

## Badger Prairie Needs Network Commercial Kitchen User Contract

Business/Organization Name: \_\_\_\_\_

Owner/Operator: \_\_\_\_\_

Business Address: \_\_\_\_\_

Cell Phone: (\_\_\_\_)\_\_\_\_-\_\_\_\_ E-mail: \_\_\_\_\_

Business Website URL: \_\_\_\_\_

Purpose of Kitchen Use (products made, educational, etc.):  
\_\_\_\_\_

Dates/Times Requested: \_\_\_\_\_

Others under your control who will be in the kitchen during your rental (Under age 16 not permitted)

Full Name	Email	Phone	Over 18? Y/N
		( ) -	
		( ) -	
		( ) -	
		( ) -	

This Contract is between Badger Prairie Needs Network (BPNN) and the Owner/Operator for the Business (User) named above. BPNN provides use of the kitchen to food-based businesses per the terms of this Contract as a means of funding BPNN’s work in fighting hunger and ending poverty in the communities we serve. The parties agree to the following terms:

**Services:** This Contract is not valid until both parties sign it, the non-refundable training fee (referenced below) has been paid, and all other requirements of BPNN have been met. If this Contract is signed by BPNN, the organization will provide the User with access to, and use of, the commercial kitchen at 1200 E Verona Ave, Verona, WI. User is subject to all terms of this Contract and agrees not to interfere in any way with other activities on the premises during the rental. This contract does not include use of any other space at BPNN, including coolers and storage space, unless terms and fees are added to this agreement.

**Shared Facility:** The kitchen is a shared facility where multiple users at any time may be utilizing the space. As such, it has been furnished to accommodate a wide variety of needs. Users should expect to share the space with others and this contract does not provide for or guarantee exclusive use of the space. BPNN controls the time and manner of all Users’ access to the kitchen, notwithstanding anything in this Contract and BPNN always has priority for use of this space for its operations and needs.

**Prerequisites before Use:** User must complete the following before the date of first use of the kitchen:

- Sign this contract
- Sign the Shared Kitchen Requirements and Statement of Understanding
- Provide proof of insurance as described in this document
- Provide proof of current ServSafe Food Safety Manager Certification
- Provide proof of any necessary permits/licenses required by government regulators for operations

- Sign Public Health Work Rules for Ill Food Employees
- Complete BPNN training on kitchen equipment and pay the training fee

**Training:** The User agrees to attend training on equipment operation, location and storage of small wares, security and fire prevention protocols, sanitation, and using the calendar to book kitchen time with the kitchen manager. A \$100 training fee is assessed and payable at the start of the training session.

**Insurance:** User shall obtain and maintain, at its expense, \$1,000,000 General Liability, and \$300,000 Damage to Rental Premises insurance coverage for each occurrence. The policy will name BPNN as an additional insured/co-owner of the certificate and loss payee and list Badger Prairie Needs Network, 1200 E Verona Ave, Verona WI 53593 as the location insured. All policies shall be primary without the right of contribution from any insurance carried by BPNN. The User shall furnish BPNN endorsements and certificates evidencing the coverage required above annually prior to the expiration of any current policy.

**Scheduling:** Using the Kitchen Scheduling system (currently Google calendar) no rentals may be booked beyond 30 days from the booking date. It is expected that all reservations be booked in advance and that all users work collaboratively to work out shared use scheduling. When booking time, Users should allow adequate time for clean-up (including returning clean items to assigned storage) to avoid further charges and disruptions to other kitchen activities. The User agrees to be respectful of the shared-use nature of the kitchen and to arrive only at the time designated and not to continue use beyond the time agreed to in this Contract or, in the case of recurring use, the times approved on the kitchen schedule. When multiple Users request the kitchen for the same time, users are encouraged to work these details out amongst themselves and contact the kitchen manager with any issues. Cooperation will benefit everyone and will allow harmony on the premises.

**Security:** User assumes responsibility for kitchen security during and immediately following use. If the facility is not open to the public during use, the User also assumes responsibility for facility security during and immediately following use. An access control fob will be issued to the User for accessing the facility. The fob may not be shared or provided to any person other than the user without express and written permission from the kitchen manager. Lost fobs will be replaced for a fee of \$20.

**Payment:** In exchange for use of the kitchen, User agrees to pay to BPNN \$25 for every hour and portion of an hour of kitchen use. Kitchen use includes set up, storage, and clean up time. Users will record all arrival and hours on the Kitchen User timesheet and reconcile hours to payment due at the end of each month. Timesheet records must remain in the kitchen and available for inspection. Paid time commences when the User enters the facility.

Payment for kitchen use in the previous month is due on the 1<sup>st</sup> of the month. No invoices will be issued. And it is the responsibility of the user to stay current on rental fees. A minimum fee of \$100 per month will be incurred regardless of the number of hours used. (For example, if the user is on the premises for only 3 hours in the preceding month, a minimum payment of \$100 is due.) Payment can be made by check, charge card, PayPal, or Venmo.

