

Webb City Farmers Market Kitchen

Introductory Lease Agreement for Use of WCFM Kitchen

Persons/businesses using the kitchen are subject to the following rules, regulations and policies as well as all Federal, State and Local laws and ordinances. Failure to comply may result in additional charges to the Lessee and security deposit being forfeit and the use or future use of the facility being denied.

1. The facility is not available for:
 - Any activity that involves the use of hazardous materials and/or weapons without permission of the kitchen manager.
 - Public events for which the kitchen manager deems the facility unsuitable.
2. Use of the kitchen name for purposes of publicity or branding shall be cleared with the kitchen manager prior to publication.
3. Smoking/vaping is prohibited inside the facility. Smoking/vaping is also not allowed near any entrance or exit. It is the smoker's responsibility to properly dispose of smoking waste.
4. Storage of supplies or products is not included in this lease and must be negotiated separately.
5. All set up and tear down shall be handled by Lessee.
6. Alcoholic beverages shall not be consumed in the facility or on park grounds. Alcohol may be used for culinary purposes. However, be mindful that setting off the fire suppression system incurs a fee of \$1,500 or more for replenishment.
7. Use of the facility does not constitute sponsorship or endorsement by the Market of Lessee or Lessee's activities or products.
8. No physical changes are permitted to the facility or its surroundings.
9. No nails or tacks may be used. Tape and dry board marks must be removed.
10. Lessee shall leave the facility in as good or better condition as found (including walls, floors and ceilings) and equipment (including oven and other interiors) in clean and good condition and shall return all tables, chairs and equipment to their original position after each use. Lessee shall also remove any trash containing items like food or food parts that could attract insects or create odors. Lessee shall also remove any empty containers, boxes or cardboard.
11. Lessee shall be responsible for reimbursing the Market for any and all damage to its furniture, equipment and/or the facility.
12. Lessee shall abide by all local and state and federal laws and ordinances, including all fire and health regulations when using the facility.
13. Lessee warrants that Lessee, its employees and guests will hold the City of Webb City, The Park Board of Webb City and the Webb City Farmers Market harmless from any and all liability resulting from Lessee's use.

14. Lessee shall hold City of Webb City, The Park Board of Webb City and the Webb City Farmers Market harmless from any loss or damage resulting from equipment or other failure and from unavailability of the facility. At Lessee's request, kitchen management will put Lessee on monitor alert for refrigeration and freezer units.
15. Children under the age of 16 are not allowed in the cooking section of the kitchen at any time without specific permission of the kitchen manager.
16. The rates may be re-evaluated at any time of the kitchen Manager's choosing.
17. The lease may be terminated without cause by the kitchen Manager or the Lessee with two weeks' notice given in writing.
18. All Lessees preparing food for public consumption must complete the ServSafe class offered by the Joplin Health Department (see below). Lessee must provide supervision for all Lessee's workers and ensure that safe food practices are followed at all times.
19. In addition to these requirements, Lessee should consult the Kitchen Operating Manual for kitchen procedures
20. Violation of the lease can result in immediate termination of kitchen privileges.

Reservations

The Kitchen is available for rent 24/7. It is a shared use facility and may be rented to more than one Lessee at a time, with the possible exception of when classes are in session.

Reservations are required for access and are available on a first-come, first serve basis.

The Market reserves the right to preempt or cancel reservations/rentals if an emergency arises.

Standard fees

- **The standard fee for kitchen use is \$10.00 per hour for prep only or \$15.00 or \$20 per hour if using the hood, depending on the number of appliances in use.**

Rates (above) may be discounted for monthly/long term rentals.

Lessees are cautioned to avoid any open fire that would set off the fire suppression system in the hood. Lessor must be notified immediately if the fire suppression system is set off. Such an occurrence results in a \$1,500 fee due from Lessee to Lessor if notified immediately and a fee of \$2,000 if notice is not timely given.

Standard storage fees

- **Weekly 10-gallon tub for dry storage and an 11" x 16" tub for cold storage is \$5.00 per week.**
- **Weekly walk-in freezer storage for an 11" x 16" tub is \$8.00 per week.**
- **Weekly dry storage is \$10.00 per shelf per week or \$30.00 per month.**
- **Weekly cold storage is \$15.00 per week per shelf.**
- **Weekly walk-in freezer rate is \$20.00 per week per shelf.**

Rates for long term dry storage and cold storage (above) may be discounted for long term rentals.

The Market does not guarantee storage space unless agreed to prior to the rental.

Lessee is responsible for ensuring that coolers and freezers are tightly closed to ensure maintenance of proper temp and that kitchen is securely locked when not occupied.

The market kitchen is inspected by the Jasper County Health Department; however **Lessee is responsible for any additional inspections or licensing required by law.**

Lessee is required to take the next available **ServSafe Class and provide the Market Manager with a copy of the Lessee's ServSafe certificate and Food Service License.**

The kitchen is monitored with a video/audio surveillance system.

All lease fees and deposits are due and payable to The Webb City Farmers Market at the time of application.

The Market reserves the right to waive or increase fees and/or deposits. All fees are subject to review and change.

Lease may be terminated without cause by the kitchen Manager or the Lessee with one week's notice given in writing.

Invoices are due immediately upon invoicing. We accept cash, check, money orders and credit cards.

Contact Information: David Hill WCFM Market Manager (417)-499-4831 dhill2213@gmail.com

Any violation of the lease agreement can result in immediate termination of kitchen privileges.

ServSafe Class

Dates: 2nd or 3rd Wednesday of every other month.

Cost: \$5.50 a person (cash or check). Each student receives a copy of ServSafe Food Handler Guide and Certificate of Achievement at completion of the course.

Duration: approximately 2 to 2.5 hours.

Location: Joplin Public Safety Training Facility (PSTF)
5102 Swede Lane, Webb City, MO 64870

Across HWY 171/MacArthur Drive from the Joplin Regional Airport

Registration: You must pre-register at 417-623-6122 for classes as class space is limited.

2018 Calendar

Wednesday, February 21st, 2:00pm

Wednesday, April 18th, 9:00am

Wednesday, June 13th, 2:00pm

Wednesday, August 15th, 9:00am

Wednesday, October 17th, 2:00pm

Wednesday, December 12th, 9:00am

The Webb City Farmers Market Kitchen - Application for Kitchen Rental - *PLEASE PRINT*****

Name of Lessor: _____

Anticipated rental dates/days/hours: _____

Name of Requestor/Contact: _____

Best Contact Number: _____ Email address: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Proposed use of the facility:

Lessee understands that this is an introductory rate and that the kitchen is a shared use facility and several renters may use the premises at the same time.

\$100 Deposit enclosed: yes no (circle)

Person responsible for payment: _____

Signature of person responsible for payment: _____

Billing Address and telephone number of person responsible for payment (& to whom deposit should be refunded):

I have read the rules regarding use of the Kitchen and agree to comply with them. I warrant that the persons using the kitchen are thoroughly familiar with the use of the equipment and will comply with all safety, food safety rules and all rules in the lease agreement.

Signature

Print name

Date