



JOHN FORD COMMUNITY KITCHEN (JFCK)

USER SERVICES CONTRACT

The CCRD wishes to encourage the use of Calhoun County facilities by the community as long as the use is lawful. Community use of facilities is subject to the terms of Calhoun County Policy and Procedures and the current schedule of user fees. Funds may be charged for the use of our facilities to help with facility up keep only. Permission to use a particular facility may be denied based on a belief that the activity proposed may not be in the county’s interests, or due to the level or previously scheduled use. No person shall be denied the full enjoyment of the facilities because of race, creed, color, sex, or origin.

___ Please check if your information has changed since last contract period

FULL LEGAL NAME OF BUSINESS: _____

BUSINESS TYPE: ___Sole Proprietorship ___Partnership or LLC ___Corporation ___Non-Profit ___Other

NAME AUTHORIZED REPRESENTATIVE _____ TITLE _____

BUSINESS LICENSE INFORMATION _____ FEDERAL TAX ID _____

BILLING ADDRESS _____ CITY/STATE/ZIP _____

DAYTIME TELEPHONE _____ FAX TELEPHONE _____

EMAIL ADDRESS _____

This User Services Agreement is between the User (identified above) and Calhoun County (also referred to here as JFCK) and is effective upon the date of execution shown below. User and JFCK agree to the following terms:

SECTION 1: SERVICES. JFCK will provide User with nonexclusive access to and use of JFCK’s commercial food manufacturing facility (“Facility”), subject to the terms of this Agreement.

- I. **Facility.** The Facility is a shared-use facility; equipped with commercial food production and packaging equipment, dry and refrigerated storage, and other production equipment. JFCK shall maintain the Facility in a sanitary and orderly state and ensure that all equipment available to User operates to all applicable health and safety standards.
- II. **User Prerequisites.** All users of JFCK will have completed the following activities and provided appropriate documentation to the JFCK before User may enter and use the facility:
 - a. Completed applicable items on most current New User Checklist.
 - b. Completed application form with proof of all required documentations
 - c. Paid security deposit and completed user services contract
 - d. Successfully completed the JFCK Facility Orientation and Training

- III. **Authorized Products.** User must submit notification in advance, and be specifically authorized by JFCK prior to producing each food product. If the product is an acidified food which requires a Schedule Process, a copy of the Certificate of Attendance at an approved Better Process Control/Acidified Foods Manufacturing School must be on file at JFCK, along with all letters of scheduled process, 2541(a)'s filed with the FDA; and Process Production Sheets for every production. Other products, such as fermented, dried, or unpasteurized products may also require a Scheduled Process from an approved authority (usually a University-based Food Scientist).
- IV. **Scheduling of Use.** Because the Facility is a shared use facility, JFCK shall control the times and manner of all Users' access to and use of the Facility. User shall request use of the Facility in advance. JFCK will make its best efforts to create a schedule for use of the Facility that accommodates all Users' reasonable requests.

SECTION 2: PAYMENT TERMS. User will pay JFCK rent for each hour or part thereof. User occupies the Facility and uses the Services described in Section 1 of this Agreement according to the following terms:

- I. **Fee Schedule.** The fees for various users of the Facility and/or equipment are set out in the Fee Schedule, attached to this Agreement. JFCK may change this fee schedule at any time and JFCK will notify users as soon as possible in advance of changes.
- II. **Payment Terms – New User.** Each User will pay for Facility use on a “pay as you go” basis for the 1st three months of using the Facility. JFCK will provide User with a bill after each use. **Payment is due upon receipt.** User may not use the Facility until all outstanding bills are paid.
- III. **Payment Terms – Good Payment History.** After 3 months of on-time payments, JFCK will bill User for Facility and storage use at the end of each calendar month. Payment is due upon receipt. If user pays any bill late, JFCK may require User to pay under New User payment Terms. A Late Payment Fee may be charged for payments made more than 60 days after date of invoice.
- IV. **Late Payment.** User will pay a Late Payment Fee on all outstanding balances more than 60 days after the date on each invoice. The Late Payment Fee will be 1.5% per month for all past due User Fees and other invoiced expenses. Should any amount remain unpaid for more than three (3) months, JFCK may at its discretion suspend User's rights to use the Facility under this Agreement until User's entire outstanding balance is paid in full. Legal action may be pursued against your unpaid balance.

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

- I. **Rental and Use Polices.** User acknowledges that User has received and read the **Schedule of Fees, Rental and Use Polices, and Standard Operating Procedures.** Copies of these documents are attached to this agreement. JFCK reserves the right to amend any or all of these Policies at any time upon written notice to User. If User violates these Policies, JFCK may impose a fine upon User, and upon repeated violation, JFCK may at its discretion terminate Agreement. User agrees

to comply with all of the rules and obligations set forth in the Rental and Use Policies as currently stated and as modified at any time in the future.

