

Union Bay Community Club and Recreation Association (UBCC)
5401 S. Island Highway, P. O. Box 335
Union Bay, B.C. V0R 3B0
250-335-2500

Commercial Kitchen User Services Contract

This User Services Contract is between the User as identified below and the Union Bay Community Club and Recreation Association (UBCC) and is effective upon the date of execution shown below. The User and the UBCC agree to the following terms:

User and UBCC agree to a reevaluation of terms on a semiannual basis. Any amendments to this agreement can be made only during reevaluation, with the exception of the Covid Relief Offer noted on Attachment C, which will be reevaluated quarterly.

User will give 30 days written notice before the end of the agreement period of intent to renew agreement for said premises or vacate upon termination of the agreement.

Date: _____

Contract Information: Please fill in all blanks.

Legal Name of User(s): _____

Business Name: _____

Title: _____

Address : _____

City/Province: _____

Postal Code: _____

Home Phone: _____

Mobile Phone: _____

Business Phone: _____

Fax: _____

Email Address: _____

Website: _____

Please describe the products you plan on producing at the commercial kitchen.

Please check all the categories that apply to you or your products produced at the UBCC Kitchen:

- Caterer/personal chef
- Baked goods (breads, cakes, pies, etc...)
- Farmer, adding value to produce (bagged vegetables, apple slices, etc.)
- Specialty food producer: frozen products
- Specialty food producer: canned/jarred product (salsas, sauces, dressings, pickles, jams, etc)
- Specialty food producer: refrigerated product (fresh salsa, dips, etc.)
- Herbal products for human consumption (teas, spice mixtures, etc.)
- Herbal products for topical use (salves, creams, sprays, etc.)
- Dried products (tomatoes, mushrooms, apples, soup or sauce/mole mixtures)
- Meat, or fish products
- Deep fried products
- other, please describe in detail:

Do any of your products require a Scheduled Process (acidified foods such as pickles, relishes, chutneys, dressings, etc...)?

Check one Yes No

Services: UBCC will provide User with access to and use of the commercial kitchen, subject to the terms of this agreement.

Facility: The kitchen is a shared-use facility, equipped with commercial stove, oven, sinks, refrigerators, freezers, tables, dry and cooler storage and other food preparation equipment. UBCC shall ensure the kitchen is maintained in a sanitary and orderly state and ensure that all equipment available to User operates to all applicable health and safety standards. It is the User's responsibility to furnish all small wares needed for their food processing. It is also the User's responsibility to ensure the kitchen is left in a sanitary and orderly state at the end of the User's day.

The User furnishes own food, spices, bowls, spoons, towels, pots, pans, cleaning supplies (dishwashing liquid, cleaning cloths, trash bags), etc. When the processing is completed for the day, User will remove their food and equipment from the kitchen and either store on shelves rented at the kitchen or take home. UBCC will not be held responsible for misplaced items. The User and UBCC agree that the following basic kitchen supplies will be provided as part of the monthly or hourly rate: Mop, Mop Bucket, Broom, Dust Pan

User Prerequisites: All Users of the kitchen will have completed the following activities and provided appropriate documentation to the Rental Manager before User may enter and use the facility:

- Completed contract
- Copy of General Liability/Product Liability Insurance
- Copy of Food Safe certification

Authorized Food Products: User must obtain specific authorization from UBCC prior to producing each food product.

Scheduling of Use: Because the kitchen is a shared use facility, UBCC shall control the times and manner of all Users' access to and use of the kitchen. Users shall request use of the kitchen 24 hours in advance. UBCC will make its best efforts to create a schedule for use of the kitchen that accommodates all Users' reasonable requests.

Reserved Kitchen Time is allocated based on seniority and current usage of the kitchen. User understands that his/her Reserved Kitchen Time will be evaluated quarterly, and acknowledges that in order to keep his/her Reserved Kitchen Time he/she must show consistent usage of that time. Times can be viewed through the kitchen calendar which will be placed in the kitchen and may be delivered over email.

User agrees to sign in and sign out on the provided Kitchen Usage log, which will be posted in the kitchen, each time kitchen access is gained.

Payments: User will pay UBCC rent depending on the specific agreement. Payments must be e-transferred to treasurer@ubcc.ca on the first day of each month. See specific agreements in Attachments A, B & C

UBCC will provide User with an invoice at the end of each month. User may not use the facility until all outstanding bills are paid. A late payment fee will be charged for payments made more than seven days after receipt of invoice.

Rental and Use Policies: User acknowledges that User has received and read Rental and Use Policies (see Attachment B). UBCC reserves the right to amend the rental and use policies at any time upon written notice to User. If User violates these policies, UBCC may impose a fine upon User; upon repeated violation, UBCC may in 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.

