

Core Health Partners Foundation

Operational House Rules for the Togetherhood Nutrition Education Center



A Culinary Accelerator Initiative

Providing a Supportive Program and Environment
For
Food Entrepreneurs and Nutrition Innovators

Core Health Partners Foundation Culinary Accelerator House Rules

1. Introduction

The Core Health Partners Foundation Culinary Accelerator is a commercial shared-use commercial kitchen facility that may be reserved and used, along with the provided equipment and wares, by business Members to produce culinary products. A complete list of the available equipment and wares is available online at our website.

The procedures established for the use of the kitchen reflect requirements to meet State of Florida food safety and health, Department of Business and Professional Regulation (DBPR), Florida Department of Agriculture and Consumer Services (FDACS), standards for health and safety and to maintain commercial kitchen license. Therefore, all Members must follow the rules and guidelines.

2. Initial Requirements

Documents for Core Health Partners Foundation Culinary Accelerator Use:

- a. Completed Application and acceptance into the program.
- b. Copy of your Food Safety Certification (ServSafe).
- c. Certificate of Liability insurance with Core Health Partners Foundation as additional insured. A minimum of \$1,000,000 commercial general liability required.
- d. Copy of your DBPR or FDACS Food Vendor Business License.
- e. Business Certificate License from County. You are required to obtain your business tax or occupational license from the city/county you operate your business.
- f. Copy of your recipe listing all ingredients.

3. Kitchen Inspection

The Member must schedule and pass inspection with the respective entity (DBPR or FDACS) before use of the kitchen. It is the responsibility of Member to arrange this inspection.

4. Kitchen Food Safety and Equipment Training

- a. Prior to use of the facility and equipment, every kitchen user must attend one of the weekly food safety & equipment training classes provided by the Core Health Partners Foundation Manager.
- b. During the weekly food safety & equipment training class, the Manager will provide users with an overview of the shared equipment and wares, storage areas, general kitchen procedures, proper food safety and cleaning procedures.

- c. Use of certain equipment requires specialized training from the staff and must be completed by Members before member is able to use the equipment.
- d. Each Member, and member's employees, assistant/s or independent contractors must sign an equipment training form to signify on which equipment they have been trained.

5. Kitchen Reservations

Members must reserve kitchen time through the online calendar. Members will receive a login and password for the calendar once the application, all necessary paperwork is fully signed, the deposit has been received, and your application accepted.

6. Payments

Members will be billed at the first of the month for the membership level they signed up for. Member agrees to promptly pay all invoices for membership and in the circumstances to pay late fees if incurred. Membership is required to be paid through be paid by an electronic bank deposit.

7. Cancellation Policy

Cancellations must be made at least 24 hours in advance. In the case of late cancellations, the Member will be charged in full.

8. Usage Limitations

A reservation provides the Member and one additional assistant (certified food handler), for the time period booked, use of one (1) workstation.

9. Age Restriction

Members must follow all Florida Child Labor laws. Failure to comply with this policy may result in immediate termination of the member's agreement.

10. Animals

No live animals are allowed either inside or outside the kitchen facility at any time, except as required by law.

11. Guidelines for Core Health Partners Foundation Culinary Accelerator Use

We follow the food safety standards based on those set forth by the Department of Business and Professional Regulations (DBPR). Safety and sanitation should always come first when making work decisions in the preparations, dishwashing, and use of the facility. Follow guidelines in the DBPR's Food Handler's Guide to Food Safety to keep food and work areas clean, prevent cross-contamination, prepare each food to its appropriate temperature, chill and store food safely.

To ensure that the food prepared and served at facility is safe, Members will:

11-1a) Always wash hands with soap and warm water for 20 seconds before beginning food preparation, after handling food, or changing from one task to another and after using the bathroom.

11-1b) Cover hands with a bandage and a clean glove at all times if you have a cut or infection on your hands.

11-1c) Wash, rinse and sanitize cutting boards, serving dishes and countertops after preparing each food item and before you move onto the next item.

