



Application Guide for Users

To become a user of the Pretzel City Kitchens, you must complete the following items. You will receive support from the staff to help you complete these tasks. The completed documentation is valid for one year, upon which time the user will be required to resubmit.

We are always looking for ways to improve, so we welcome your feedback. Please let us know if there is anything we can do to improve your experience at Pretzel City Kitchens.

Required

User Application

Kitchen users must indicate the food product they plan to produce in the kitchen. Due to cross-contamination issues, not all food products will be allowed to be processed in the kitchen. Pretzel City Kitchens staff will review and approve applications, and you will be notified.

With the completed application, you must provide:

Insurance

Proof of product liability coverage, with a minimum of one million dollars per occurrence is required. You can contact your personal insurance agent for details on how to obtain this insurance coverage or be a part of our insurance pool.

Intake Fee

Once you've decided that you want to go ahead with making your product there is an application and orientation fee of \$50. This fee helps cover some of our administrative costs.

Food Safety and Sanitation Course Certificate

Kitchen users need to obtain a "ServSafe" or comparable certificate of completion. This class is offered locally and a class schedule will be provided.

After your application has been reviewed and approved, you will need to do the following:

Facility Use Agreement

Users will need to read and sign the Facility Use Agreement. This agreement outlines the fee schedule, the required food product liability insurance, as well as facility services that we provide.

Pretzel City Kitchens Rules

Users will familiarize themselves with the Kitchen Rules.

Licensing

A license will be issued by the Stephenson County Public Health Department, depending on the type of food production you will be conducting.

If you are catering or selling ready-to-eat foods you are required to contact Stephenson County Public Health Department. They will review all local regulations with you and help determine your licensing needs and fees. Contact information will be provided to you by the Pretzel City Kitchens staff.

Kitchen Access

You will be given an electronic key fob for access to Pretzel City Kitchens facility. These may only be used by the registered user or their registered agent. When you terminate your kitchen use, you will need to return the fob. You must use the fob to enter the facility, as this is how we record your time in the facility.

Rent Payment

Payment for your use of the Pretzel City Kitchens is due online at the time of booking. Rental rates can be found on our website.

Security Deposit

Users who book 10 hours a week or more will be required to pay a security deposit of \$200, or a valid and current credit card must be on file. This is to cover any charges that are not otherwise paid by the user, including cleaning charges for cleaning not done adequately and other charges incurred that are not paid. This is due when you book your first work shift.

Register Employees/Helpers with Kitchen Manager

Employees or helpers must have a current food handler card or sanitation license.



USER APPLICATION

Date: _____

Name(s): _____

Address: _____

City/State/Zip: _____

Phone: _____ Cell Phone: _____

Email: _____

Business Name: _____

Business Website: _____

Emergency Contact: (name and phone) _____

1. What is your business structure?

Sole proprietorship

LLC

S-Corp

C-Corp

Other: _____

2. Business Status:

In planning

New - First Year

Other: _____

Existing

3. Briefly describe your business:

4. List your products' main ingredients and equipment you will utilize in your business:

5. Do you have a written business plan? Yes
 No

6. Who do you anticipate selling your product to? (check all that apply)

Stores
 Restaurants
 Farmers Markets
 Directly to consumers
 Other: _____

7. Number of employees:

Full time
 Part time

8. Anticipated number of hours of kitchen usage needed:

Per week
 Per month
 Per year

9. Preferred times: (check all that apply)

Weekdays
 Weekends
 Midnight to 4 am
 4 am to 8 am
 8 am to noon
 Noon to 4 pm
 4 pm to 8 pm
 8 pm to midnight
 Other: _____

10. Is your product seasonal?

No
 Yes -- I will be making my product only in the following month(s): _____



FACILITY USE AGREEMENT

This Agreement made this ____ day of _____, 20__, by and between the Pretzel City Kitchens and _____ (“User”).

- A. Pretzel City Kitchens is the owner of the facility commonly referred to as PCK in Freeport, Illinois.
- B. User desires access to the kitchen, as well as the common areas of the facility.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Prerequisites.** Before User shall have any right to access or use the Kitchens, User shall:
 - a. Provide Pretzel City Kitchens with the certificate of insurance as required pursuant to paragraph 6 below; and;
 - b. Complete a Food Safety and Sanitation Course such as ServSafe or other ANSI accredited CPEM providers. Upon completion of the course, User will be issued a certificate of completion (“Sanitation Certificate”), a copy of which will be kept on file.

