

Mountain Harvest Kitchen Client Agreement

All Mountain Harvest Kitchen (MHK) clients must agree to follow basic procedures which will enable our facility and staff to maintain safety, security and sanitation standards in this shared-use facility.

Client Prerequisites:

- **Prerequisites.** Clients must complete the following before using the facility:
 - Application and Initial Consultation
 - Facility Deposit
 - MHK Client Checklist
 - **Facility Orientation & Training Program** completion
 - Food Safety Demonstration of Knowledge
 - Additional applicable training programs
 - Applicable regulatory permitting and supporting documents
 - Liability Insurance coverage, applicable for commercial clients

Payment terms:

- **MHK Kitchen Rates.** In compensation for the services provided, the client shall pay the charges provided on the **MHK Kitchen Rates** form.
- **Good Standing Payment Terms.** Clients will be invoiced for kitchen as bookings are approved. Payment is required within 30 days of invoice date. Payments not paid within 30 days shall continue to accrue and entail the following late fee.
 - **Late Payment Policy.** A late payment fee of 1.5% will be added each month to any outstanding invoices. Invoices outstanding for more than 90 days shall result in kitchen suspension at the discretion of the MHK staff.
- **Cancellation Policy.** Cancellations shall be made at least 48 hours in advance or a cancellation fee, 50% of the total booked rate, shall apply.

Eligibility:

- **Age Requirement.** No children under age 18 are allowed in the kitchen areas and no unsupervised children are allowed in the facility at any time. Exceptions may be made at the discretion of the MHK staff for classroom activities and tours.

Personnel Good Manufacturing Practices:

- **Illness & Wound Policy.** Any person with illness, illness exposure or wounds that poses a reasonable possibility of food contact contamination, shall be excluded from the production area and from food contact operations while infected or until wound is properly contained.
- **Health Reporting Requirements.** The following high-risk conditions must be reported to the MHK on-site manager diarrhea, fever, vomiting, jaundice or sore throat with fever symptoms, exposed wounds, medical diagnosis or exposure to (including household members diagnosed or known to be working in environment with confirmed outbreak) Norovirus, Salmonella Typhi, Hepatitis A, Shigellosis, Escherichia coli 0157:H7 or other EHEC/STEC infection.

Initial: _____ Date: _____

- **Cleanliness.** All clients working in direct contact with food, food-contact surfaces and food packaging materials must use hygienic practices.
- **Personal Cleanliness.** Clients must maintain adequate personal cleanliness during facility use.
- **Fingernails.** Fingernails shall be kept short and clean.
- **Clothing.** Clean clothes are required and shall adequately protect against contamination from perspiration, hair, cosmetics, chemicals and medicines applied to the skin.
- **Shoes.** MHK recommends each client purchase a pair of designated shoes to be worn at the kitchen. Closed toe shoes with non-slip, rubber soles shall be worn for safety. Sandals or flip flops are not acceptable.
- **Outer Garments.** Aprons or Chef's jackets are to be worn over clothes during production. They shall be removed and properly stored if leaving the kitchen production area, to go outside, to the restroom, etc.
- **Hair Restraints.** Hair restraints such as hair nets, headbands, caps, etc. shall be worn within the production area.
- **Gloves.** Gloves shall be worn during food handling and used in a clean and sanitary manner.
- **Jewelry.** Jewelry is limited to simple earrings and plain rings that are appropriately secured. Anything that could fall into product or equipment is not allowed.
- **Hand Washing.** Each time clients enter the production floor, after any absence from work station, after touching face or mouth and any other time when hands become soiled they shall wash their hands and arms thoroughly.

Security:

- **Authorized personnel only.** Only registered clients and authorized employees and volunteers are allowed in the production areas. Clients may not transfer or assign their privileges to any third party, including the transfer of security keys or grant facility access to a third party. Violation of this will result in immediate termination of this agreement.
- **Door policy.** Building doors shall not be propped open.

Kitchen use:

- **Usage records.** Each client is required to properly fill out a **MHK Usage Sheet** and **MHK Cleaning Checklist** upon entering and upon leaving the production facility.
- **Standard Operating Procedures (SOPs).** Each client is required to follow the **MHK Equipment SOP** and **MHK General Sanitation SOP**.
- **Equipment Training.** Training and training records are required for all pieces of large equipment. Do not use any equipment you have not been trained on.
- **Equipment breakage policy.** It is the responsibility of the client to verbally inform MHK staff if equipment breaks or difficulties arise while producing. The sooner we know about an issue, the sooner we can fix it for you!
- **Shut-down Procedures.** At the end of production, all equipment shall be cleaned, sanitized, shut-off and stored properly for the next user.
- **Cleaning non-conformance.** Failure to leave the facility or equipment in the proper condition at the time of departure shall result in a cleaning fee. The minimum fee is \$75 but may increase at MHK discretion.

Initial: _____ Date: _____

Storage:

- **Storage Agreement.** Clients who wish to store items at MHK must register and comply with the terms of the **MHK Storage Agreement** form.
- **Storage Client Responsibility.** Clients are responsible for the cleanliness and organization of their storage areas; however, staff may move or remove items if they pose a risk to the general facility. No client may organize storage spaces other than their own.
- **Stored Item Labels.** All stored food items must be clearly labeled with container’s contents, date and client’s name.

