

SHOALS CULINARY CENTER

NAME: _____ **DATE** _____

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

EMAIL ADDRESS: _____

BUSINESS PHONE: _____ **CELL PHONE:** _____

WEB ADDRESS _____

SOCIAL MEDIA OUTLETS _____

WHAT IS THE FOOD PRODUCT YOU WILL BE PRODUCING/PREPARING?



Shoals Business Incubator

KITCHEN USE AGREEMENT

This agreement is made the _____ day of _____, _____ between the Shoals Business Incubator (SBI) d/b/a Shoals Culinary Center (the "lessor") and _____ (the "client").

For value received, and in consideration of the mutual covenants, these parties agree as follows:

I. Premises and Term. The Client hereby hires the use of the Kitchen of the Shoals Culinary Center to prepare _____ (describe product) and understands that the Client is not authorized to use the facility for any other purpose than stated on the following basis:

Use of the facility on an hourly basis.

1. Rent of **\$25** per hour (minimum one hour) will be billed on the last day of each calendar month and is due and payable when the invoice is received. Any client using the facility less than 16 hours per month must pre-pay for time
2. A deposit of **\$250** will be due and payable before use of the kitchen. Deposit will be retained by the Shoals Business Incubator for fair compensation for client's failure to perform as stated under this kitchen use agreement, or for damage or loss by the SBI as an indirect or direct result of client's actions. Deposit shall be refunded to client less any deductions for repairs, or cleanup directly related to your operations and/or outstanding balance of rent due upon termination of this agreement.
3. Client agrees to acquire and maintain a minimum of \$1 million each of product liability and general liability insurance with the Shoals Entrepreneurial Center and the SBI as added named insured. The client shall furnish proof of insurance to the SBI showing that the insurance described above is in full force and effect prior to processing any food products in the commercial kitchen that will be offered for sale. Should the SBI receive notice of cancelation of said insurance, the client will be notified to cease operations immediately until such time as insurance is reinstated and the SBI is notified of same.
4. Client should obtain insurance sufficient to cover inventory. The Shoals Entrepreneurial Center, the Shoals Business Incubator, nor the Shoals Culinary Center is liable for any client food products damaged or missing from the Culinary Center. This applies to both dry goods and refrigerated goods and includes food products lost due to Acts of God, power outages, or cooler/freezer maintenance issues.
5. Use of the kitchen will be allowed at **scheduled times only**. Time must be scheduled at least one week in advance and is available on a first-reserved basis.

6. Hours are to be reported on or before the last day of the month. If hours are not reported, client will be billed for time scheduled. Client will be charged for time reserved if not canceled twenty-four hours before scheduled time.
7. Any client who incurs billing for kitchen usage, will be billed a monthly chemical surcharge fee of **\$37** to cover costs of cleaning and chemical cleaning agents
8. Storage rates vary – please refer to the attached storage fee schedule attached hereto

The Client acknowledges receipt and review of, and shall be bound by, the Shoals Culinary Center Kitchen Operating Policy and Professional Standards of Conduct, a copy of which is attached and incorporated by reference.

To evidence their agreement, these parties have subscribed their names to be effective that date and year written below. The term of this agreement expires one year from the effective date below.

Shoals Business Incubator

By _____ Date _____
Giles McDaniel, Executive Director

Kitchen Client _____
Print Name

Signature _____ Date _____



Shoals Business Incubator

3115 Northington Court
Florence, AL 35630

CREDIT CARD AUTHORIZATION FORM

Please complete all fields. You may cancel this authorization at any time by contacting us at 256.760.9014 or notifying us via email at suane@shoalsbusinessincubator.com. This authorization will remain in effect until canceled.

CREDIT CARD INFORMATION

CARD TYPE: Mastercard ___
 Visa ___
 Discover ___
 Other _____

Cardholder Name (as Shown on Card): _____

Card Number: _____

Expiration Date: _____

Cardholder Zip Code (from credit card billing address): _____

3-digit CVV: _____

I, _____ authorize Shoals Entrepreneurial Center d/b/a Shoals Business Incubator to automatically charge my credit card shown above for Commercial Kitchen hours not to exceed \$_____ on the 20th of each month. I understand that my information will be saved for future transactions on my account.