11-1d) After cutting raw food, wash cutting boards, knives, and countertops with hot, soapy water and sanitize them.

11-1e) Use a food thermometer according to the relevant instructions.

11-1f) Serve foods in small containers, using a clean container to refill supplies from the oven, saucepan or refrigerator.

11-1g) Remember the two-hour rule. Perishable foods like meat, poultry, seafood, and eggs should be refrigerated within two hours of purchasing or cooking. This is called the "two-hour rule." When the temperature outside is 90°F or higher, these foods should be refrigerated within one hour. Foods should be kept out of the temperature danger zone, between 40°F and 140°F. In this zone pathogens grow well. This includes both hot food and cold food. If it's been more than two hours (or one hour in temperatures above 90°F), discard the food.

11-1h) Cooking. Raw meat and poultry should always be cooked to a safe minimum internal temperature (140°F for ham; 145°F for beef, pork, lamb, veal, steak, chops; 160°F for egg dishes and ground meat; and 165°F for poultry, stuffing, casseroles, reheating leftovers). When roasting meat and poultry, use an oven temperature no lower than 325°F.

11-1i) Keep food out of the “Danger Zone.” Never leave food out of refrigeration over two hours. If the temperature is above 90°F, food should not be left out more than one hour. Keep hot food hot — at or above 140°F. Place cooked food in chafing dishes, preheated steam tables, warming trays, and/or slow cookers. Keep cold food cold at or below 40°F. Place food in containers on ice.

11-1j) Store ready-to-eat food (bread, salad, cake) on the highest shelves in the refrigerator. Store raw meats, poultry and seafood on the lowest shelves.

11-1k) Keep products in their original packages or wrap them to prevent juices from contaminating other foods.

11-1l) Any food items stored in the refrigerator must be cooled to 41°F or below before refrigerating.

11-1m) If raw meat, poultry, and seafood are not going to be cooked right away, refrigerate them and cook within two days. If you need to store these foods longer than 48 hours, freeze them.

11-1n) Most fruits and vegetables need refrigeration. Store them separately in crisper drawers. Refrigerate all sliced, pre-cut and peeled fruits and vegetables and follow the two-hour rule.

11-1o) For leftovers, follow the two-hour rule. Always cover food to retain moisture and prevent off odors. Cool hot foods to room temperature before refrigerating them. One of the most common causes of foodborne illness is improper cooling of cooked foods. Bacteria can be reintroduced to food after it is safely cooked. For this reason, leftovers must be put in shallow containers for quick cooling and refrigerated at 40 °F or below within two hours. To safely cool large amounts of food, use shallow containers or divide the food into small portions. This will help foods cool more quickly and minimize the time food stays in the temperature danger zone. Divide soups and stews into small portions in multiple shallow containers before refrigerating them.

11-1p) Freezing. All foods should be wrapped well to avoid freezer burn, which is when the food’s surface dries out and causes a dark color. For meats, freezer burn makes them tough due to loss of moisture. Write the date (with a permanent marker) on all freezer packages. Move older items forward and store the newer items behind them. Frozen raw foods that have been thawed in the refrigerator may be refrozen. Unused portions of frozen cooked foods thawed in the refrigerator may be refrozen.

11-1q) Allow foods to rest after cooking for the recommended time. This will allow food to complete the cooking process.

11-1r) Dry storage. Check labels for proper storage instructions because some foods need to be refrigerated after opening. Plan enough space for kitchen staples with a long shelf-life (e.g., rice, flour, sugar and spices). Rotate items each time you refill your cupboard, following the FIFO (“first in, first out”) rule. High-acid canned foods, such as tomatoes and juices, can be safely stored up to 12 months. Low-acid canned foods, including meat and most vegetables, can be safely stored for two to five years. Discard dented, leaking, bulging or rusted cans.

To reduce the risk of a food-borne illness, as well as to protect personal safety and comply with DBPR regulations, the following guidelines must be followed when using the facility:

11-2a) Do not come to the kitchen if you are sick with a contagious illness such as influenza, have a bad cold or symptoms of a stomach ailment (diarrhea or vomiting).

