TRAIN STATION
USE AGREEMENT

The Terms of this Use Agreement are between, _____, hereafter referred to as "Tenant," and Town of Abingdon Train Station Commercial Kitchen, hereafter referred to as "Station." This agreement is effective upon the date of execution, listed below, on a month-to-month basis until one party terminates the agreement in writing. Tenant and Station agree to the following terms:

1. **Services & Access.** Station shall provide Tenant and Tenant's approved staff, employees, or volunteers, with nonexclusive access to and use of the Station's commercial food processing facility, subject to the terms of this agreement.

    a. Tenant shall indicate the individual/business signing this lease. User shall indicate the commercial business' staff, employees, volunteers, or other individuals on the premises involved in production. User shall also refer to participants of classes, workshops, or other programming.

    b. Tenants and Users must agree to follow standard operating procedures and follow good manufacturing practices to maintain security, safety, and sanitization standards for all.

    c. Services provided are subject to rental rates determined by a set fee schedule, approved and published by the Town Council. Rates are subject to change at any time, but Tenants will be given as much advance notice as possible.

    d. Access shall be granted to approved Tenants, seven days a week, 24/7, according to a pre-approved booking schedule. Tenants shall have access to kitchen processing areas, dry storage, cold storage, cleaning closet and cleaning agents, equipment, via a key fob. Only one key will be issued to each tenant and replacement keys shall be billed according to the fee schedule. Tenants may access storage areas without booking production time, so long as Tenants enter through the main kitchen doors and do not disrupt other rentals.

    e. Other services provided by Station include equipment maintenance and repairs, utilities, and quarterly janitorial services.

    f. Doors shall only be propped open during loading/unloading and shall be promptly closed thereafter.

2. **Restrictions**.

    a. Only products used for human consumption will be deemed appropriate for manufacturing in Station. Pet foods, skincare products, cosmetics, and houseware may not be manufactured in Station.

    b. The Station, building, and property exterior are SMOKE, ALCOHOL, and DRUG-FREE. Tenants and staff suspected of smoking or using alcohol and/or illegal drugs on the premises will be asked to remove themselves from the property and will not be refunded for hours lost. Drugs, including drug byproducts, may not be used as ingredients in manufactured products within Station. Station reserves the right to immediately terminate tenancy, and contact authorities, in case of suspected use of these substances on the property.

    c. All members must obtain the proper permits (Department of Health or Agriculture).

    d. All non-members must rent the entire Station to prevent any cross contamination of permitted vs unpermitted usage.

3. **Scheduling & Payment.** Production in the kitchen without prior booking and payment will result in immediate termination of the lease.

    a. The kitchen is available for booking in advance. Certain times may be blocked off for Town related events or activities. **The kitchen is not considered booked until payment has been received.**

    b. If for any reason, the payment method declines, access to the facility will be restricted and the Tenant will be contacted to correct the payment. If no payment is within 48 hours and Tenants do not inform kitchen manager to make alternate arrangements, all remaining bookings may be canceled without refund, and this lease agreement shall be terminated. If a check is returned, an administrative fee will apply.

    c. **Hours booked but not used will not be reimbursed.**

    d. **Cancellations within 48 hours of the booking will not be reimbursed**.

    e. Rent will not be prorated for early move out. Deposits may be returned upon termination of this agreement if no equipment has been broken, no additional or extensive cleaning is needed, and key fobs are returned in working condition.

4. **Tenant Requirements.** The Tenant agrees to operate in full compliance with all applicable federal and state laws from the Food and Drug Administration (FDA), and United States Department of Agriculture (USDA), and Department of Health. The Tenant agrees to provide all documentation required to prove compliance. Station has a transparent relationship with regulators and reserves the right to share information relating to your Station use with inspectors and regulatory agencies.

    a. Commercial Tenants shall submit to the Town of Abingdon who will hold the following complete documentation:

        i. valid Property Verification and New Tenant Intake Form

        ii. valid Food Handler Manger's Certificate

        iii. valid general commercial liability insurance with a minimum coverage of $1,000,000, with 'The Town of Abingdon 133 West Main Street Abingdon, VA 24210' named as an additional insured.

        iv. valid workers' compensation policy for additional employees.

        v. valid Business License with the Town of Abingdon.

