



Fresh Harvest Kitchen Commissary Member Agreement & Lessee Contract 2025

Food Business Name:

Owner/licensee Name: Business Owner/Member Name

Commissary Membership Level: Retail Food Processor

Commissary Membership Fee: \$300.00 / annually

Kitchen Entry Key Deposit: \$200 / one time

+ Kitchen Use Rental Rates and Deposits, see below.

Commissary Membership Includes:

- Free advertising via SRICD and FHK's social media and other networks
- Access to SRICD's network of farms and producers for sourcing fresh products.
- Basic kitchen cleaning supplies (ie paper towels and trash bags) and trash disposal
- Products featured at FHK's Free Monthly Community Dinners
- One Free Pop-up Event featuring your business Ghost Restaurant Pop-up, Cooking Demo, Retail Sales Pop-up etc.
- Additional Pop-Ups after your 1 free event can be held as time/space of shared kitchen allows @ \$20/Hour (kitchen hourly rental rate)
- "Order Pick-Up" Days/Times - \$20/Hour (kitchen hourly rental rate).

Membership Agreements:

The Retail Food Processing Member & Commissary Kitchen Lessee acknowledges and agrees to the following:

- ONLY Use the Kitchen during approved and scheduled times
- NOT Use the Kitchen during SRICD/FHK or our partners are hosting events
- NOT Use the Kitchen during Free Community Dinner, every second Tuesday of each month.





Fresh Harvest Kitchen Commissary Member Agreement & Lessee Contract 2025

- ONLY Book "Kitchen Space #2" during Open FHK Market retail hours. *Please note: FHK Retail Market Open Hours are subject to change. Please see Current Open Market Hours + How to Book Your Kitchen Rentals Hours document in your packet.*
- FHK holds the right to cancel or move members to an alternate kitchen rental space.
- rental hours must be booked one week prior
- Members will be billed at the hourly rate of hours booked regardless of the time spent.
- 72-hour cancellation is required, or member will be charged for all hours booked.
- to take part in one, 3 hour pop-up event to promote their product.
- to promote FHK by sharing FHK social media and advertising materials in good faith.
- to provide FHK with member products at 15% off of retail prices. FHK agrees to promote and sell member products in the FHK retail store at the member's advertised price.

Parking: Member may not park in the main parking lot during regular plaza hours. Parking is available on the other side of laundry mat.

Fresh Harvest Kitchen has 2 Food Processing Kitchen Spaces:

Kitchen 1 – The Retail Front Kitchen/Food Demo & Cooking Class Kitchen

Kitchen 2 – The Back Kitchen

The Kitchens Spaces may be rented for a minimum of 4 hours unless a shorter block is pre-approved.

Both Kitchen 1 & 2 share cooking equipment. FHK will try to book one business at a time in Kitchen 1 or 2, however to meet everyone's demands and needs you may be booked in Kitchen space 1 while another Food Processor is in Kitchen 2. Kitchen Use Rentals will be granted with an effort to ensure your business has access to the appropriate cooking tools free & available to you during your Pre-Booked Rental Time. That being said, FHK is a Shared Commissary Kitchen Space and therefore some movement between kitchens and sharing may occur.

Kitchen Rental Rates

All Kitchen Lessee's using the shared commissary kitchen are required to be members at the FHK Retail Food Processing Member Level (\$300 per year).

Kitchen Use Rental Rate: \$20.00 per hour

Storage Rental Rates

Cold Storage: One (1) single door refrigerator or freezer: \$20/month per unit





Fresh Harvest Kitchen Commissary Member Agreement & Lessee Contract 2025

One (1) shelf in a single door refrigerator/freezer:

\$5/month per shelf

Dry Storage: **One locking wire shelf unit** \$5/month

Blast Freezer/Chiller: \$20/day

Deliveries to FHK: \$35/delivery fee, must pre-schedule/approve by FHK Mgt 48 hrs in advance.

No fees apply to enter FHK to take deliveries and gather/return stock/supplies for markets.

It is understood you may access rented refrigeration and dry storage any time you are using the kitchen.

Member agrees to the following as of date, year.