11-2b) Only Members (ServSafe certified) and assistants who are certified food handlers are permitted to be in the facility

11-2c) All Members must wash their hands in the designated hand washing sinks following the procedures posted above the sink before starting work.

11-2d) Gloves must be worn during all phases of food preparation, as well as when arranging ready-to-eat food for serving.

11-2e) Hair coverings, caps, or bandanas are required for men and women while in the FCA@I.

11-2f) Clean aprons must be worn at all times, except when using the bathroom. Please see the Facility Manager for issuance of an apron.

11-2g) Store coats, purses and other belongings away from food preparation areas.

11-2h) Food handlers may not eat or drink in the FCA@I. However, tasting and covered water bottles are allowed (“sippy” type, but not open containers).

11-2i) Cut only on cutting boards and not on the stainless steel counter tops. Wash all counter tops and work areas with sanitizing solution.

11-2j) The three-compartment sink is for dishwashing only. Instructions are posted above the sink.

11-2k) Food prep sinks are for food preparation only.

12. Food and Equipment Safety, Care and Sanitation.

The Client is responsible for obtaining and providing all valid permits, licenses and other similar items to be able to operate their food business in compliance with all local, state and federal rules and regulations.

1. Care of Equipment.

Manuals with complete use and care instructions for all accelerator equipment are located in the FCA@I office. If any equipment repairs are needed, notify the FCA@I Manager. Do not attempt to make repairs on your own. If new items must be purchased, submit a request to the FCA@I Manager. FCA@I-owned utensils and equipment cannot be removed from the accelerator.

2. Guidelines for Cleanup.

Each member is responsible for cleaning the assigned kitchen after use, including all equipment, tables and floors. The FCA@I will supply all necessary cleaning supplies and conduct a periodic deep cleaning. If the assigned kitchen is not clean upon inspection after Member use, there will be \$50 clean up fee.

a. All dishes, utensils, pans, etc., are to be cleaned, air dried and returned to the appropriate storage space. Nothing is to be left in/on the sinks, tables, floors, or counters. Handles of utensils and silverware should all face the same direction.

b. The food processor and all components are to be washed, rinsed, dried, reassembled and returned to their proper storage space after use, according to posted instructions.

c. Sinks, counters, tabletops, equipment, etc., must be thoroughly cleaned and sanitized after use.

d. All rubber rugs must be lifted off the floor, taken outside and cleaned.

e. Any food spills in refrigerator, freezer, microwave, stove, or ovens must be cleaned thoroughly using the appropriate cleaner and method as described on the cleaning instructions posted on the equipment.

f. Floors and all areas beneath all counters and equipment should be swept clean, mopped and sanitized. Afterward, buckets must be

washed out, mop heads rinsed, squeezed dry and hung to dry inside the mop bucket and returned to the janitor's closet.

g. Empty mop bucket wastewater into the designated mop sink only. Cleaning or rinsing of mops or custodial equipment in any facility's sink violates health codes and is not permitted.

3. User Checklist for Maintaining the Facility.

a. Fans above the stove must be turned on when cooking and turned off before leaving, unless someone is ready to use it afterward.

b. Dishes, pots, pans and utensils must be washed, dried and returned to their storage areas.

c. Countertops and sinks must be washed, sprayed with sanitizer and air-dried.

d. Stovetops and the oven, if used, must be washed clean.

e. The microwave, refrigerator and freezer must be wiped clean of spills and spatters.

f. Leftover foods must be properly disposed of, according to the Facility Manager's discretion.

g. The Facility floor must be swept clean and thoroughly mopped.

h. Supplies and equipment must be returned to their proper places.

i. All tables and chairs must be wiped clean.

j. Trash can waste bags should be tied and taken to the Dumpster. This is to prevent sour odors and pest infestation. The Dumpster is located outside the back door. All empty boxes must be broken down, flattened and placed in the recycling receptacle.

k. Trash cans should be relined with the proper size bags (spares are located at bottom of each trash container).

l. The Member's designated manager or supervisor must sign the Accelerator Use Log to verify that all food handling and cleanup procedures were followed.