The date upon which User has fulfilled all requirements of this paragraph 1 shall be referred to as the "Access Date."

2. **Usage Rights and Restrictions.** From and after the Access Date, and throughout the term of this Agreement, User shall have the following rights, and shall be subject to the following restrictions, with respect to the Kitchens:

- a. User shall have the right to use the Kitchens to: _____

User’s use of the Kitchens shall be in strict conformance with all lawful orders, rules, and regulations, and User shall not permit the Kitchens to be used for any unlawful purpose. Additionally, User shall not use in the Kitchens, or keep at the Facilities, anything that would adversely affect any policy of insurance related to the Facilities.

- b. User acknowledges that other persons and entities have the right to use the Kitchens on terms and conditions similar to those set forth in this Agreement, and that, as a result, User must reserve the Kitchen in advance if User wishes to use the same. The

Kitchen is available for reservation on a “first-come, first-served” basis, and all reservations must be made at least one day prior to the day upon which User’s use of the Kitchen pursuant to such reservation is to begin.

- c. User, along with any other users who are scheduled to use a separate portion of the Kitchen Space, shall have the right to use of the Kitchen Space reserved during the period(s) reserved by User for the use thereof; provided, however, Pretzel City Kitchens may, without notice, enter the Kitchen at any time, and for the amount of time reasonably required, to inspect the Kitchen, make repairs, or address a health or safety emergency exists.
 - d. User shall comply with “Pretzel City Kitchens Rules” as a condition of User’s continuing right to access and use the Kitchens. Pretzel City Kitchens reserves the right to establish additional rules regarding User’s access to and use of the Kitchens.
 - e. After the use of a Kitchen, User shall clean the Kitchen thoroughly, returning it to the condition it was in when User began their scheduled period. If the Kitchen is not cleaned properly, there will be a \$50 cleaning fee applied to cover cleaning costs.
 - f. The individual in whose name the Sanitation Certificate was issued must be on-site at all times when User is using a Kitchen.
 - g. All employees or agents of User who are to use the Kitchens must be registered with the Kitchen Manager, as designated by Pretzel City Kitchens.
3. **Facility Usage Fees.** User shall pay Pretzel City Kitchens fees for the use of a Kitchen, which shall be determined pursuant to the fee schedule attached hereto as Exhibit A, which is incorporated herein by reference. The fee schedule may be amended from time to time by Pretzel City Kitchen by posting a new fee schedule at the Facilities. The amendment of the fee schedule shall be binding upon User fourteen (14) days after posting at the Facilities.
4. **Additional Covenants and Agreements.** Pretzel City Kitchens and the User further agree as follows:
- a. The Kitchen shall be accessible during the times that the user has scheduled.
 - b. Pretzel City Kitchens is not responsible for the security of any of User’s equipment or supplies.

- c. User shall be responsible for the consequences of his or her own acts, errors, or omissions and those of his or her employees, officers, officials, agents, boards, committees, and representatives and shall be responsible for any losses, claims, or liabilities that are attributable to such acts, errors, or omissions including providing its own defense.
 - d. To the fullest extent permitted by law, User shall defend, indemnify and hold harmless Pretzel City Kitchens, its employees, officers, officials, agents, boards, committees, and representatives, or any of them from and against all injuries, claims, losses or damages whatsoever arising out of or in any way related to this Agreement from any cause or causes, whether in contract or tort, including, but not limited to attorneys' fees and litigation costs, but only to the extent caused by User's acts, errors, or omissions and those of its employees, officers, officials, agents, boards, committees, and representatives.
 - e. Pretzel City Kitchens' liability to User for any and all injuries, claims, losses or damages whatsoever arising out of or in any way related to this agreement from any cause or causes, whether in contract or tort, shall be limited to User's direct damages and shall not exceed, including attorney fees and litigation costs, the usage fees paid by User. In no event shall Pretzel City Kitchens be liable for incidental, special, consequential, or exemplary damages. User acknowledges and agrees that it would be unreasonable for Pretzel City Kitchens to assume an unlimited amount of liability in return for permitting user access to and use of the kitchens, and user acknowledges that this limitation on Pretzel City Kitchens liability is a material term of this agreement and a material factor in the determination of the fee charged by Pretzel City Kitchens.
5. **Term of Agreement.** This Agreement shall be effective as of the Access Date and shall thereafter remain in effect through the end of the current calendar year. Thereafter, this Agreement shall be renewed and in effect from January 1 to December 31 until terminated by either party, provided such termination must be preceded by written notice given by the party electing to terminate this Agreement to the other party no later than thirty (30) days from the termination date. Notwithstanding the provisions of this paragraph, the restrictions appearing at paragraphs 4(d) and (e) above shall continue in effect in accordance with its terms following termination of this Agreement.
6. **Insurance.** User shall maintain general liability insurance during the term of this Agreement with coverage limits of not less than \$1,000,000 and shall provide Pretzel City Kitchens with a certificate of insurance confirming such coverage and evidencing that Pretzel City Kitchens is listed as an additional insured.