- II. **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 JFCK informed of any changes in User's legal identity, address or other contact information.
- III. **Security.** User agrees that JFCK assumes no responsibility for the security of any equipment or supplies the User brings for their use in the facility.
- IV. **Food, Ingredients, and Equipment Safety and Sanitation.** All Users and their employees are required to successfully complete the JFCK Facility Orientation and Training before they may use the Facility. New employees must be trained by JFCK staff during their first month of employment by the User. It is the responsibility of the User to arrange this training at the convenience of JFCK staff and their employee. Each person using the facility must receive specific authorization before using the Facility and certain equipment.
- V. **Housekeeping Policies.** User policies include but not limited to the following:
 - a. No equipment or items owned by JFCK shall ever leave the premises. Furthermore, Users are forbidden from using products, ingredients, tools, equipment, or any other items that belong to other Users of the JFCK, without prior permission. Violation of this will result in the immediate loss of the JFCK Facility.
 - b. Users will strictly follow the Standard Operating Procedures and Equipment Cleaning Guidelines provided by JFCK before, during and after each use of the facility.
 - c. If User fails to leave the facility in the proper condition, User may receive a warning and be responsible to pay the actual cost of the cleaning the facility as determined by JFCK. If the cleaning deposit needs to be used for this, the User will have to repay the cleaning deposit before using the facility again.
- VI. **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 transfer of the User's security key card. The User shall not grant access or allow a third party to operate in the Facility any time. Violation of this duty is grounds for immediate termination of this Agreement and the Immediate discharge of the User from the Facility.
- VII. **Signs and Advertising.** No signs or advertising matter shall be painted or attached in any way on the JFCK premises.

SECTION 4: HEALTH AND SAFETY RESPONSIBILITIES. To ensure the safety of all persons associated with the JFCK facility, User shall also comply with the following:

- I. **Liability.** Calhoun County 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 User's use, operation, occupancy of JFCK premises, or sale or distributing of any product manufactured on the premises. The Users covenant and agree to indemnify, defend, and hold harmless Calhoun 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 JFCK premises, or any portions thereof, or resulting from the sale, distribution, and use of any product manufactured by the User on the JFCK premises.

SECTION 5: CONFIDENTIALITY. User and JFCK agree and acknowledge that the Facility is a shared-use facility, and may be occupied and used simultaneously by similarly situated third-party (“Others”). The Parties further acknowledge and agree that the conduct of User’s business and the production of User’s products may involve the use of recipes, techniques, formulations, sources of ingredients, financial and business records and other information that is owed and used exclusively by the User that 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 that applies to the conduct of their own business. User and JFCK acknowledge and agree that User’s Confidential Information may be disclosed to JFCK for the purpose of providing product authorization, training or Business Services to User.

- I. Confidential Information does not include information that is already known to JFCK, to the public or 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.

SECTION 6: TERMINATION. This Agreement shall continue indefinitely unless terminated as provided in this Section. User’s obligations pursuant to Section 5 (Confidentiality) of this Agreement and only financial obligation to JFCK shall survive the termination of this Agreement.

- I. **Annual Renewal.** The Parties may elect to renew the Agreement for additional terms of one year. JFCK may in its discretion modify the terms of this Agreement upon renewal and may require User to execute a new version of this Agreement as a condition of renewal.
- II. **Voluntary Termination.** This Agreement may be terminated at any time by either party upon thirty days (30) written notice to the other party.
- III. **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) days after receiving written notice of such from JFCK. If more than three (3) days pass without any corrective action taken by the User, JFCK may, in its sole discretion, terminate this Agreement. This Agreement may also be terminated as provided in Sections 3.I, 3.V and 3.VI of this Agreement.
- IV. **User Property.** Upon termination, User shall remove all of User’s property from the Facility. If User’s property is not promptly removed, JFCK may enter, take possession of and remove User’s property. User shall be liable to JFCK for a reasonable storage cost for any property removed in this way.

SECTION 7: MISCELLANEOUS PROVISIONS.

- I. **Jurisdiction and Venue.** Any dispute regarding this Agreement shall be resolved in the courts of Calhoun County, South Carolina, and according to the laws of South Carolina.
- II. **Relationship of the Parties.** This Agreement shall not be construed to form partnerships or any other business association between the Parties other than independent parties to contract. User, its officers, agents and employees are not employees or agents of JFCK.
- III. **No Oral Modification.** This Agreement may only be modified in writing signed by the parties.

SECTION 8: Enjoyment. This shared-use commercial Facility is a unique facility meant to be useful to and enjoyed by its Users. The Facility has been furnished to accommodate a wide variety of businesses. It is necessary that all Users work 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 JFCK to aid the many persons that may desire to start their business and provide a clean and workable space for all parties. We wish each User’s business the greatest success with their product and with their business. May each grow and prosper and become a contributing member of our community.

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

COUNTY OF CALHOUN

By: _____
Signature of County Representative

Legal Name of User’s Business

By: _____
Signature of Business Owner/Authorized Representative

Name Printed

Title