

Hilltop Shared Kitchen User Agreement

This Shared Kitchen Agreement (the “Agreement”) is made and entered into as of [Date], by and between the Hilltop Economic Development Corporation (the “Provider”) and [Baker/Chef's Name/Business Name] (the “User”). The Provider and the User may collectively be referred to as the “Parties” or individually as a “Party.”

1. Purpose

The purpose of this Agreement is to establish terms and conditions for the use of the Hilltop Shared Kitchen located at 733-735 Brownsville Road (the “Kitchen Space”). The Kitchen Space will be utilized by independent bakers and chefs based on a tiered system of access.

2. Tiered Access System

The User may select one of the following access tiers based on their needs and availability:

- **Tier 1:** Unlimited access to the space during business hours; 20 hours per week of scheduled equipment usage (e.g. stove, oven); priority scheduling; designated cool and dry storage.
- **Tier 2:** Access to the space and use of equipment (e.g. stove, oven) scheduled on an hourly basis; designated cool and dry storage.
- **Tier 3:** Prep and dry storage only; Access to the space for prep must be scheduled.

User and Provider have agreed on the following tiered access:

- **Tier 1:** _____ (User Initials) _____ (Provider Initials)
- **Tier 2:** _____ (User Initials) _____ (Provider Initials)
- **Tier 3:** _____ (User Initials) _____ (Provider Initials)

3. Scheduling and Availability

Usage will be scheduled on a first-come, first-serve basis in accordance with the *Hilltop Shared Kitchen Standard Operating Guidelines*, as amended, with priority given to Tier 1 Users.

4. Fees and Payments

4.1 **Fees:** The User agrees to pay the following fees based on the selected tier:

- **Tier 1:** \$400 per month
- **Tier 2:** \$10 per hour (minimum of 8 hours, or \$80 per month will be charged)
- **Tier 3:** \$50 per month

4.2 **Payment Terms:** Payments are due on the 1st of each month. Checks should be made payable to "Hilltop Economic Development Corporation" and mailed to 150 Brownsville Road, Pittsburgh, PA 15210. Late payments are subject to a 10% penalty.

5. Responsibilities of the User

5.1 **Compliance:** The User agrees to comply with all local health and safety regulations, as well as any specific rules and procedures established by the Provider.

5.2 **Cleanliness:** The User is responsible for cleaning the Kitchen Space after each use, including equipment and surfaces. Any waste must be properly disposed of in designated containers. User will be given one written warning for failure to clean. After that, each subsequent incident shall be cause for a \$75 fine.

5.3 **Equipment:** The User must only use equipment approved by the Provider. Any damage to equipment must be reported immediately. Intentional misuse is subject to immediate termination and civil action.

6. Responsibilities of the Provider

6.1 **Maintenance:** The Provider will ensure that the Kitchen Space is maintained in a clean and functional condition, including routine cleaning and maintenance of equipment.

6.2 **Availability:** The Provider will make reasonable efforts to ensure that the Kitchen Space is available as scheduled. In the event of maintenance or other issues, the Provider will notify the User promptly and attempt to reschedule or offer alternative arrangements.

7. Notices and Correspondence

All notices and official correspondence between the parties should be sent to the mailing addresses below:

Provider:

Hilltop Economic Development Corporation

Attn: Rick Hopkinson

150 Brownsville Road

Pittsburgh, PA 15210

User:

8. Term and Termination

8.1 **Term:** This Agreement will commence on [Start Date] and continue until [End Date] unless terminated earlier in accordance with this Agreement.

8.2 **Termination:** Either Party may terminate this Agreement with 60 days' written notice. The Provider may terminate immediately for breach of Agreement terms or non-payment.

9. Liability and Insurance

9.1 **Liability:** The User assumes all risk and liability for their use of the Kitchen Space. The Provider is not liable for any loss, damage, or injury incurred by the User.

9.2 **Insurance:** The User must maintain adequate insurance coverage for their activities and equipment used in the Kitchen Space. Proof of insurance must be provided upon request.

10. Miscellaneous

10.1 **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements or understandings.

10.2 **Amendments:** Any amendments to this Agreement must be in writing and signed by both Parties.

10.3 **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

The Hilltop Economic Development Corporation

By: _____

Name: Rick Hopkinson

Title: Treasurer

[Baker/Chef's Name]

By: _____

Name: [Baker/Chef's Name]

Title: [Baker/Chef's Title, if applicable]