7. **Remedies.**

- a. In the event User violates any term or covenant of this Agreement and such violation shall remain uncured after ten (10) days written notice given by Pretzel City Kitchens to User, Pretzel City Kitchens may declare User to be in default of this Agreement and terminate this Agreement without further notice to User, as well as exercise any additional or alternative rights and remedies, and to seek any other relief, as may be available at law or in equity.
- b. Pretzel City Kitchens shall be entitled to recover all costs of collection and enforcement of its rights under this Agreement, including reasonable attorney's fees.

8. **Miscellaneous.**

- a. No waiver of any default by User hereunder shall be implied from any omission by Pretzel City Kitchens to take any action on account of such default if such default persists or is repeated and no express waiver shall affect any default other than the default specified in the express waiver, and then only for the time and to the extent herein stated. One or more waivers of any covenant, term or condition of this Agreement by Pretzel City Kitchens shall not be construed as a waiver of subsequent breach of the same covenant, term or condition.
- b. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and shall not be amended except by written agreement signed by all parties.
- c. This Agreement shall bind, and shall inure to the benefit of, Pretzel City Kitchens' successors and assigns, but this Agreement shall be personal as to User and User may not sell, assign or otherwise transfer any of its rights or interests in or under this Agreement to any other party without the written consent of Pretzel City Kitchens.
- d. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.
- e. User acknowledges that the kitchen space shall be monitored via security camera at all times. User agrees that such monitoring does not constitute an infringement on their privacy.
- f. This Agreement may be executed in any number of identical counterparts, each of which shall, for all purposes, be deemed to be an original.
- g. Nothing in this Agreement shall be construed to create any partnership, principal and agent, landlord and tenant, joint venture or other similar relationship between

the parties hereto and no party may incur debts or liabilities in the name, or on behalf of, another party.

- h. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above-written.

By: _____
(Signature) Pretzel City Kitchens Representative

By: _____
(Print)

Date: _____

By: _____
(Signature) Business Operator

By: _____
(Print)

Updated 09/2017

Pretzel City Kitchens

LIABILITY & CONFIDENTIALITY

Limitation of Liability: User agrees that any and all claims involving Pretzel City Kitchens are strictly subject to the following limitations: a. Indemnity Clause. User will further indemnify and hold the Pretzel City Kitchens harmless from and against any and all liabilities, claims, demands, suits, losses, damages, costs, attorney's fees and expenses for bodily injury to, or death of any person, or damage to or destruction of any property, caused by any negligent or intentional act or omission on the part of user, its officers, employees or former employees. Except Pretzel City Kitchens shall not be held harmless for any such liabilities, claims demands, suits, losses, damages, costs, attorney's fees and expenses caused by any negligent or intentional act of omission on the part of the Pretzel City Kitchens, its officers, employees or agents.

Business Services: All Business Services provided by Pretzel City Kitchens and/or any officers, staff, or other agents of Pretzel City Kitchens are provided solely for the purpose of assisting User in the operation of its business. Pretzel City Kitchens makes no representations, warranties, or guarantees that the business services provided will result in the success of the Company. User acknowledges and agrees that Pretzel City Kitchens and any officers, staff, trustees, or other agents of Pretzel City Kitchens are not liable to the Company or its principal(s) or owner(s) for any damages resulting from the use of or reliance upon the business services provided by Pretzel City Kitchens.