4. Garbage.

A dumpster is located outside backdoor. All empty boxes must be broken down to flats and then placed in dumpster. All Members are required to empty their trash, properly bag it and place it in the dumpster outside. Do not use any other dumpster on Immokalee Regional Airport property. Recyclables (clean paper, glass containers, cans, plastic bottles) should be placed in the recyclables container, not the dumpster

5. Violations of Standards or Breakage.

If the Facility is left in acceptable conditions after use by any Member, the Member will immediately remediate the unacceptable condition upon the terms set by the verbal warning issued by the FCA@I Manager. A 2nd incident will result in a written warning. A 3rd violation will terminate member's right to use the Facility. Facility Management reserves the right to terminate or limit Member's use of the Facility at any time with or without cause.

13. Risk of theft. The Facility and Core Health Partners Foundation Incorporated shall not be liable for theft, misappropriation or damage to any property belonging to the Member or the Member's employees, agents or guests.

14. Smoking. Smoking or use of tobacco products and the use of electronic cigarettes is prohibited in all areas of the Facility.

15. Rental Dry and Cold Storage. All Members using the Facility to produce a product have the privilege of storing items in the refrigerator, freezer, or dry storage areas for a pre-paid fee. Members must follow all sanitary guidelines for storing food and remove all spoiled food from storage in a timely manner, or management will have to remove it.

16. Dry Storage. Members have the option to rent dry storage cages. The storage use fee is payable at the first of each month. We strongly recommend that food and equipment be secured in a lockable, commercial grade, approved bins. Members are responsible for providing locks to ensure security. The Facility Management and Core Health Partners Foundation is not responsible for missing or damaged items. In the interest of sanitation all storage areas must be kept organized and clean. All products and food items not in their original containers must be clearly labeled with your name, current date and contents, according to the Florida sanitation standards. Items not clearly labeled or stored in the member/s rented space may be discarded.

17. Cooler Storage. Members have the option to rent space (cages) in the walk-in refrigerator. All items must be clearly identified and labeled with the Member's name. Food items must be stored tightly covered, keeping in mind sanitation guidelines that dictate raw meats, poultry, fish, seafood and eggs on bottom shelves. You also are reminded that you must clean and sanitize your storage shelves at least once monthly. You must mop your area immediately if there are any spills, even if it's just water or melting ice.

18. Deliveries. Members may have deliveries made to the FCA@I, as long as they have cleared it with the manager and they (or a designated representative) is present to receive the delivery. Member must notify the Facility Manager about the pending delivery and schedule an appropriate time for drop off. The Member will be present at the specified date and time to receive the delivery, or must designate another Member to be here in their place, or make arrangements with the Facility Manager to handle the delivery.

19. Compliance with Accelerator and Safety Rules Policy. The Facility Manager will provide Members with a list of Facility safety rules that must be signed and dated, signifying they have read and will comply with these rules. These rules also will be posted in the accelerator. The Member agrees to the dispute settlement and avoidance provisions outlined below. Failure to comply could result in termination of membership in the FCA@I.

20. Facility Use Log. All Members will fill out a Facility Use Log. It is a checklist of procedures to follow in equipment use, cleanup, etc., as described in these House Rules. The Facility Use Log sheets are on the information wall. Please sign and return the log.

21. Accelerator First-Aid Kit. A first-aid kit is located in the Facility locker room.

22. Parking. The Facility has free access to parking spaces in the side and back parking lot.

23. Rights and Responsibilities Policy. The Facility provides the following services to Members:

- a. Overall cleaning, janitorial, and pest control service (beyond Member's routine maintenance)
- b. Cleaning supplies, garbage bags, kitchen towels, aprons and hairnets
- c. Necessary repairs, replacements, and required maintenance to plumbing, wiring, roof, supporting structural members, locks and heating
- d. Basic utilities in common areas and the accelerator

- e. Exterior maintenance, including lighting
- f. Solid-waste disposal
- g. A Facility Member's orientation session/tour

24. Publicity. In consideration for participating in the Facility, Member agrees to allow the Member's name (and/or company name), logo, images and likenesses to be used in Core Health Partners, Core Health Partners Foundation, and the Togetherhood Initiative promotions and publicity efforts.