Customer/Cardholder Signature

_____ Date: _____



Shoals Business Incubator

Professional Standards of Conduct

The Shoals Entrepreneurial Center (SBI) d/b/a Shoals Culinary Center agrees to provide _____ (the "client") access and use of Kitchen Facility as long as the following Professional Standards of Conduct are adhered to. Should the Client choose not to adhere to Professional Standards of Conduct, SBI, at its discretion, shall revoke the use of the Kitchen either temporarily or permanently.

The Professional Standards of Conduct are as follows:

- 1) Theft of Services: The Client will report hours of usage accurately and honestly at all times.
- 2) Theft of Items: The Client will not, under any circumstance take and or use other Clients items or equipment without the express permission of Client of ownership.
- 3) Respectful and Quiet Enjoyment: The Client will be respectful of other Clients and SBI staff. This includes speaking in a respectful tone, no use of inappropriate language, and refraining from threatening behavior.

Should the Client lose access to the Facility he or she may file a grievance to be reviewed by SBI staff. At that time it will be determined if access will be reinstated.

By signing below the Client agrees to adhere to Professional Standards of Behavior.

Client

Date

SBI Executive Director

Date



Shoals Business Incubator

Kitchen Operating Policy

A. Service to be Provided

Shoals Business Incubator (SBI) d/b/a Shoals Culinary Center (SCC) agrees to provide Client access to and use of the Incubator Kitchen facilities. Facilities and services provided shall include, but not be limited to, use of stoves, sinks, walk-in cooler, counters, dry storage, and such other services or equipment as described in the Kitchen Operating Policy, the SBI Kitchen Use Agreement and the Professional Standards of Conduct attached and herein incorporated by reference.

B. Operating Schedule

The SBI staff schedules Incubator Kitchen availability. Access to the kitchen, other than specified times, must be requested at least one week in advance and is available on a first-reserved basis. Cancellations must be made at least 24 hours in advance. In the case of late cancellations, the Client will be charged in full. SBI will consider unexpected situations on a case by case basis.

C. Security

The SBI commercial kitchen has minimal common storage areas. SBI assumes no responsibility for the Security of equipment or supplies the Client brings for use at the commercial Kitchen. Additional storage may be Security only with the prior written agreement of the SBI staff to be billed as per the attached storage rate schedule.

D. Product Liability Insurance

The Client will maintain a minimum of \$1,000,000 each of product liability insurance and general liability insurance with the SBI as added named insured. The Client shall furnish proof of insurance to the SBI showing that the insurance described above is in full force and effect prior to processing any food products in the commercial kitchen that will be offered for sale. Should SBI receive notice of cancellation of said insurance, it shall notify the Client to cease operations immediately and not to start again until SBI receives new certification evidencing that insurance described above is in full force and effect.

E. Inspection

SBI and its agents shall have the right to inspect the commercial Kitchen premises at all times and reserves the right to enter the same whenever SBI, in its discretion, determines that it is necessary.

F. Food and Equipment Safety and Sanitation

Each client will have at least one "Serv Safe" certified employee on the premise when using the commercial kitchen facility.

G. Permits and Licensing

Each client is responsible for obtaining necessary permits and business licenses prior to initial use of the commercial kitchen (please refer to the new client checklist for information on required permits and license)

H. Rent

It is expressly understood that rent shall be paid by the 20th of each month. If not received by the 20th of the month, SBi may elect to give the Client ten (10) days written notice of SBi's intent to terminate the Kitchen Use Agreement. Note: Any client using the facility less than 16 hours per month must pre-pay for time.

I. Default by Client

Client shall be in default if the Client fails to pay rent within fifteen (15) days after the same be due, and such failure shall not have been cured within another fifteen (15) days thereafter.