Facilities:

- **Bathrooms.** Bathrooms are located along the hallway leading from the office area past the lockers to the production area.
- **Consumables.** Please communicate to MHK staff any empty consumables, paper towels, toilet paper, hand soap, etc.
- **Waste.** Any waste that a client produces during production must be removed by the client from the production facility and disposed of properly each day. The trash dumpster and used cooking oil bin are located outside of the shipping dock.
- **Small Wares and Client Equipment.** Clients are to provide their own cleaning towels, ingredients, utensils, small wares and any special items necessary to their specific production needs. Personal items left behind and not stored properly will be removed without notice.
- **MHK Property.** MHK equipment shall not leave the premises.
- **Pallet Policy.** Pallets are not allowed in the production area. When transferring production materials (ingredients, jars, bags, etc.) into the production area, clients may use push carts or hand carry.

Emergencies:

- **Client Emergency Contact Form.** Each client must complete a Client Emergency Contact Form prior to working in the MHK kitchen.
- **Injuries.** If you sustain a minor injury while working in the kitchen, please remove yourself from the production area as quickly as possible to avoid any contamination.
 - First Aid Kits are located in the R&D room.
 - Any open wounds must be covered with a bandage & glove (when applicable) before entering the production area.
- **MHK Emergency Policy and Contacts.** Facility emergency policy plans and contacts are located in the waiting area.
- **Chemicals.** Chemical Safety Data Sheets (SDS) are in a binder located in the R&D room.

Insurance:

- **Liability Coverage.** Each commercial client shall maintain a minimum coverage of \$1,000,000 of commercial general liability insurance, including product liability insurance with Mountain Harvest Kitchen named as an additional insured. Certificate of insurance is required prior to facility use.

Initial: _____ Date: _____

- **Worker's Compensation.** Clients must provide proof of worker's compensation for any additional employees of their business they wish to work in the kitchens.

Confidentiality policy:

- **Media policy.** Recording or photography is not allowed on the premises without express consent of the MHK staff.
- **Confidentiality.** As a shared-use facility, MHK may be occupied by multiple clients at any given time. All parties shall respect and acknowledge proprietary knowledge is to remain confidential including recipes, techniques, formulations, financial and business records, etc.

Employees and Volunteers:

- **Person in Charge.** Clients shall be the appointed person in charge and are responsible for enforcing the proper facility operating procedures to employees and volunteers.
- **Facility Waiver.** All employees and volunteers must complete a **Facility Waiver** prior to starting in the kitchen.
- **Employee and Volunteer Training.** All employees and volunteers must complete the **Facility Orientation & Training Program** within their first month. It is the responsibility of the Client to arrange this training at the convenience of the MHK staff and employee or volunteer.

Production/Service Agreement:

- **Production Responsibilities.** The client assumes all production risks in connection with the facility and equipment including but not limited to, any failure of equipment during the client's use of the kitchen. MHK assumes no responsibility for any other production requirements other than use of the facility. Under no circumstances shall the MHK be liable to the client for any failure to meet volume production, expected quality and/or other failure of the production process.
- **Client Responsibility.** MHK assumes no responsibility for security or food safety standard of any equipment or supplies provided by the client.
- **Liability of Client.** MHK shall not be liable for any damages to either person or property sustained by the client or by any third party arising in any way out of the client's use, operation occupancy of the facility premises or sale or distribution of any product manufactured on the kitchen's premises. The client agrees to indemnify, defend and hold harmless MHK and its employees from all claims, costs and liabilities arising from or in connection with damages, injuries to persons or property in, upon or about the MHK premises or any portions thereof or resulting from the sale, distribution and use of any service provided or product manufactured at the facility for or by the client.
- **Services.** MHK makes no representations, warranties or guarantees that the services provided will result in the success of the clients' company. The clients alone are in control of the company and its success or failure.
- **Damages.** In the event that damages to equipment or the facility are found to be the result of client negligence, the offending party shall be held financially responsible for the cost of repairs and/or replacement.

Initial: _____ Date: _____

- **Compliance with Laws.** The client agrees to operate in full compliance with all applicable federal and state laws and agrees to furnish all documentation required to prove compliance.
- **Regulatory Inspections.** MHK has a transparent relationship with regulators. MHK reserves the right to share information relating to your kitchen use with inspectors and regulatory agencies.
- **Documentation.** The client agrees that MHK will hold the following documentation: proof of Liability Insurance, proof of Worker’s Comp, Emergency Information, Equipment Training Records, Storage Agreement, and Processing Agreement as applicable.
- **Client Agreement Changes and Addendums.** MHK reserves the right to make changes and addendums to this agreement. Current versions will be made available on the MHK website.

Staff:

- **MHK Assistance.** The MHK staff is happy to help as much possible. Our expectation is that you will ask for assistance if you have questions on equipment operation, safety procedures or effective kitchen use, but otherwise you will be self-sufficient in the kitchen.

By signing below, you as a client, agree to the rules stated in this document and orientation training and will follow them with the utmost respect for the staff and this facility. If these policies are violated, MHK reserves the right to impose a fine or terminate agreement.

Printed client name: _____ Business name: _____

Signature: _____ Date: _____