25. Data and Information Requests. The Facility Management, Core Health Partners Foundation, Core Health Partners LLC, the Togetherhood Initiative and the Togetherhood Research Institute, are privileged to be the recipient of grants and private funding and is required to collect data that we must submit to our donors and grant providers to assure continued funding. If requested, Member agrees to provide FCA&I with timely reports and supporting documentation that include, but are not limited to, the names of employees, independent contractors, capital expenditures, and venture investment information. This obligation will continue for three years after termination of the Member's Use Agreement.

26. Termination. Core Health Partners Foundation (CHPF) and the Facility Management reserve the right to terminate any service at any time, with or without cause. The Facility Management and CHPF also reserves the right to terminate Member's participation in and use of any services, immediately and without notice, if Member fails to comply with the Member's Use Agreement or these House Rules or the request of Management staff. Member expressly acknowledges and agrees that neither the agreement nor these Facility House Rules shall, in any manner, establish or constitute a landlord/user relationship and the Facility Management may immediately terminate the services for any reason, or without reason or cause, at any time. Upon termination, Member agrees to immediately remove any and all of his/her personal property from the premises. Members also may terminate the Facility Use Agreement or change membership levels by giving 30 days' written notice to the Facility Manager.

27. Production Responsibilities. Member assumes all production risk in connection with the kitchens and equipment including, but not limited to, any failure of equipment during Member's use of the Facility. Under no circumstances shall the Facility, Core Health Partners Foundation, or the Togetherhood Initiative be liable to the Member for any failure to meet volume production, expected quality and/or any other failure of the production process including, but not limited to, the failure of any particular piece of equipment or machinery. The Management and Core Health Partners Foundation assumes no responsibility for the supply of any other production requirements other than the use of the facility and equipment previously set forth including, but not limited to, ingredients, packaging, processing, kitchen wares and recipes.

28. Non-Disparagement, Confidentiality and Non-Disclosure.

a. Non-Disparagement. During the term of the Participant Use Agreement and thereafter, Member agrees to take no action that is intended, or would reasonably be expected to, harm Core Health Partners or the Facility (its staff), or its reputation or which would reasonably be expected to lead to unwanted or unfavorable publicity to Core Health Partners Foundation, the Togetherhood Initiative and the Facility and its management. Members shall, during and after participation in and use of the Facility, refrain from making any statements or comments of a defamatory or disparaging nature to any third party regarding the Core Health Partners Foundation, the Togetherhood Initiative and the Facility, the officers, directors, employees, personnel, agents, policies, services or products, other than as may be required to comply with the law.

b. Confidentiality.

1. Critical nature of confidentiality. The environment of collegiality, collaboration, energy and access to resources that we seek to cultivate in the Facility is premised upon common respect, mutual trust and a commitment to maintain confidentiality and non-disclosure. Common courtesy tells us that we would not want other Facility Members discussing our ideas, plans or projects, therefore, Members must not discuss their ideas, plans and projects.

2. Maintaining confidences. Maintaining confidences (other Facility Member's ideas, plans, or projects) is critical to your success and the success of everyone involved with the Facility.

3. Consideration for maintaining Confidential Information. Member acknowledges and agrees that during its participation in and use of the Facility it may be exposed to Confidential Information. As a Member of the Facility Member further acknowledges that the Core Health Partners Foundation has invested substantial time, money and effort in developing an environment and services that require special training, and further that Confidential Information (as defined below) necessary to facilitate business and Member's business has been and will be disclosed to Member. In consideration of this training and information, and as a material inducement to the Facility management to accept the Member and Member's employees and company as a Member of the Facility, Member (including, but not limited to, employees, shareholders, members, partners, contractors, officers and directors) shall agree to maintain the confidentiality with respect to other Members of the Facility and the business of the other Members, and the operations of the Facility, to the extent permitted by law.