1. **Contract 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 UBCC informed of any changes in User's legal identity, address and other contact information.

2. **Security.** User agrees that UBCC assumes no responsibility for the security of any equipment or supplies the User brings for their use in the facility.

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

1. 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.
2. No equipment or items owned by the Kitchen shall ever leave the premises. Removal of any equipment will lead to loss of \$100 cleaning deposit.
3. Users will strictly follow the cleaning guidelines provided by UBCC before, during and after each use of the facility.
4. Users must perform and fill in the "Cleaning Check List" after each kitchen use, and leave them in the designated area.
5. If User fails to leave the facility in the proper condition, User will default the \$100 cleaning deposit. A new deposit must be given before subsequent access to the kitchen is allowed. Upon a second such failure, this agreement shall be terminated.
6. The User should make no alterations, installations, repairs or redecoration (including painting) of any kind to the premises without first obtaining written permission from UBCC.
7. 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).
8. The User will give prompt notice to UBCC of any maintenance required.

Assignment: User may not transfer or assign User's privileges under this agreement to any third party. 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, requiring no further notice from UBCC.

Signs and Advertising: No signs or advertising matter shall be painted or attached in any way on the UBCC premises.

Health and Safety Responsibilities: To ensure the safety of all persons associated with the Kitchen facility, User shall also comply with following duties:

1. **Worker Safety.** User is exclusively responsible to ensure that User and its employees observe proper WCB safety procedures while using the kitchen. All User employees must be registered with the UBCC Rental Director and have provided contact information in case of emergencies before being authorized to work at the Kitchen. No children under 16 are allowed in the kitchen when any food processing is taking place.. Note that only the User and designated employees are allowed in the kitchen.
2. **Right of Inspection.** UBCC retains the right to enter and inspect operations at any time during use. VIHA 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.

Liability: UBCC 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 on UBCC premises, or sale or distributing of any product manufactured on the premises. The Users covenant and agree to indemnify, defend, and hold harmless UBCC and its employees and directors 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 UBCC premises, or any portions thereof, or resulting from the sale, distribution, and use of any product manufactured by the User on the UBCC premises.

CONFIDENTIALITY:

In the course of dealing with UBCC and its officers and employees under this agreement, User shall take care to inform UBCC whenever User is disclosing confidential information to UBCC. UBCC shall make all reasonable efforts to prevent disclosure of User's confidential information to any third party. Confidential Information does not include information that is already known to UBCC, 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.

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 UBCC shall survive the termination of this agreement.

1. **Voluntary Termination.** This agreement may be terminated at any time upon mutual agreement of UBCC 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 or the Rental and Use Policies within three (3) days after receiving written notice of such from UBCC. If more than three (3) days pass without corrective action taken by the User, UBCC may, in its sole discretion, terminate this agreement.
3. **User property.** Upon termination, User shall remove all of User's property from the UBCC within 1 week. If User's property is not promptly removed, UBCC may enter, take possession of and remove User's property. User shall be liable to UBCC for reasonable storage cost for any property removed in this way.

Miscellaneous Provisions.

Relationship of Parties. This agreement shall not be construed to form a partnership 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 UBCC.

No Oral Modification. This agreement may only be modified in writing and signed by the parties.

Enjoyment. This shared-use commercial 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 and community events. 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 UBCC 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.

Term and Renewal of Contract.

The term of this Contract shall begin on _____ and shall end at midnight on _____. User shall have the option to renew contract with 60 days notice. This agreement is executed this _____ day of _____, 20____, by the duly authorized representative of each party.

Union Bay Community Club

By _____ , _____
Authorized Signature for UBCC. Printed Name and Title

By _____ , _____
Authorized Signature for USER. Printed Name and Title

Attachment A- Fee Schedule

Daily Rate for Kitchen Use- (based on a 24 hour system): First 4 hrs @ \$25/hr. Each hour after that @ \$20/hr.

Rental per Locked cupboard – dry storage: \$25 per month

Rental of fridge space in back: \$25 per month

Rental for use of UBCC freezer: \$25 per month

Cleaning Deposit: A refundable one time fee of \$100 will be required. (if Kitchen is left dirty the deposit will not be refunded, and a new deposit required before subsequent kitchen entry).

Cleaning fee (if Kitchen is left in unacceptable manner): \$100

Cancellation fee (when 24 hours' notice is not provided): \$50

These fees may be changed at any time by UBCC. User will be given minimum of 30 days notice for all changes.

Attachment B- Rental and Use Policies

Dry Storage: Fees are charged on a monthly basis payable in advance. All items must be clearly identified and labeled with the User's name. Opened food items must be stored tightly covered in LABELED containers. No cardboard boxes are allowed in dry storage as they are breeding grounds for rodents and insects, except as the original boxes for jars and bottles.