Liability: Pretzel City Kitchens shall not be liable for any damage to either person or property sustained by the tenant nor by any third party arising in any way out of the User's use, operation, occupancy of Pretzel City Kitchens premises, or sale or distribution of any product manufactured on the premises. The Users covenant and agree to indemnify, defend, and hold harmless Pretzel City Kitchens 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 Pretzel City Kitchens premises, or any portions thereof, or resulting from the sale, distribution, and use of any product manufactured by the User on the Pretzel City Kitchens premises.

Confidentiality: User and Pretzel City Kitchens agree and acknowledge that the Kitchen is a shared-use facility and may be occupied and used simultaneously by similarly situated third-party Users ("others"). The Parties further acknowledge and agree that the conduct of user's business and production of User's food products may involve the use of recipes, techniques, sources of ingredients, financial and business records and other information that is owned 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 conduct of their own business. User and Pretzel City Kitchens acknowledge and agree that User's Confidential Information may be disclosed to the Pretzel City Kitchens for the purpose of providing product authorization, training, or business services to User.

By: _____
(Signature) Pretzel City Kitchens Representative

By: _____
(Print)

Date: _____

By: _____
(Signature) Business Operator

By: _____
(Print)

Pretzel City Kitchens

STORAGE RULES AND RATES

On-site storage may be purchased at the following rates*, as space allows, or on a first-come, first-served basis:

Add dry shelf	Add Cold Shelf	Add freezer shelf
\$15.00	\$30.00	\$40.00
3 feet/month	3 feet/month	3 feet/month

Storage rent is due monthly in advance.

By using the on-site storage at the Pretzel City Kitchens, the user agrees to follow the rules and regulations pertaining to storage and warehousing of food products. On-site training will be conducted to address these conditions as they pertain to Pretzel City Kitchens.

General rules include but are not limited to the following:

- Food will be stored in the proper manner (i.e. temperature regulated foods are stored in the correct place, meats at the bottom of the fridge and freezer locations, no items to be stored on the floor).
- All foods, containers, etc. will be labeled as instructed during the facility training. For instance, Illinois Food Code requires date marking of certain foods if in cooler more than a day, and to be used or discarded after 7 days in the cooler.
- Users will remove any food before spoilage occurs and if not, it will be removed by the management and a \$50 food spoilage fee will be charged.
- Users will use only their designated items and will not use other users' items.
- Any tenant abusing the storage facility will be asked to remove their items and store them elsewhere.

By signing this form, I agree to the fee schedule as listed above, have read the rules, and agree to follow them. If storage rules are not followed an extra fee will be charged. I agree to pay the amount due on a monthly billing cycle. If I fail to comply with the rules and regulations or have excess past due rent (no greater than or equal to 1 month past due), I will be asked to remove my items from the storage facility.

***Rates are subject to change**

By: _____
(Signature) Pretzel City Kitchens Representative

By: _____
(Print)

Date: _____

By: _____
(Signature) Business Operator

By: _____

Pretzel City Kitchens

STORAGE AGREEMENT TERMS

TO EVIDENCE THEIR AGREEMENT these parties have subscribed their names to be effective the date and year indicated below.

Kitchen User

Name(s) _____

Address _____

City/State/Zip _____

Phone _____ Email _____

Signature _____

Date _____

Pretzel City Kitchens Representative

Name _____

Signature _____

Date _____

Additional Storage Space Being Requested

Space Requested:	Rate:	Monthly Fee:

Pretzel City Kitchens

PHOTO AND ARTICLE RELEASE

I hereby give the Pretzel City Kitchens consent to use personally identifiable information (business name, contact name, physical address, telephone number, e-mail, website, and fax) and to use photographs and other presentation materials.

I further understand that no special compensation will be provided to me for use of my food processing/kitchen-related information, materials, or photographs.

By: _____
(Signature) Pretzel City Kitchens Representative

By: _____
(Print)

Date: _____

By: _____
(Signature) Business Operator

By: _____
(Print)

Pretzel City Kitchens

KITCHEN RULES

All Kitchen users will receive a copy of the Kitchen Rules. In addition, all Kitchen users will have carefully read and understood the following guidelines. A signed copy will be kept on file.