**Storage:** Onsite storage is extremely limited. A separate fee for storage of User's items may be negotiated with the kitchen manager as space permits. Users without a storage agreement shall promptly remove personal property from the facility at the end of each scheduled shift. User may not bring items for storage at the facility prior to use without the express permission of the kitchen director and items left by the User may be discarded without notice. If applicable, storage and removal costs may be assessed to the User and any resulting fee must be paid prior to future use of the facility. This contract provides for \$ \_\_\_\_\_/week for \_\_\_\_\_ storage. Initials \_\_\_\_\_

**Food Safety:** The User is exclusively responsible to ensure that all employees and guests to the kitchen during use: 1) observe proper food safety procedures as defined in the Wisconsin Food Code, 2) operate BPNN equipment as described during training and if not trained, in accordance with equipment manuals, and 3) comply with health reporting and work

exclusion guidance. User must have a ServSafe certified kitchen manager present during food preparation activities. Food code requires employees to notify the person in charge (User) of specific symptoms and illnesses, and that the person in charge will assure that employee's exclusion or restriction from work duties to prevent transmission of foodborne illnesses. The User agrees to report such health-related exclusions to the appropriate regulatory agency. In the event of an employee being excluded from work in the kitchen due to Norovirus or Covid, and that individual entered the BPNN facility prior to exclusion, the USER will immediately contact the Kitchen Director to determine sanitation protocols. User must provide a copy of any sanitation inspection report from a regulatory authority within 1 week of inspection.

**Housekeeping Policies:** The Prairie Kitchen is a licensed restaurant and is regularly inspected by state and local regulators. As the operator of a commercial food business, keeping the kitchen in inspection ready condition is a shared goal for all of us.

User agrees to:

1. Leave the kitchen as clean, or cleaner, than you found it.
2. Never remove anything from the kitchen that you did not bring in.
3. Never deep fry anything in the kitchen.
4. Use your own aprons, linens, hot pads, disposable gloves, hairnets, take-away containers, foil, and cling wrap.
5. Wash all surfaces before and after use. Chemicals are pre-mixed in the spray bottles next to the double sink. Remember to wash the bottom shelf of both tables
6. Use the small gray trash can under the worktables for raw meat/smelly waste.
7. Use the dish machine to wash items used during food preparation. Always run the condensate fan with the dish machine.
8. Clean up spills immediately. The mop sink, bucket and mop are in the servery. Refill mop heads are located on the shelf above the mop sink.

Before leaving:

9. Wipe down all surfaces, including sinks, cooking surfaces, counters, and tables.
10. Wash & sanitize all tools using the dish machine.
11. Place all equipment back where you found it and store face down. Do not leave racked dishes for others to put away. You must complete cleanup during your use.
12. Drain the dish machine, clean the catch tray, and clean/sanitize the attached tables and sink. Wipe off machine surfaces that you have touched. Turn the machine and the condensate fan OFF.
13. Sweep floors (including under the tables and cook line) – broom/dustpan are in the mop sink area.
14. Make sure all knobs on ovens/griddle are OFF. If the hood light stays on, you likely have a knob turned on.
15. Take smelly trash to the dumpster.
16. Turn room lights off and close the kitchen door when you leave.
17. If you are the last to leave the building, make sure the lock on exterior door is fully engaged.

If the condition of the kitchen following your use is deemed insufficient by the kitchen director, BPNN volunteers will clean to the expected standard and the USER shall be assessed a \$25/hour per person fee that is payable before the next scheduled use of the facility. BPNN reserves the right to cancel this agreement in its entirety without advance notice in the case of repeated failure to keep the space inspection-ready following use.

**Assignment:** User may not transfer or assign any privileges under this Contract to any other party. User shall not grant any person or organization access to the premises, except those persons named above.

**Right of Inspection:** BPNN retains the right to enter and inspect operations at any time during use. There is no requirement for prior notice for any inspection.

**No Smoking/No Weapons:** The premises of 1200 E Verona Av, Verona, WI, is a **no smoking and no weapons environment**. User agrees to abide by this policy and to ensure that anyone the User permits on the premises will also abide by this policy.

**Modification:** This Contract shall be modified in writing only, and User's authorized representative and an authorized representative of BPNN shall sign all modifications.

**Release of Liability and Indemnification:** User, and all whom User permits on the premises of 1200 E Verona Av, Verona, WI, hereby release all claims of any kind, whether in tort or contract, contribution, indemnification, or any other theory of recovery against BPNN, its board of directors, and/or insurer. User agrees to be responsible for injuries of any kind suffered by User or anyone the User brings to the premises during the rental period. User agrees to hold BPNN, or any of its directors or agents, harmless for all claims against User arising from the use of the facility. Consideration for this release is permission to be on the premises to use the kitchen.

By signing this form, User agrees to all the terms of this Contract. This Contract is not intended to be an express or implied promise to permit use of the facility at 1200 E Verona Av, Verona, WI, beyond the dates and times of use in this Contract. Any disputes regarding this Contract shall be resolved pursuant to the laws of the State of Wisconsin. This Contract constitutes the entire agreement between User and BPNN and supersedes all previous verbal or written agreements between User and BPNN.

For User: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Signature of User

For BPNN: \_\_\_\_\_ Date: \_\_\_\_\_  
Marcia Kasieta, Prairie Kitchen Director