

DRAFT

KIRKSIDE KITCHEN FACILITIES AGREEMENT

This Kitchen Facilities Use Agreement (the "Agreement") dated by and between THE TOWN OF ROXBURY ("Owner") and _____ ("User"), providing for User's use of the Owner's Kitchen Facilities located at 1 Kirkside Place, Roxbury, New York (the "Property") provides as follows:

RECITALS

1. Owner is the owner of the Property and Kitchen Facilities and proposes to make such facilities available to User pursuant to the terms and conditions of this Agreement.
2. User is one of the following (select one)
 - a. Community member(s) who wishes to use the kitchen to create value-added product;
 - b. Caterer hired to cater an event being held at the Kirkside Pavilion, or another nearby location, who plans to prepare and serve food from the kitchen; OR
 - c. Community member(s) who wishes to rent the kitchen to utilize the refrigerator space for storage and use the kitchen amenities to prepare food for a private event as an add-on to renting the Kirkside Pavilion.

TERMS OF THE AGREEMENT

1. Right to Use Facilities. Owner hereby grants to User, and User hereby accepts from Owner the right to use the Kitchen Facilities, including, but not limited to, stoves, sinks, counters, and such other facilities, equipment, and services. All subject to the terms and conditions set forth in this Agreement. User shall schedule time for use of the Kitchen Facilities with Owner. Owner shall make its reasonable best efforts to provide access for User's use of the Kitchen Facilities at times so reserved and scheduled by User. Owner reserves to itself the sole right to determine the availability and suitability for use of the Kitchen Facilities.
2. Interference with Use. User shall use the Kitchen Facilities cooperatively and courteously with other users and in such a way so as not to cause disruptions in the use of the Kitchen Facilities. User shall not make any use of the Kitchen Facilities that, in Owner's sole discretion, disrupts the orderly operation of the Kitchen Facilities by others. Behavior deemed disruptive may, without limitation, include: arguing; fighting or menacing; theft; conversion; or unauthorized use of another's property; consumption of illegal drugs or alcohol; and sexual harassment.
3. Facilities Provided "As Is". The Kitchen Facilities are provided "As Is." OWNER IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, EVEN IF OWNER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. OWNER'S LIABILITY FOR DAMAGES UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS OF FEES ACTUALLY PAID BY USER FOR USE OF THE KITCHEN FACILITIES. OWNER MAKES NO

REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED AND THE PROPERTY OR KITCHEN FACILITIES PROVIDED FOR USERS'S USE UNDER THE PROVISIONS OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. Reporting of Injuries/Indemnification. User shall immediately notify Owner of the following: (a) any injuries requiring medical attention; (b) any damage to or malfunction of the equipment located in the Kitchen Facilities; and/or (c) any other condition that may affect the safe and orderly operation of the Facilities. User shall indemnify Owner for, and hold it harmless against, any damages suffered by Owner as a result of User's use and activities on the Kitchen Facilities. User shall be responsible for any damage, or loss, including personal injury and property damage, resulting from the use of the Kitchen Facilities by User. User is responsible to procure and maintain an insurance policy protecting User and Owner against damage to, or loss of, User's personal property present at the Kitchen Facility and releases Owner from any such responsibility. To the extent User has a general liability policy or homeowner/renter policy with general liability coverage, User shall provide Owner a certificate of liability naming the Owner as an additional insured in such policy. Users that are professional caterers hired for an event and using the Kitchen shall also provide proof of workers' compensation insurance.

5. Food Equipment Safety and Sanitation. User shall at all times maintain proper food handling and safe use of the equipment. After each use, and prior to User's departure, User will restore to a clean and sanitary condition any portion of the Kitchen Facilities used by User. User agrees to perform the cleaning tasks set forth on the checklist provided by Owner. User agrees it may be charged the cleaning fee for any cleanup required to be performed by Owner to bring the Kitchen Facilities to a clean and sanitary condition, within the sole discretion of Owner. Owner will provide the following cleaning supplies: dish soap, sanitizing spray, mop, and broom, as well as garbage bags and a disposal dumpster. User agrees to bring all other necessary equipment with them, including dish towels and sponges/rags. All Users will need their Food Handler Safety Certificate with them the day of the rental. Link listed below:

http://foodsafetytrainingcourses.com/new_york_food_safety_training_course.html.

A. Community members who wish to use the kitchen to create value-added product must also provide:

i. A Food Processing Establishment License per Article 20-C of NYS Ag & Markets.

Link:<https://agriculture.ny.gov/system/files/documents/2021/03/fsi-303.pdf>.

B. Caterers hired to cater an event being held at the Kirkside Pavilion, or another nearby location, who plan to prepare and serve food from the kitchen must provide:

i. Permit to Operate issued by NYSDOH.

Link: <https://www.health.ny.gov/forms/doh-3915.pdf>.

6. Term, Fees and Security Deposit. User shall pay Owner the following fees:

A. A refundable security deposit in the amount of \$50.00 Dollars (the "Security Deposit") to apply to costs for damages that might result from User's use of

the Facilities, payable concurrently with the execution of this Agreement by the User. User shall be responsible for the actual cost of any damage to the Facilities caused by User;

B. Daily Rates According to User Type

- i. Community members who wish to use the kitchen to create value-added product:
 1. Full-day: \$75.00
 2. Half-day: \$50.00
 3. Scheduled repeat full-day use for _____: \$ _____
(duration of use)
 4. Scheduled repeat half-day use for _____: \$ _____
(duration of use)
- ii. Caterers hired to cater an event being held at the Kirkside Pavilion or another nearby location, who plan to prepare and serve food from the kitchen: \$100.00.
- iii. Community members who wish to rent the kitchen to utilize the refrigerator space for storage and use the kitchen amenities to prepare food for a private event as an add-on to renting the Kirkside Pavilion: \$75.00.
 1. The opening and closing of the kitchen will be the same as the Kirkside Pavilion's Agreement time(s). Change to this or other requests can be possible upon the Owners approval (other charges may apply).

Owner: The Town Of Roxbury

Signature: _____ Date: _____
Sign

I (User) _____ Agree to the above information.
print

Signature: _____ Date: _____
sign