

Business Cultivator Kitchen Membership Application

Business Name: _____

Business Owner Name: _____

Business Address: _____ City: _____ State: _____ Zip: _____

Business Phone Number: _____

Email: _____

EIN #: _____ and/or Colorado Tax ID #: _____

Description of Business and Products/Services Offered:

Pricing

Security Deposit	\$100
Basic Monthly Membership (5 hrs. kitchen time included)	\$60
High Use Monthly Membership (10 hrs. kitchen time included)	\$100
Additional hours billed per hour 8 a.m. – 8p.m	\$12.50
Additional hours billed per hour 8 p.m. – 8 a.m.	\$10
Locker for Dry Storage (2'x 4'x 6' rolling locker) (monthly)	\$10
Cold Storage Space (monthly)	\$20-\$40
Freezer Storage shelf (monthly)	\$15-\$40

Required Documents:

- ☐ Completed Application
- ☐ Signed Kitchen Membership Agreement
- ☐ Certificate of Good Standing from the Colorado Secretary of State
- ☐ Proof of Insurance – General Liability, Product Liability, Damage to Premises Rented with the Business Cultivator listed as additionally insured.
- ☐ Wholesale Food Manufacturer License, Retail Food License, or Cottage Food Designation
- ☐ Food Manager Certification, Food Handler's Card, or Cottage Food Course

Business Cultivator Kitchen Membership Agreement

Service to be Provided: The Business Cultivator (Cultivator) agrees to provide the Kitchen Member (Member) with access to and use of the Cultivator's shared kitchen facilities. Facilities and services provided include stoves, sinks, walk-in coolers, counters, dry storage, and other services or equipment. Cultivator provides a limited inventory of equipment.

- A. **Operating Schedule:** Access to the kitchen is available on a first-reserved basis. Cancellations must be made at least 24 hours in advance. In the case of late cancellations, the member will be charged in full. The Cultivator will try to accommodate unexpected situations on a case-by-case basis.

The Cultivator operates as a "Shared Use" kitchen and may be used by more than one member at a time. The Cultivator kitchen manager will work closely with the Member to accommodate scheduled usage needs.

- B. **Storage, Food Storage, and Equipment Failure:** The Business Cultivator provides limited common storage space for members. All food, ingredients, inventory, supplies, equipment, and personal property brought into or stored at the facility remain the sole responsibility of the Member.

Storage Authorization: Additional refrigerator, freezer, dry storage, or other designated storage space may be available for an additional fee and requires prior written approval from the Business Cultivator Manager. Members may use only their assigned or authorized storage areas. Additional storage and/or office space may also be available on the Business Cultivator campus for a separate fee.

Assumption of Risk and Limitation of Liability: Members acknowledge and agree that all food, ingredients, inventory, supplies, equipment, and other personal property are stored or used at the Business Cultivator at their own risk. Region 10 and the Business Cultivator shall not be liable for loss, damage, deterioration, or spoilage of such property resulting from, but not limited to:

- Refrigerator, freezer, or other equipment malfunction or failure;
- Power outages, electrical failures, or utility interruptions;
- Temperature fluctuations or improper storage conditions;
- Mechanical breakdowns or unexpected maintenance issues;
- Other circumstances beyond the reasonable control of Region 10 or the Business Cultivator.

Member Responsibilities: Members are responsible for properly labeling, storing, securing, and monitoring their food, ingredients, inventory, equipment, and personal property. Members are also responsible for maintaining appropriate insurance coverage for potential losses, including food spoilage, inventory damage, and equipment failure.

Members are encouraged to regularly monitor the condition and temperature of their stored products, maintain accurate inventory records, and promptly report any equipment malfunctions or unsafe storage conditions to the Business Cultivator Manager.

- C. **Facility and Common Equipment:** Areas must be left clean, and all equipment must be put away. All kitchen equipment and water must be turned off. This includes periodic thorough cleaning of common equipment. If the facility is not maintained properly, the Member will be charged a \$50.00 cleaning fee.

- D. **Product and General Liability Insurance:** The Member will maintain a minimum of \$1,000,000.00 each for product liability insurance and general liability insurance as well as \$300,000.00 of damage to premises rented insurance, with the Business Cultivator listed as additionally insured on the policy. The Member shall provide proof of insurance to the kitchen manager showing that the insurance described above is in full force and is in effect prior to processing any food products in the Cultivator kitchen that will be offered for sale. Should the Cultivator receive notice of cancellation of said insurance, the Member will be restricted from kitchen use until the policy is resumed.
- E. **Inspection:** The Cultivator and its agents have the right to inspect the kitchen premises at any time, including all locked storage containers and units.
- F. **Licensing:** All Cultivator Kitchen Members must be inspected and approved by the Montrose County Department of Public Health and/or the Colorado Department of Health and Environment. Any required Food Safety Certifications shall be furnished to the Kitchen Manager upon request.
- G. **Fees: All fees shall be paid in accordance with the kitchen use agreement.**
- **Termination of Privileges due to Failure to Pay Fees:** If a member fails to pay fees within **15 days** of due date, management will apply the security deposit toward the outstanding balance and suspend kitchen privileges, including the cancellation of future bookings. If payment is not received within **30 days** of the due date, the commissary agreement will be terminated, membership will be revoked, the Health Department will be notified, and the Member will be responsible for any unpaid balance.
- H. **Lien for Fees:** Member hereby grants a lien to the Cultivator on Member's interest in all improvements, fixtures, or personal property, including inventory, on the Premises. In the event the Member fails to make payment on past due fees, Member authorizes the Cultivator to take possession of the property free and clear of Member's interest herein.
- I. **Food and Equipment Safety and Sanitation:** All Kitchen Members and their employees must complete either an approved Food Manager's Certification or Food Handler's Card depending on their license. All Members are required to be trained on any piece of equipment they use. Training on specific equipment shall be done by the Cultivator kitchen manager before using any shared equipment. All Cottage Foods must be labeled, and the producer must show proof of having attended a Cottage Foods course.
- J. **Keys:** Upon acceptance to the Cultivator, the Member will be given an access key. If a Member loses or damages their key, they will be charged a replacement fee of \$10.00 per occurrence.
- **Dry Locker Storage Keys:** If the Member loses or damages their storage key, they will be charged a replacement fee of \$10.00 per occurrence.

Professional Standards of Conduct: It is expressly understood that any breach of the Cultivator's Professional Standards of Conduct may result in temporary or permanent restriction of access to the facility. The Professional Standards of Conduct are as follows:

1. **Theft of Services:** Member will report hours of usage accurately and honestly.
2. **Theft of Items:** Member will not, under any circumstance, take and or use other Member's items or equipment without the express permission of the Member of ownership. Members will not take any cleaning supplies, including trash bags, for personal use outside of the kitchen without the express permission of the kitchen manager.
3. **Respectful and Quiet Enjoyment:** Member will be respectful of other Members and the Cultivator staff. This includes speaking in a respectful tone, no use of inappropriate language, and refraining from threatening behavior.
4. **Cleanliness:** Member will clean and sanitize all workspace used prior to departure.
5. **Reporting:** Member must report all issues and malfunctions to the Kitchen Manager immediately.

With your signature below, you hereby agree to the terms and conditions contained in the Kitchen Membership Agreement policies, which shall also include any representative or employee acting on behalf of the Member. Any violation of these policies may result in the revocation and/or termination of kitchen privileges.

Member Signature

Date