c. Confidential Information. “Confidential Information” shall mean all information, in whole or in part, written or oral, disclosed directly or indirectly through any means of communication or observation that is disclosed by the Facility management or any other Members or user of the Facility’s and/ Core Health Partners Foundation’s services, or any employee, affiliate, or agent thereof that is nonpublic, confidential or proprietary in nature. Confidential Information also includes, without limitation, information about business, sales, operations, know-how, trade secrets, technology, products, employees, participants, marketing plans, financial information, services, business affairs, any knowledge gained through examination or observation of or access to the facilities, computer systems and/or books and records of members or the Facility, any analyses, compilations, studies or other documents prepared by the other Member or the Facility, or otherwise derived in any manner from the Confidential Information and any information that Member is obligated to keep confidential or know or have reason to know should be treated as confidential.

d. Non-disclosure. Any Confidential Information concerning any and all Members of the Facility, or any aspect of the business of members or the Facility, Member shall, subject to the requirements of Florida law, hold in complete confidence and not disclose, at any time, any part of such information.

1. To the extent permitted by law, your membership in and/or use of the Facility obligates Member (including, but not limited to, employees, shareholders, members, partners, contractors, officers and directors) to do the following:

a. Maintain all Confidential Information in strict confidence;

b. Not to disclose Confidential Information to any third parties; and

c. Not to use Confidential Information in any way directly or indirectly detrimental to the Facility, or Core Health Partners Foundation or any Member of the Facility of the Core Health Partners Foundation and Core Health Partners clinical staff. .

e. Breach. With respect to any breach of the Confidentiality Agreement, the Facility Management and/or the affected Member shall be entitled to any and all damages and remedies available and applicable by law or in equity against the breaching party.

f. No rights created. All Confidential Information remains the sole and exclusive property of Core Health Partners Foundation. Member acknowledges and agrees that nothing in the Application for Membership, Participant Use Agreement or House Rules, or Member’s participation or use of the Facility will be construed as granting any rights to the Member, by license or otherwise, to any Confidential Information, any patent, copyright or other intellectual

property or proprietary rights of Core Health Partners or any Member of the Facility.

g. No Snooping. While it is the duty of the Members to protect its information and property, it also is forbidden to seek out confidential information, attempt to access the intellectual property, information or property of another Member or the Facility without authorization. Said activities will be cause for immediate termination of the Participant Use Agreement.

29. Assignment. Member shall not assign the Participant Use Agreement without prior written approval from Core Health Partners Foundation President, which may withhold consent at any time at its sole discretion. This clause reflects the fact that the Member is entering into a license agreement to participate in an economic development accelerator program and not a lease and that the Core Health Partners Foundation and the Management of the Facility retains overall control of. Member has no real property or commercial property interest of any kind in the Facility or its equipment or the facility.

30. Multiple going concerns using the Accelerator Facility under a single Participant Use Agreement is NOT permitted. Where Member is a company and merges with another, or Member needs to allow an affiliate to use the services provided under its Participant Use Agreement, the Member will provide an explanation and such other backup documentation as may be requested by Core Health Partners and the Facility Management to review the proposed assignment. The Facility Management needs to be sure it knows the identity of each user of the Facility Members and has approved all Members and users entering the Building Facility, and/ or using the equipment. Only 1 business, business concern, services, product or concept may participate and utilize the Facility under a single Participant Use Agreement—separate businesses, must enter into individual Participant Use Agreements. Failure to immediately disclose additional businesses or going concerns using the Facility or services will result in immediate termination of all involved.

31. Company Name Change: If there is a need to change the name of Participant's company, requests must be made in writing and addressed to the Accelerator. Please note that these requests will be processed 30 days from the beginning of the next calendar month. Any invoices prior to that will be in the current company name and cannot be changed.

32. Facsimile. A PDF, facsimile or copy of these House Rules or the Participant Use Agreement and any signatures hereon shall be considered, for all purposes, originals.

