



USER APPLICATION INCLUDING KITCHEN RULES AND LIABILITY AND CONFIDENTIALITY STATEMENTS

Name(s): _____ Date: _____

Address: _____

City/State/Zip: _____

Phone: _____ Cell Phone: _____

Business Name: _____

Business Website: _____ Email: _____

Emergency Contact: (name and phone) _____

1. What is your business structure?

Sole proprietorship

LLC

S-Corp

C-Corp

Other: _____

2. Business Status:

In planning

Existing

New

Other: _____

3. Briefly describe your business and product: _____

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

5. To whom do you anticipate selling your product? (check all that apply)

Stores

Restaurants

Directly to consumer

Farmers Markets

Other: _____

6. Number of employees: _____ Full time _____ Part time

7. Anticipated number of hours of kitchen usage needed:

_____ Per week _____ Per month _____ Per year

8. 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: _____

9. Is your product seasonal? No

Yes -- I will be making my product only in the following month(s): _____

KITCHEN RULES

1. Personal cleanliness is a priority and expected.
2. No jewelry, other than plain wedding bands, is allowed. Other personal items that might contaminate a product, such as artificial nails or false eyelashes, are not allowed and items that could fall into food equipment (pens, etc.) cannot be carried above the waist.
3. Hair restraints or covers must be properly worn. No sleeveless shirts, tank tops, cut-off shirts, shorts, or open-toed shoes.
4. Outer garments must be clean. If an outer garment is soiled during operations, it must be replaced.
5. If you are ill, please do not use the kitchen until 48 hours after your symptoms are gone. If you have an open cut/wound, it must be cleaned and covered with an approved bandage and/or glove.
6. Wash your hands when entering, after absences, and throughout your process as needed.
7. Wear disposable gloves whenever handling ready-to-eat foods. Gloves must be changed every four hours or any time you leave the Kitchen. 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. An area is provided for your personal items.
10. Close and lock all doors unless they are in use.
11. No unapproved chemicals are allowed; please notify us of any chemicals you plan to use.
12. Only authorized individuals are allowed, and you are responsible to train anyone assisting you. Only approved activities/processes are allowed.
13. No one under 16 except in an approved class; those under 17 must have adult supervision.
14. Clean and sanitize all food contact surfaces before and after work.
15. Label any food in storage with your name, product, and date placed in storage.
16. No detergents/chemicals in food production area.
17. Wipe up spills right away and clean/sanitize area.
18. Clean and turn off used equipment, using cleaning instructions provided by Kitchen Manager.
19. Sweep and clean floors before leaving.
20. Any injury must be documented and reported.
21. Complete all report forms at the end of your shift and leave where advised.
22. If you are the last to leave, please turn off lights.

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)

Updated 8/1/19

Please also provide the following when submitting your **User Application...**

- Insurance:** Proof of product liability coverage with a minimum of one million dollars per occurrence. A certificate of general liability insurance with coverage limits of not less than \$1,000,000 and including the listing of Pretzel City Kitchens as an additional insured must be submitted. Your personal insurance agent can provide this coverage, which should be cost-effective.

After your application has been approved, you will need to...

- \$50 Intake Fee:** This covers our administrative costs and the background check.
- Certified Food Protection Manager Course Certificate:** You’ll need to obtain this or a comparable certificate of completion. A class is offered locally and a class schedule will be provided.
- Sign and return the **Facility Use Agreement**, which outlines the fee schedule, the required food product liability insurance, as well as a listing of the facility services that we provide.
- Familiarize yourself with the **Kitchen Rules** and follow them.
- Ensure your **licensing** is current. Contact the Stephenson County Public Health Department if you are catering or selling ready-to-eat foods. They will review all local regulations with you and determine your licensing needs and fees; if necessary, they will issue a license. We’ll provide contact information.
- Get an electronic key card for **Kitchen Access**, which is to be used only by you or your registered agent. Always use the card to enter (so we can confirm your time) and return it when your rental is complete.
- Pay** for your use of the Pretzel City Kitchens, which is due as outlined in the fee schedule.
- Provide a **Security Deposit** if you will be using the Kitchen 10 hours a week or more. This can be paid with \$200 (which will be returned if not needed) or a having valid credit card on file. The deposit covers any charges not otherwise paid by your rental fee, including cleaning charges for inadequate cleaning.

We’ll notify you as soon as your application is approved, and all documentation is valid for one year.
Let us know if you have questions, or if we can help with anything to improve your experience at
Pretzel City Kitchens – welcome!