

This User Services Contract is between the User _____
(identified company) and City of Heber Springs Community Center (also referred to here as “HSCC”), and is effective upon the date of execution shown below. User and Heber Springs Community Center agree to the following terms:

1. SERVICES & FEES The HSCC is a shared use facility, and HSCC will control the times and manner of all Users access to and use of the.

2. Facility HSCC will provide the User with a clean and sanitary pavilion with a checklist for the User to complete before and after use. The pavilion will be left in the clean and sanitary condition it was found in. All production and packaging of food products must take place within the pavilion or other tiled areas within the facility.

3. USER PREREQUISITES *Business/Commercial Kitchen Users* will have completed the following activities and provided appropriate documentation to the Events Coordinator of HSCC before User may use the facility:

- 1 Completed application form and application fee
- 2 Deposit on file for security
- 3 Contact with the Event Coordinator at HSCC one week prior to event
- 4 Exit through kitchen – Event rooms are not exits or pass throughs

4. USER DUTIES User agrees to assume the following duties in its use of the Kitchen under this Agreement:

A. Rental and Use Policies User agrees to comply with all of the rules and obligations as currently stated in this agreement.

B. Contact Information User promises that the identification, address, and contact information stated at the beginning of this document is current and correct. User agrees to keep HSCC informed of any changes in User’s legal identity, address or other contact information.

C. Prohibited Substances Use Policy User agrees that there will be no alcohol or illegal drugs allowed on the property.

D. Housekeeping Policies:

User responsibilities are but are not limited to the following:

1. Coffee, tea, sugar, creamer, stir sticks, sweetener, kitchen utensils, etc
2. Personal use items such as aprons, hair restraints, & gloves.
3. No equipment owned by HSCC shall ever leave the premises.
4. Users will strictly follow the Cleaning Guidelines provided by HSCC before, during, and after each use of the facility.
5. User must check **ALL** electric appliances and make sure they are **OFF**
Example: gas stove, vent-a-hood, tea machine, coffee machine, etc.
6. Users must perform and fill in the "Cleaning Check List" before and after each kitchen use, and leave them in the designated area.

5. User will submit \$ 75.00 deposit on day of event. Returnable when contracted requirements are met. Failure to leave the facility in the proper condition will be a penalty and user will forfeit the \$75.00 deposit.

6. ASSIGNMENT User may not transfer or assign User's privileges under this Agreement to any third party. The User shall not grant access or allow a third party to operate in the kitchen at any time. Violation of this duty is grounds for immediate termination of this Agreement and the immediate discharge of that User from the kitchen.

7. HEALTH AND SAFETY RESPONSIBILITIES To ensure the safety of all persons associated with the HSCC facility, User shall also comply with the following duties:

A. Worker Safety User is exclusively responsible to ensure that User and its employees/associates observe proper safety procedures while using the Kitchen. No children under 16 are allowed in the kitchen when any food processing is taking place.

B. Right of Inspection The staff of HCSS retains the right to enter and inspect operations at any time during use. The health department of Cleburne County as well as the Food & Drug Administration shall have the right to inspect without prior notice at any time deemed necessary by their organization.

8. MISCELLANEOUS PROVISIONS:

A. Kitchen User Property User shall promptly remove any personal property from facility after scheduled event(s). If User's property is not promptly removed

or prior arrangements made to HSCC may take possession of, remove, and/or discard User's property.

B. No Oral Modification This agreement shall be modified in writing only, duly signed by User and HSCC.

9. TERMINATION This Agreement shall continue from the date of execution until December 31, 2020, unless terminated as provided in this Section. Any financial obligation to HSCC shall survive the termination of this Agreement.

A. Voluntary Termination This Agreement may be terminated at any time upon mutual agreement of HSCC and the User. User may terminate this Agreement at any time upon 14 days written notice to HSCC.

B. Breach or Default User must correct any violation, breach, or failure to keep or perform any conditions of this Agreement within three (3) days after receiving written notice of such form the from HCSS. If more than three (3) days pass without any corrective action taken by the User, HSCC may, in its sole discretion, terminate this Agreement.

This Agreement is executed this _____ day of _____ 2020, by the duly authorized representative of each party.

Heber Springs Community Center

Legal Name of User

By: _____ Event Coordinator

By: _____ Caterer

Authorized Representative

(For Kitchen User) I received a copy of this document on _____, 2020.