33. No Guarantees. Accelerator and Core Health Partners Foundation Management, Board Members and Advisors, and/ or staff has not made and is not making any representations, warranties, promises, or guarantees of any kind about Participant's success.

34. Force Majeure. The Facility and Core Health Partners Foundation shall have no liability to Member under the Participant Use Agreement if it is prevented from, or delayed in, performing its obligations, or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, failure of a utility service or transport network, act of God (including but not limited to hurricanes, tropical storms and flooding), war, riot, civil commotion, malicious damage, disease or quarantine restrictions compliant with any law or governmental order, rule, regulation or direction, accident, fire, flood, storm or default of suppliers or subcontractors. The Core Health Partners program requirement to perform its obligations shall be suspended during the period required to remove such force majeure event. The Facility Management shall notify the Member as soon as reasonably possible of the force majeure event and propose a suitable alternative accommodation, if any, in the same facility or in another available facility.

35. Release and indemnity. Member agrees to release and indemnify the Facility, the employees of the Facility and Core Health Partners Foundation and their Board of Advisors from any liability claims for business interruption, loss of use, loss of or damage to property or injury to or death of persons occurring in, upon, or about the Facility, or in any manner arising out of or connected with Member's use of the Facility including bathrooms, parking facilities and the kitchen area. Member also agrees to indemnify and hold harmless the Facility employees and the employees, staff and the Board of Advisors of the Core Health Partners Foundation from loss or liability to coworkers or to Member's guests due to their or Member's negligence or intentional acts.

36. Release of Information. The Core Health Partners Foundation and the Facility management reserves the right at all times to disclose any information about Member and/or its participation in and use of the Facility, as they deems necessary, to satisfy any applicable law, regulation, legal process or governmental or request for records under the Florida Public Records Act, or to edit, refuse to post or to remove any information or materials, in whole or

37. Insurance covering personal property. Member understands and agrees that it shall be the Member's own obligation to insure personal property located in the Facility, and Member further understands that neither the Facility nor Core Health Partners or the Affiliate Agencies mentioned in this agreement will not reimburse Member or be responsible for damage to Member's personal property. Member will provide proof of insurance coverage within 7 days of the Facility's request.

38. Worker's Compensation Insurance. Member understands and agrees that it shall be the Member's own obligation to insure its employees as required by Florida worker's compensation laws. Member further understands and agrees to indemnify and hold the Facility management and staff and Core Health Partners Foundation and all affiliate mentioned throughout this agreement, such

as the Togetherhood Institute and Core Health Partners LLC harmless from any claim by the Member's employees or contractors for workers compensation benefits or damages from injuries while employed or under the direction of the Member. Member will provide proof of coverage within 7 days of the managements' request.

39. Core Health Partners Foundation and Management reserve the right to amend this agreement or any part thereof at any time. Any amendments shall be in writing and shall be effective upon execution by the parties or as otherwise specified in the amendment. Written notice of any amendments shall be provided to the other party within a reasonable timeframe, which shall be deemed sufficient if sent via certified mail or email to the last known address.

40. Disclaimer of Warranties. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE CORE HEALTH PARTNERS FOUNDATION PROVIDES SERVICES "AS IS" AND WITH ALL FAULTS, AND HEREBY DISCLAIMS WITH RESPECT TO THE SERVICES ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES, DUTIES OR CONDITIONS OF OR RELATED TO: MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, LACK OF VIRUSES, ACCURACY OR COMPLETENESS OF RESPONSES, RESULTS, WORKMANLIKE EFFORT AND LACK OF NEGLIGENCE. ALSO, THERE IS NO WARRANTY, DUTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT CONCERNING ANY USE OF THE SERVICES. THE ENTIRE RISK AS TO THE QUALITY ARISING OUT OF PARTICIPATION IN, OR THE USE OF, THE SERVICES REMAINS WITH THE MEMBER.

I hereby acknowledge that I have read and understand the Core Health Partners Foundation House Rules and agree to all rules and policies.

Member/Co.: _____

Name: _____

Title: _____

Date: _____

Signature: _____