1 locking wire shelf unit	\$included
Refrigeration	\$
Kitchen Rental, blast freezer, delivery fees	As needed
Total monthly rent for storage	\$

Total due upon Signing: \$500

(\$300.00 + \$200 Kitchen Key Deposit = \$500)

☐ Payment Received upon Signing Date

☐ Payment Date to be Received _____

Michael Riley, Acting District Manager, SRICD

Date: _____

Accepted : _____

Fresh Harvest Kitchen Coordinator

Date: _____

Accepted By Commissary Client : _____

Date: _____





PERSONAL GUARANTY

I, the undersigned ("Guarantor"), unconditionally and irrevocably guarantee to FRESH HARVEST KITCHEN all monies due under the Agreement, and unconditionally and irrevocably guarantee FRESH HARVEST KITCHEN the timely performance of all obligations of Licensee under the Agreement and that I will personally abide by the same. Guarantor understands and agrees that its liability hereunder shall not be affected in any way by amendment, settlement, or other agreement between Licensee and FRESH HARVEST KITCHEN. Guarantor agrees that FRESH HARVEST KITCHEN may proceed against Guarantor without first proceeding against Licensee or exhausting any security now or hereafter held by FRESH HARVEST KITCHEN. Guarantor waives all presentments, demands for payment or performance, notices of default, protest, acceptance of this guaranty and all other notices to which Guarantor might otherwise be entitled, and agrees to pay on demand all costs and expenses, including reasonable attorney's fees, that may be incurred by FRESH HARVEST KITCHEN in enforcing this guaranty.

Full Name (Please Print):

Title: Individually and Personally Signature:

DATE:



SERVICES AND LICENSING AGREEMENT FRESH HARVEST KITCHEN WESTERLEY, RI

This **SERVICES AND LICENSING AGREEMENT** ("Agreement") is by and between the licensee(s) identified on the signature block of the Agreement ("Licensee") and FRESH HARVEST KITCHEN ("FRESH HARVEST KITCHEN"). As used herein, "you" and "your" refer to the Licensee and "we" and "our" refer to FRESH HARVEST KITCHEN. Each of Licensee and FRESH HARVEST KITCHEN is a "Party" and FRESH HARVEST KITCHEN and Licensee are collectively "Parties." For good and valuable consideration, the sufficiency of which is hereby acknowledged, Licensee and FRESH HARVEST KITCHEN hereby agree to the following terms and conditions.

1. **PREMISES** - The address and location of the Premises to which Licensee shall have license to use and access pursuant to this Agreement is/are as follows ("Premises") – FRESH HARVEST KITCHEN, 9 East Avenue, Unit F, Westerley, RI 02891
2. **COMMENCEMENT** - This Agreement commences on the _____ day of 2025 (Commencement Date") and is effective after each Party has signed ("Effective Date").
3. **LICENSE** - Commencing on the Commencement Date and continuing month-to-month (i.e., monthly), FRESH HARVEST KITCHEN hereby grants you, and you hereby accept from FRESH HARVEST KITCHEN, a revocable and limited license to access and use the Premises and facilities located at FRESH HARVEST KITCHEN for food preparation, food production or other food business-related purposes. This license is expressly limited as provided for by the Agreement and its Incorporated Documents. The Agreement and/or license does not create a possessory interest or tenancy of any kind. You may use the Premises for no other purpose than set forth in the Agreement without prior written permission from FRESH HARVEST KITCHEN. Licensees shall not use FRESH HARVEST KITCHEN Premises in violation of any state or federal ordinance or law, or in any manner disruptive to FRESH HARVEST KITCHEN or its other licensees.
4. **FACILITIES** - FRESH HARVEST KITCHEN provides use of the Premises and facilities and services including, but not be limited to, use of shared-use kitchens and all equipment located in the kitchen space; refrigerators, freezers, individual storage areas; preparation space other such services as described in the FRESH HARVEST KITCHEN Rate Sheet ("Rate Sheet") and subject to the rates specified in the Rate Sheet. FRESH HARVEST KITCHEN will not provide all the equipment that may be necessary for production. Licensees may need to provide their own required utensils, tools, supplies, or other specialized equipment. As reasonable at its sole discretion, FRESH HARVEST KITCHEN will pay for all general operations fees, including heating, ventilation, and air conditioning (HVAC), electricity, water and sewer, waste disposal, pest control and internet service.
5. **OPERATING SCHEDULE** - Kitchen usage is scheduled by FRESH HARVEST KITCHEN which reserves sole discretion to allocate and grant or deny kitchen usage requests ("Calendar"). A representative of FRESH HARVEST KITCHEN will review and approve schedule proposals. FRESH HARVEST KITCHEN reserves the right, for any reason and at any time, to adjust the Calendar. FRESH HARVEST KITCHEN will provide a minimum of 12 hours' notice to alert Licensee of any such changes and will work to minimize any disruption to Licensee's planning. Licensee agrees and acknowledges that FRESH HARVEST KITCHEN shall not be responsible or liable for any costs, fees, or losses of any type of manner that are or may be incurred by Licensee because of changes to the Calendar.
6. **RATE AND FEES** - You will be charged in accordance with the Rate Sheet. Monthly fees are invoiced retroactively and due and payable upon receipt. Licensee will timely pay all fees invoiced to it or otherwise due, including all applicable taxes. Use of FRESH HARVEST KITCHEN Premises and facilities will not be permitted unless the Licensee's account is current. Prices, rates, and fees charged by FRESH HARVEST KITCHEN may be adjusted over time by FRESH HARVEST KITCHEN at its sole discretion. FRESH HARVEST KITCHEN uses its best efforts to provide communication about anticipated price, rate, and/or fee changes well in advance to enable Licensees to budget accordingly. Licensee

