be cooking from home or in any other kitchen while claiming to any entity to be working from the **HUB**, they will immediately be suspended from further kitchen use. Any health department that holds a signed agreement from us will be notified.
- No furniture or equipment owned by the **HUB** shall be removed from the premises unless it has been rented.
- Smoking is not permitted in the facility.
- Consuming drugs or alcohol is not permitted in the facility.
- Animals are not permitted in the facility.
- If you are storing products or ingredients for products in the facility, you must check your stock for current dates. No expired dates are allowed on premises.
- Rental time begins at the scheduled start time and ends at the scheduled stop time. All set up and clean up must be completed within the scheduled time. You must be out of the rental space by the scheduled end time.
- User must obtain and maintain the appropriate food service licensing from local health authorities. The renter shall be solely responsible for any fines or fees levied by the local health authorities related to their activities in the kitchen.

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

- Users will provide their own cleaning towels and supplies, cooking items, ingredients, utensils, small wares and other special items necessary to their specific production needs. The **HUB** will provide approved cleaning and sanitation chemicals for application by the user.
- Users will strictly follow the cleaning guidelines provided by the **HUB** before, during and after each use of the facility.
- Users must complete the approved “Cleaning Check List” after each kitchen use.
- All trash in and about the facility must be removed on a daily basis and placed in trash receptacles located _____. Compostable materials shall be placed in the compost container located _____. Recyclable materials should be removed from the facility and handled by the user.
- If the user fails to leave the facility in the proper condition, user will default the \$_____ cleaning deposit. A new deposit must be given before subsequent access to the kitchen is allowed. Upon a second such failure, this agreement will be terminated.
- The user shall not make any alterations, installations, repairs or redecoration (including painting) of any kind to the premises without first obtaining written permission from the **HUB**. Any repairs or installations must be completed by qualified persons. Work should be scheduled outside processing hours at a time approved by the **HUB**. All equipment must be CSA certified.
- The User will pay for any damage to the leased premises caused by an act of the user or any members of the user’s family, guest(s), customer(s), and/or employee(s).
- The user will give prompt notice to HUB of any maintenance required.

Health and Safety

- User shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with the renter’s use or occupancy of the kitchen.
- The user is solely responsible for supervising all individuals in the kitchen during your rental time. The user shall not admit more individuals than the capacity limits established by the **HUB**.
- Under no circumstances shall the renter allow any other organization or individual to use the kitchen for the period which the renter has contracted.
- The **HUB** shall maintain the kitchen in a sanitary and orderly state and ensure that all equipment owned by the **HUB** and available to the user operates to all applicable health and safety standards.
- The **HUB** reserves the right to evict individuals from the facility at any time if their conduct is deemed to be destructive or detrimental in any way.

To ensure the safety of all persons associated with the **HUB** facility, the user shall also comply with following duties:

1. **Worker Safety.** User is exclusively responsible to ensure that the user and its employees observe proper WorkSafe BC safety procedures while using the kitchen. All user employees must be registered with the **HUB manager** and have provided contact information in case of emergencies before being authorized to work at the **HUB**. No children under 16 are allowed in the kitchen when any food processing is taking place. Only the user and designated workers are allowed in the kitchen.
2. **Right of Inspection.** The **HUB** retains the right to enter and inspect operations at any time during use. The local health authority and/or any other governmental food and safety authorities shall have the right to inspect without prior notice at any time deemed necessary by their organizations. It is the responsibility of the User to understand and comply with all health and safety regulations.

Confidentiality

The User will inform the Hub whenever the user is disclosing confidential information. The Hub will make all reasonable efforts to prevent disclosure of the user's confidential information.

Security Deposit

A refundable security deposit in the amount of \$_____ has been deposited by the user with the **HUB**. The security deposit will only be returned to the user if the kitchen is returned in the same condition as it was received. The kitchen must be clean and have trash removed upon final inspection, before any/all portion of the security deposit will be returned. If damages are made to the property and the repair costs exceed the paid security deposit, the **HUB** reserves the right to charge the additional expenses to the user's credit/debit card on file.

No oral modification. This agreement may only be modified in writing and signed by the **HUB** and the User.

Indemnification and Liability

Users shall indemnify, defend and hold harmless the **HUB** from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injury to any person or persons or damage to property arising out of or in any way connected with user's use of occupancy of the kitchen.

Termination

This agreement shall continue unless terminated as provided in this section. User's obligations pursuant to the Confidentiality Section of this agreement and any financial obligation to the **HUB** shall survive the termination of this agreement.

1. **Voluntary Termination.** This agreement may be terminated at any time upon mutual agreement of the **HUB** and the User. User may terminate this agreement with 60 days notice.

2. 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 **HUB**. If more than three (3) days pass without corrective action taken by the User, the **HUB** may, in its sole discretion, terminate this agreement.
3. User property. Upon termination, User shall remove all of User's property from the **HUB** within 1 week. If User's property is not promptly removed, the **HUB** may enter, take possession of and remove User's property. User shall be liable for reasonable storage cost for any property removed in this way.

Term and Renewal of the Agreement.

The term of this agreement begins on _____ and ends at midnight on _____. The User has the option to give 30 days written notice before the end of the agreement period of the intent to re-new the agreement for use of the Hub or vacate the premises upon termination of the agreement.

Appendix A Product Form

The list of approved products you plan to produce is attached and forms part of this agreement.

- I have reviewed, understand and agree to the approved product list attached as Appendix A.

Appendix B Required Equipment

The confirmed list of equipment you need is attached and forms part of this agreement.

- I have reviewed, understand and agree to the confirmed equipment requirement list attached as Appendix B.

Appendix C Terms: Fees, Schedule and Storage

Your confirmed payment option and schedule are attached and form part of this agreement.

- I have reviewed, understand and agree to the approved schedule and payment plan attached as Appendix C.

Appendix D Orientation and good manufacturing practices training

Orientation training and good manufacturing practices must be completed by the user before using the processing facility.

- I have reviewed, understand, and agree to participate in the facility orientation training outlined in Appendix D.

Appendix E Cleanup

The cleanup checklists you are required to follow are attached as Appendix E and form part of this agreement.

- I have read, understand, and agree to the cleanup check lists attached as Appendix E.

Appendix F SOPs

The SOPs you are required to follow are attached and form part of this agreement.

- I have read, understand, and agree to the SOPs attached as Appendix F.

Signatures

User representative

Date _____

Hub Manager

Date _____