

## COMMISSARY AGREEMENT LETTER

Salida Community Center hereby agrees to allow use of the commercially licensed kitchen for the storage, preparation and packaging of food items as it relates to the operations of and for \_\_\_\_\_ owner.

\_\_\_\_\_ will be given access to the following agreed upon sinks, cold and dry storage, cooking equipment and cleaning facilities. Ultimately, Salida Community Center determines amount and use times that do not conflict with its own use. Salida Community Center requirements and business demands shall supersede any part of this agreement when storage, usage conflicts or schedules conflict. Scheduled times must be adhered to and posted in kitchen.

1) Single day use commissary kitchen agreements: **\$100 daily (8 hours) (\$200 cleaning deposit)** \_\_\_\_\_ initial. If cleaning cost is more than \$200.00 the vendor will be responsible for the extra amount.

2) Kitchen monthly use/rental will be based on a **6-month lease** beginning \_\_\_\_\_ through \_\_\_\_\_. initial

2) Fees are billed monthly with **\$75 late fee** after 5 days. \_\_\_\_\_ initial

3) Shelf, Refrigerator / Freezer space will be leased and paid for monthly:  
One freezer shelf or One refrigerator shelf = **\$25 monthly** \_\_\_\_\_ initial  
One single door refrigerator **\$100.00 monthly** \_\_\_\_\_ initial  
If more is required amount will be determined.

Metal shelving is located in pantry and back room.

If you are receiving deliveries you must be present. SCC is not responsible for any items delivered when you are not present.

4) **Three rental offers to be made:**

20 hours Monthly \$10.00 per hour	<b>\$200/Month</b> _____ initial
50 hours Monthly \$7.50	<b>\$375/Month</b> _____ initial
60 hours monthly \$7.00	<b>\$420/Month</b> _____ initial
Anything over 60 hours will be determined	

5) Hours will be requested / designated by users in advance  
Sign-in / Sign-out board will be put into place. \_\_\_\_\_ initial.

6). A cleaning deposit check of **\$200** must be made at the time of signing the contract prior to any work. This deposit will be held and not cashed until the end of the lease agreement. In the event the renter does not clean properly the SCC will cash the

deposit check to pay for cleaning. Renter must provide an additional deposit check prior to returning and working in the kitchen. Second time will be grounds for termination of contract.

7). Renter understands and agrees that they will be subject to health inspections by the Chaffee County Health Department and the Salida Community Center manager at any time. Renter must have on file an agreement with CCHD for use of this commercial kitchen. If renter fails to pass, or has issues with any inspections, this must be corrected immediately and you must notify the Kitchen Manager. Continual issues may be ground for termination of this agreement.

8). The Salida Community Center's receives food trucks 3 times monthly. The first Wednesday food is distributed to the community. The kitchen will not be available until after noon on this day. The second and fourth Thursdays we will also be receiving food. Your items must be on your allotted shelves only (including ref. & Freezers) so to accommodate the food we receive. The SCC will not be responsible for any items that are not on your designated shelves.

9). Renter must provide policy listing Salida Community Center as additionally insured. Renter must notify SCC and kitchen manager if coverage should lapse.

10). No items belonging to the Salida Community Center can be taken off premises without permission.

11). If any item is damaged in the kitchen the person responsible must pay for the cost of replacement.

The above named company agrees to keep all used areas clean and abide by all health department codes including but not limited to any requirements or restrictions Salida Community Center may require. (Salida Community Center requirements are attached)

Salida Community Center is not responsible and shall not be held liable for any actions brought upon kitchen Lessee, its employees and/or owners and is in no way affiliated with you or your company.

This agreement may be terminated at any time and the Health Department will be notified in the event of termination.

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Commissary Owner/Manager

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Date

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Vendor / Catering Company

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Date