agrees to license a minimum of 4 hours of kitchen usage each month and will be charged for the minimum allowed hours even if Licensee uses the Premises or facilities for fewer hours or less than such minimum. All charges on the invoice shall be final if not questioned in writing to FRESH HARVEST KITCHEN within 3 days of the invoice date.

7. **DEPOSIT** - As specified in the FRESH HARVEST KITCHEN Rate Sheet, Licensee must deposit a security, cleaning, and key deposit with FRESH HARVEST KITCHEN. Such deposit will be retained by FRESH HARVEST KITCHEN and may be applied to pay and recover any loss, cost, damage, or expense, including attorney's fees sustained by FRESH HARVEST KITCHEN by reason of the failure of Licensee to comply with any provision of the Agreement. To the extent not necessary to cover such loss, cost, damage or expense, the security deposit will be returned to Licensee within 30 days after termination or expiration of the Agreement. The security deposit is not to be considered as an advance payment of fees or as a measure of the loss, cost, damage, or expense that is or may be sustained by FRESH HARVEST KITCHEN.
8. **INCORPORATED DOCUMENTS** - By and through its below signatures, Licensee agrees to the terms and provisions of the FRESH HARVEST KITCHEN Standard terms and other and additional listed documents and FRESH HARVEST KITCHEN policies, including without limitation those listed below. Violation of any Incorporated Document may result in immediate termination from the FRESH HARVEST KITCHEN and/or the Agreement.
 - FRESH HARVEST KITCHEN Standard Terms
 - FRESH HARVEST KITCHEN House Rules
 - FRESH HARVEST KITCHEN – Seafood Processing Terms (if applicable)
 - FRESH HARVEST KITCHEN Rate Sheet
9. **MODIFICATIONS** - Maintaining a safe, productive, and innovative environment and culture, and sustainable organization, and workplace at FRESH HARVEST KITCHEN will require adjustments to the terms of the Agreement and its Incorporated Documents from time to time. If FRESH HARVEST KITCHEN needs to make any such changes, FRESH HARVEST KITCHEN will provide written notice of such changes. Licensee shall inform FRESH HARVEST KITCHEN of all specific changes it does not find acceptable in writing within 7 business days of notice or is deemed to have accepted all such terms and/or changes to the Terms of this Agreement. FRESH HARVEST KITCHEN reserves the right at its sole discretion to decline to renew the Agreement and/or terminate the Agreement pursuant to its applicable provisions if Licensee does not agree to the terms and/or any changes to the terms of the Agreement.

FRESH HARVEST KITCHEN

Full Name (Please Print): Michael Riley

Organization: FRESH HARVEST KITCHEN

Title: Acting District Manager

Signature:

DATE:

LICENSEE:

Name (Please Print):

Organization:

Title:

Signature:

DATE:

Daily Commissary Service Log

Member Name: _____

Month & Year: _____

DATE	TIME IN	TIME OUT	DATE	TIME IN	TIME OUT

I affirm that the Hours and Dates listed above are honest and accurate as recorded.

Signature of Commissary Member

Date – last use of current month.