            1. Tenant must complete a Form W-9, Request for Taxpayer Identification Number and Certification, noting their business tax identification number or Employer Identification Number (EIN). To acquire a business EIN, visit: www.irs.gov/Filing/Self-Employed-&-Small-Businesses.

            2. Tenant must obtain a Virginia Sales and Use Tax Registration Certificate.

    b. The Tenant is responsible for providing their staff training and ensuring all operating procedures and safety guidelines are followed.

    c. All Tenants, employees, volunteers, or participants must submit the following:
        i. Facility Waiver and Emergency Contact Form
        ii. Standard Operating Procedures and Facility Orientation

d. It is the Tenant's responsibility to update documentation when information changes or expires. Failure to update expired documents within 30 days may result in termination of this lease.

e. Only approved Tenants and their staff may utilize the kitchen. The Tenant shall adhere to state regulations regarding underage workers.

f. Tenants shall be held liable for any damage caused by anyone they allow into the building. Transfer of keys or granting access to a third party is a violation that will result in immediate termination of this agreement.

g. Commercial Tenants found to be making products from home or in another kitchen while claiming to be working entirely from the Station will be immediately banned from further kitchen use and this agreement shall be terminated with no refunds.

5. **Media and Confidentiality Policy.** As a shared-use facility, the Station may be occupied by many Tenants at any given time. All parties shall respect and acknowledge proprietary knowledge to remain confidential including recipes, techniques, formulations, financial and business records, etc. Recording, photography, or other press is not allowed on the premises without express consent of the Station Manager, apart from general social media posts of prepped food for promotional purposes. Station staff have the right to review security camera footage, audit the door entry system, complete random inspections, or perform any necessary measures to ensure compliance and safety.

6. **Limitation of Liability**. Station makes no representations, warranties, or guarantees that the services provided will result in the success of the Tenant's company. *The Tenants alone are in control of the company and its success or failure.*

a. The Tenant assumes all production risks in connection with the facility and equipment. Station assumes no responsibility for any other production requirements other than use of the facility. Station assumes no responsibility for security or food safety standards of any equipment or supplies provided by the Tenant. Under no circumstances shall the Station be liable to the Tenant for any failure to meet volume production, expected quality and/or other failure of the production process. **Tenants are responsible for all product and/or labor loss associated with the production process.**

b. Town of Abingdon, Station, or staff shall not be liable for any damages to either person or property sustained by the Tenant or by any third party arising in any way out of the Tenant's use, operation, occupancy of the facility premises, or sale or

distribution of any product manufactured on the Station's premises. The Tenant agrees to indemnify, defend and hold harmless the Station, the Town of Abingdon, and its employees, agents, and officials from all claims of damage, except for gross negligence, resulting from equipment failure, error or malfunction, or instances that may occur, including but not limited to, power failure, third party interference, acts of god, unforeseen circumstances, or other situations in which Station had no control over or ability to predict or prevent, costs and liabilities arising from or in connection with damages, injuries to persons or property in, upon or about the Station 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 Tenant.

c. If damages to equipment or the facility are found to be the result of Tenant negligence, the offending party shall be held financially responsible for the cost of repairs and/or replacement.

7. **Addendums.** Station reserves the right to make changes and addendums to this agreement. Tenants will be notified of changes in writing. If agreement changes and addendums are not signed within thirty days of receipt, Station reserves the right to terminate this agreement. No modification can be made to this agreement orally; only a written amendment signed by both parties shall constitute a valid change to this agreement.

8. **Termination.** Termination of this agreement must be made in writing, by either party, within 30 days of designated move-out day. Such notice shall include the reasons why Tenant or Station are terminating the agreement. Termination letters will only be accepted when submitted by the Tenant or their duly authorized representative. Station may terminate this lease without giving notice for failure to pay rent, repeated violations, or other reasons outlined in this agreement and in the Standards Operating Procedures.

By signing below, you, as a Tenant, 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, Station reserves the right to impose a fine or terminate the agreement.

By: _____

Printed Name of Station Manager, Town of Abingdon

_____

Signature of Station Manager, Town of Abingdon

By: _____

Legal Name of Tenant's Business

_____

Printed Name of Business Owner or Representative

_____

Signature of Business Owner or Representative