J. SCC Remedies for Default by Client: If the event of default, the SBi shall have the following remedies, which may be exercised consecutively or concurrently:

- (a) Terminate the Agreement upon notice to the Client. Upon termination of the Agreement by the SBi, the Tenant shall pay the SBi all matured, unpaid installments of rent and all other sums which may be owing under any other obligation of Client to SBi and,
- (b) SBi may terminate Client's right to access the Kitchen and sue the Client for the defaulted rent and any corresponding legal fees incurred

K. Lien for Rent

Client hereby grants a lien to SBi on Client's interest in all improvements, fixtures or personal property, including inventory, on the Premises. In the event the Client fails to make payment on past due rent, Client authorizes SBi to take possession of the property free and clear of Client's interest herein.

L. Facility and Common Equipment

Areas must be left clean and all equipment must be put away. This includes periodic thorough cleaning of common equipment. **If facility is not maintained properly, SBi staff will complete necessary cleaning and Client will be charged \$40.00 per hour for cleaning time.**

M. Professional Standards of Conduct

It is expressly understood that should the Client choose not to adhere to the Professional Standards of Conduct, the SBi may, at its discretion, revoke the use of the Kitchen either temporarily or permanently.

Please note, Client's lease covers space rental, utilities, and use of large common equipment; SBI is not required to provide pots, pans, utensils, or small wares.

Client Signature

Date _____

Printed Name

Business Name

SBI Executive Director

Date _____

SHOALS CULINARY CENTER – NEW CLIENT CHECK LIST:

Contact: Giles McDaniel, SCC Director at giles@shoalsbusinessincubator.com or 256-760-9014

1. Conduct market research for your product(s)
2. Calculate cost per item for product (**remember to include labor**)
3. Obtain nutrition analysis (\$75) (available through Auburn University-the SCC can assist with this process)
4. Convert volumes & weights for labels www.sciencemadesimple.net/conversions.html
5. Choose packaging – labels – bottles, etc. Note: A universal product code (UPC) is required for each product before the product goes into stores. We suggest obtaining the UPC before printing labels.
6. ServSafe certification is required within three months of start-up at the SCC
7. Health Permit - \$75.00(caterer) or \$150.00 (food processor)—Contact **Chris Jackson in Florence, Alabama at 256.764.7453. Do Not get this until you are ready to cook.** Permit fees must be renewed annually in September
- 8.
9. Business License (food manufacturer or caterer)—(\$50 to \$101) – Florence – 256.760.6681—Tuscumbia – 256.383.5463 (merchant general wholesale \$55 Retail is \$105) (**health permit is required before business license can be issued**).
10. Secure \$1 million general and product liability insurance (estimated \$299 to \$750 annual premium); the “Shoals Entrepreneurial Center” should be named additional insured.
11. **Register** with the FDA and provide the number for file at SCC. You may do this online at <http://www.cfsan.fda.gov/~furls/helpf2.html>. Support is available at 1-800-216-7331
12. Alabama Department of Revenue tax exemption for wholesale food processors only – no charge
For additional information you may visit www.ador.state.al.us
13. Sales Tax License for caterers or food processors selling to the general public at gift markets, flea markets, etc.– no charge
14. SCC clients purchase food products as a co-op for competitive food pricing; we currently have accounts with Halsey and Sysco food services.

15. SCC clients receive one free page on our web site
www.shoalsbusinessincubator.com

- **As a culinary client you will be required to submit your gross sales, investments, and payroll information each quarter for SCC reporting (this information is reported cumulatively – individual client information will remain confidential)**

IMPORTANT RESOURCES FOR FOOD ENTREPRENEURS:

"How To Start A Food Processing Business"
www.aces.edu/pubs/docs/H/HE-0753

Excellent information is available for small business planning at www.sba.gov

"How to Write a Business Plan" - www.bplans.com

Food Establishment Plan Review Guidelines from FDA
www.adph.org/ENVIRONMENTAL,

www.fda.gov Code of Federal Regulations—CFR 21 #100-#169. This material contains information you need for your food products pertaining to producing, labeling, etc. **Be sure to review the Good Manufacturing Practices (GMP's)**

Hazardous Analysis and Critical Control Points (HACCP) plan (refer to section 120.8 on CFR 21 at www.nsf.org or www.fda.gov)

www.TVAed.com good resources for entrepreneurs.

www.irs.ustreas.gov forms (publication 583 and 542)