



Armory Commissary Kitchen Membership Agreement

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

1 Hour of Kitchen Use	\$500
2 Hours of Kitchen Use	\$25
4 Hours of Kitchen Use	\$50
A Max of 4 Hours Per Day and 20 Hours Per Week	\$100

Required Documents:

- **Completed Application**
- **Signed Armory Commissary 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 Town of Lake City listed as additionally insured.**
- **Town of Lake City Business License**
- **Food Manager Certification**

Town of Lake City Armory Commissary Kitchen Membership Agreement

Service to be Provided: The Town of Lake City agrees to provide the Kitchen Member (“Member”) with access to and use of the Armory kitchen facilities (“Facilities” or “Kitchen”). Facilities and services provided may include, but not be limited to, use of stoves, sinks, refrigerator, freezer, counters, dry storage, and such other services or equipment. The Town of Lake City may provide a limited selection of pans and small wares.

- 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 Town of Lake City will try to accommodate unexpected situations on a case-by-case basis.
- B. **Storage:** The Armory Kitchen has no long-term storage areas nor large walk-in refrigerators or freezers where food can be kept overnight. The Town of Lake City assumes no responsibility for the security of equipment or supplies the Member brings for use in the kitchen. The Member is responsible for removing all food, equipment, and supplies by the end of day on which a rental takes place. The Town cannot and will not be responsible for improperly stored, prepared, cooked, or served food or any and all resulting damages or injuries from the same.
- C. **Facility and Common Equipment:** Areas must be left clean, and all equipment must be put away. This includes periodic thorough cleaning of common equipment. the facility is not maintained properly, the Member will be charged a \$50.00 per hour cleaning fee. All propane ranges and ovens must be turned off before leaving the facility. If propane ranges/ovens are not turned off before leaving the facility, then membership will be revoked. All kitchen equipment and water must be turned off.
- D. **Product and General Liability Insurance:** The Member will maintain a minimum of \$300,000 each for product liability insurance, general liability insurance, and damage to premises rented insurance, with the Town of Lake City listed as additionally insured on the policy. The Member shall furnish proof of insurance to the Town Manager showing that the insurance described above is in full force and effect prior to processing any food products in the Armory kitchen that will be offered for sale. Should the Town of Lake City receive notice of cancellation of said insurance, the Member will be restricted from kitchen use until the policy is reissued.
- E. **Inspection:** The Town of Lake City and its agents have the right to inspect the kitchen premises at any time.
- F. **Licensing:** All Armory Commissary Kitchen Members must be inspected and approved by the Hinsdale County Department of Public Health and/ or the Colorado Department of Health and Environment. Any required Food Safety Certifications shall be furnished to the Town Manager upon request.
- G. **Fees:** It is expressly understood that all fees shall be paid in accordance with the kitchen use agreement.
- **Security Deposit Refund:** If the Member wishes to leave the Armory Commissary Kitchen for any reason, written notice must be given to the Town Manager. The return of a security deposit less any fees will be paid via a mailed check within six weeks of written notice being received by the Town Manager.

- H. **Food and Equipment Safety and Sanitation:** All Members and their employees will be required to complete an approved Food Manager’s Certification. All Members are required to be trained on any piece of equipment they use. Training on specific equipment shall be done by the Facilities Manager prior to the use of any shared equipment. All Cottage Foods must be labeled, and the producer must show proof of having attended a Cottage Foods course.
- I. **Access Code:** Upon acceptance to the Armory Commissary Kitchen, the Member will be given an access code. Member shall not distribute the access code in any manner. If the Member shares the access code with anyone then membership will be revoked.
- J. **Indemnification.** The Member agrees to indemnify the Town, its employees, officers, agents, and representatives against any and all claims, suits, damages or causes of action arising from this Agreement.
- K. **Colorado Governmental Immunity.** The Town and the Member recognize the Town is a Colorado Municipal Corporation and as such, the Town and its officers and employees are subject to the rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S.§§24-10-101, et seq., and nothing within this Agreement shall be deemed to waive or limit any of the rights, immunities, and protection provided therein.

Professional Standards of Conduct: It is expressly understood that any breach of the Armory Commissary Kitchen Professional Standards of Conduct may result in temporary or permanent restriction of access to the facility at the sole discretion of the Town Manager or his designee. 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 their personal use outside of the kitchen.
3. **Respectful and Quiet Enjoyment:** Member will be respectful of other Members and Town 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 Facilities Manager immediately.

By your signature below, you hereby agree to the terms and conditions contained in the Armory Commissary 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

Facilities Manager Signature

Date

Town Manager Signature

Date

Town Manager

Lex Mulhall

970-964-7689

townmanager@townoflakecity.co

Facilities Manager

Ben Hake

970-403-6301

benhake@townoflakecity.co