1. Personal cleanliness is maintained by individuals and good hygiene practices are followed.
2. No jewelry, other than plain wedding bands, is allowed. Other objects that might contaminate a product, such as artificial nails or false eyelashes, are not allowed. Objects such as pens, thermometers, etc., that might fall into food equipment or containers shall not be carried above the waist.
3. Hair restraints or covers must be properly worn in food processing areas.
4. Outer garments must be clean and suitable for operations. They can contribute to product contamination, so must be laundered regularly. If an outer garment becomes soiled during operations, it must be replaced with a clean uniform.
5. Individuals appearing to have an illness or open cut/wound are excluded from any operation in which they would prepare or come into contact with food products, packing or contact surface until said condition is corrected. Any wound must be cleaned and covered with an approved bandage and glove when it is open and/or infected.
6. Individuals must wash their hands when entering food-processing areas, after absence from the workstation, when changing job assignments and when their hands may have become soiled or contaminated.
7. Disposable gloves are to be worn when there will be any hand contact with ready-to-eat foods. Gloves must be disposed of every four hours or any time the user leaves their immediate work area. Hands must be washed and a new pair of gloves put on upon re-entering the work area. Put on a new pair of gloves when changing tasks that could result in contamination of food products.
8. Eating, chewing gum, and drinking are confined to designated areas outside the processing areas.
9. Individuals have a separate area away from the processing areas for storing their personal items. This area is kept in a neat and clean condition and is well maintained.
10. No sleeveless shirts, tank tops, cut-off shirts, shorts, or open-toed shoes are permitted in any food processing area.
11. All doors are to be closed and locked unless they are in use.
12. Bringing in and/or using unapproved chemicals are prohibited. All users must notify the Management of any chemicals they plan to use on site.

13. Only authorized food processors are allowed in the processing kitchen areas. The maximum number will be determined and approved by the Pretzel City Kitchens staff.
14. No one under the age of 16 is allowed in the facility except as a part of an approved class.
15. Anyone 16 or 17 years of age must be under the supervision of an adult at all times.
16. All report forms will be completed and placed in the designated location at the end of each day.
17. Clean and sanitize all food contact surfaces prior to starting work and after work.
18. All food in storage must be labeled with owner's name, product, and date placed in storage.
19. Keep all detergents and chemicals out of food production area.
20. Wipe up spills right away and clean and sanitize food contact surfaces.
21. Clean used equipment before leaving by following cleaning instructions provided by Kitchen Manager.
22. Floors should be swept and cleaned before leaving.
23. Before leaving, if you are the last person in the building, turn off all equipment you've used, and turn out lights.
24. Individuals who are sick or exhibit symptoms of illness (including vomiting, diarrhea, fever and skin infections) are not allowed in the kitchen until 24-48 hours after their last symptom.
25. All items requiring laundering must be removed at the end of each processing day, taken home and laundered by the user.
26. All injuries must be reported and a report form filled out and submitted to staff.
27. Only authorized, pre-approved processing activities may be conducted.
28. You are responsible for training any workers using equipment in kitchens.

By: _____
(Signature) Pretzel City Kitchens Representative

By: _____
(Print)

Date: _____

By: _____
(Signature) Business Operator

By: _____
(Print)

Pretzel City Kitchens Smoking Policy

The Pretzel City Kitchens campus is a smoke-free property, and, as such, all users are prohibited from smoking on the premises. We would ask that users refrain from smoking during their use of the facilities, but if they must smoke, they are required to leave the grounds and, upon returning, must wash their hands and face well to cut down on as much of the scent as possible. We have users that produce delicate items that can be adversely affected by foreign scents and aromas and we ask for your courtesy toward them in regards to environmental pollutants.

Anyone found smoking on the Pretzel City Kitchens property will be issued a warning on their first offense. A second offense will result in a suspension of Kitchen privileges for a period of up to three days. If there is a third offense the user will not be allowed to use the Kitchens for a period of time determined by management up to and including a lifetime ban. Leaving the property involves fully leaving the property and parking lot surrounding the Kitchens. Personal vehicles in the parking lot are still considered to be on the Kitchens property and will fall under the terms of user conduct.

By: _____
(Signature) Pretzel City Kitchens Representative

By: _____
(Print)

Date: _____

By: _____
(Signature) Business Operator

By: _____
(Print)