Fridge Storage: All items must be clearly identified, labeled, and dated with the User's name. Food items must be stored tightly covered. Remember that you are paying for cooler storage by the shelf. It is to your advantage to arrange your items in the most space efficient way, keeping in mind sanitation guidelines that dictate raw eggs on bottom shelves. You are also reminded that you must clean and sanitize your storage area at least once a week. You should mop your area immediately if there are any spills.

Fridge Use: The fridge in the main part of the kitchen may be used while User is in the kitchen. It must be emptied and cleaned inside and outside at the end of each day.

Stove Use: The stove and oven and surrounding floor and walls must be cleaned at the end of use each day.

Garbage Disposal: Use the UBCC garbages. User to remove their own composts and recycling. No garbage should ever be left inside the kitchen at the end of a day. No compost may be left in the facility. This will lead to a loss of cleaning deposit. Multiple infractions will lead to termination of contract.

Kitchen Use: Users must request use of a food processing area at least 24 hours in advance. If space is available, requests will be accepted. Users must call or email the UBCC Rental Director, who will notify the User if the requested facility and equipment is available.

Shared Use Facility: Please remember that this is a shared-use facility. Empty trash containers in the facility into the dumpster and leave trash can clean. Please help take care of our community kitchen by sweeping the floor, wiping out the sinks or anything else that you see needs attention. NO FOOD BITS SHOULD BE LEFT IN THE SINK, STRAINER, ON THE FLOOR OR ON COUNTER TOPS. This space is for your convenience.

Cancellations: Cancellations of kitchen use must be received as soon as possible but NO LATER than 24 hours in advance. Repeated cancellations may result in the User being denied use of the facility.

No Shows: If no cancellation notice is received 24 hours in advance of scheduled kitchen time, then the “no-show” User will be charged a \$50 fee for the no-show.

Sign-In Sheets: All Users are required to sign in when they arrive at the facility. All Users must complete a facility checklist to note any areas of the kitchen that need attention. Users sign out when they are finished cleaning the facility. Failure to accurately sign in and out may result in the User being denied use of the facility.

Cleaning time: Cleaning time at the end of each User’s operation is essential to ensure thorough cleaning and sanitation. Please make sure to allow ample time for thorough cleaning.

Facility Failure: In the event of equipment failure or other facility issues that compromise production, no charge will be made for lost hours. Users MUST fill out a Facility Incident Report within 24 hours of the occurrence to be eligible for a credit. UBCC shall be responsible for the following maintenance duties during the term of this agreement except to the extent that any such item is made necessary by the acts of the tenant, tenant’s family, guest(s), customer(s), and/or employee(s):

- A. Repairs to the interior of the premises including the named equipment.
- B. Coordination of kitchen schedule and general kitchen operations.

If the building is destroyed and made untenable by fire or other causes, UBCC or user shall have the right to terminate the lease, and UBCC shall return the unused portion of any pre-paid rent. Nothing herein shall be construed so as to compel the landlord to rebuild the premises in case of destruction.

Eligible User: Only those Users and their employees that are registered and authorized by the UBCC are allowed to be in the production areas. No Children Under 16 are allowed in the kitchen area when food processing is taking place. No unsupervised children are allowed in the facility at any time. No Live Animals are allowed inside the building at any time.

No Smoking inside or within 10 feet of any doorway of the UBCC is allowed.

Small Wares: Users will provide their own towels, cooking items, pans, small wares and other special items necessary to their specific production needs unless special exceptions are made on a case to case basis. Do not leave your personal small wares in the kitchen. Do not leave dirty cleaning rags behind. They will be disposed in the garbage if left behind.

Kitchen Property: No equipment or other items belonging to the Kitchen is ever allowed to leave the premises.

Fine: The fine for violation of facility rules is a maximum of \$150.00 per occurrence.

Attachment C- Individualized Payment Plans

All payments should be made by e-transfer to treasurer@ubcc.ca unless otherwise agreed. UBCC and User agree that:

1. If this agreement has no specific term (month to month only) either party will give 30 days written notice before end of any rental month before terminating the agreement.

2. The User shall pay Kitchen either:

A. **A daily rate** (8 hours maximum) of \$180 for infrequent users of the kitchen. Payable in advance of use. Extra charges will apply if cleaning is necessary.

B. Flat rate rent to be delivered to treasurer@ubcc.ca on the first day of the month. Additional rent for additional days used to be delivered to treasurer@ubcc.ca within 7 days of the e-mailed invoice. Any rent not received by UBCC during this week shall be delinquent and all privileges of this contract are null and void. If the rent due/ delinquent date falls on a weekend or holiday, it is the User's responsibility to ensure rents are still paid on time.