



Washington State & County Approved Commercial Commissary Kitchen Rental Agreement

Membership Rental Plans

Each membership plan covers up to three (3) owner-members, a collaborative business partner, and/or staff from the same business who may use the kitchen at the same time. All staff and business representatives must be pre-registered with management, have valid food safety certifications on file, and comply with WA State Labor & Industries and employment laws where applicable. Support staff beyond three (3) may be pre-arranged and prepaid at \$10 per person per hour. No guests or non-registered visitors are allowed.

Drop-In Membership Plans

Day Use Options – Subject to calendar availability

- Half Day (4 hours, must include your clean-up time): \$125
- Full Day (8 hours, must include your clean-up time): \$200
- Refundable damage deposit: \$225

Monthly Membership Plans

- Prepaid membership hours package plans are non-refundable, expire at month-end, and do not roll over.
- Additional monthly hours can be purchased at your current member hourly bill rate, must be used within the same calendar month, and are subject to that month’s calendar availability.
- Members can join any day of the month; the plan will be prorated for the remaining days in the month.
- Members can cancel anytime; however, all personal items must be removed by month-end. Items left will be disposed of, with a minimum \$50 fee. All outstanding balances remain due.
- If N48° LLC chooses to terminate this Agreement for any reason, you will no longer have any right to enter the facility/kitchen without N48° LLC’s express, coordinated permission.

Plans Options

Full Kitchen Access Plans	Monthly Hours	Hourly Rate	Package Price	Prep/Packaging & Sanitation Access Only	Monthly Hours	Hourly Rate	Package Price
<input type="checkbox"/> Package 1	20	\$20	\$400	<input type="checkbox"/> Package 7	20	\$18	\$360
<input type="checkbox"/> Package 2	40	\$19	\$760	<input type="checkbox"/> Package 8	40	\$17	\$680
<input type="checkbox"/> Package 3	60	\$18	\$1,080	<input type="checkbox"/> Package 9	60	\$16	\$960
<input type="checkbox"/> Package 4	80	\$17	\$1,360	<input type="checkbox"/> Package 10	80	\$15	\$1,200
<input type="checkbox"/> Package 5	100	\$16	\$1,600	<input type="checkbox"/> Package 11	100	\$14	\$1,400
<input type="checkbox"/> Package 6	>100	A custom plan may best meet your needs- Enquire within to discuss		<input type="checkbox"/> Package 12	>100	A custom plan may best meet your needs- Enquire within to discuss	

Hybrid Plan- If you do not require full kitchen access for all hours, consider selecting a combination of packages; however, if you exceed your full-kitchen access plan hours, you will be billed at the full-kitchen hourly rate.

Membership Hiatus- Retain your current time slot w/o production billed at 50% of your monthly fee for up to 90 days

Willing to work 12am-4am? Earn 1 hour of kitchen use credit for every 20hrs worked during the 12am-4am shift.

Plan Add-ons

- Cold & Dry Storage Rental Space- Enquire within for rates & availability
 - Grow Your Businesses'- Have a business idea to help launch or grow your business or make your plan more affordable? We are all ears! Enquire within to make a pitch.
 - Events Space Rentals- Interested in hosting a catered on-premise event or hosting a pairing/tasting, open house or a public/private event? Enquire within for rates & availability.
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What Is Provided With Your Plan

- Food Prep & Processing - Propane; hood vent and fire suppression hood; 6-burner gas range; convection ovens; flattop; salamander broiler; microwave; food warmers/soup and sauce warmers; stainless mixing bowls; stainless hot/cold hold pans; frozen food cooling paddles; miscellaneous cooking and baking utensils (large spoons, spatulas, measuring cups/spoons, etc.); pots and pans; prep tables/worktop stations; 3-compartment sink; prep sink; handwashing sink; floor drains; low-temp dishwashing machine; high-temp sanitation glass washer; FRP wall safety/sanitation; ice; and additional support items listed on the master equipment list. Note: Dry and cold storage space can be additionally purchased and is subject to availability.
- Sanitation- Garbage pickup; recycling; trash liners; sanitizing buckets; bleach; dish soap; low-temp dishmachine chemicals; mop head; mop bucket; floor cleaner; general cleaning supplies; toilet paper and paper towels; bathroom cleaning; security cameras and monitoring.

What Is Not Provided With Your Plan

- Select Supplies- Members must supply personal tools and specialty equipment, knives, storage containers, aprons, towels, sponges/scrubbers, parchment, cling wrap, and foil.
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What Is Not Allowed

- Rapid Hot Foods Cooling in the Freezers and Refrigeration Units - All prepared items must be cooled per WA State food safety guidelines for cooling heated foods: 135°F to 220°F down to 70°F within 2 hours and from 70°F to 41°F within 4 hours in ice baths combined with frozen cooling wands. Attempting to use freezer or refrigerator space to rapidly cool hot foods can damage the units over time and cause internal temperatures to rise above safe food-holding standards. Failure to properly cool your hot foods will result in a \$125 fine; a second offense will result in termination of membership.
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Scheduling

- All kitchen use must be scheduled in advance; the scheduled user has exclusive control of the kitchen during their reserved time.

Desired Workdays-

Weekdays **Weekends** I am flexible

Preferred Timeframe-

8am-8pm- 8am-12pm 12pm-4pm 4pm-8pm I am flexible/anytime 8am-8pm

8pm-8am- 8pm-12am 12am-4am 4am-8am I am flexible/anytime 8pm-8am

Specific desired time block: _____

- N48° LLC reserves the right to book 1st- and 3rd-party private or public events in Suite A's indoor dining room/stage and outdoor patio/deck areas. Should such an event require access to and use of the kitchen (Suite

A1), we will make every reasonable effort to keep your regularly scheduled kitchen time; however, if rescheduling becomes necessary, we will work with you to find a mutually agreeable alternative.

Membership Requirements & Cleaning Responsibilities

- General Requirements
 - Possess a valid food handlers permit for the member and each individual agent representing your business
 - Maintain current State & Town of Twisp business license (See city & state requirements)
 - Where applicable possess a WSDA food processing license
 - Provide a Certificate of Insurance naming N48° LLC as Additional Insured
 - A completed signed agreement, payment, and security/damage deposit
 - Maintain a valid payment method on file
 - Participate in a safety, usage, and sanitation orientation before their plan commences and comply with ongoing kitchen use policies and procedures.
 - Demonstrate respect for other members, adhere to kitchen rules, and consistently meet minimum cleanliness & sanitation standards.
- Cleaning & Sanitation Requirements- Please respect all members' kitchen time and health code minimums by ensuring you leave a spotless work environment at the conclusion of your scheduled time.
- **Critical Plumbing Rule – No Grease & Food Waste Down the Drains-** It is critical that no grease or food particles such as pastry dough, pickling spices, and other fine or sticky food products must never be washed into the sinks bays. These materials solidify and accumulate inside the plumbing, backing up the triple sink and other drains. This not only disrupts other members' ability to use the kitchen, it often causes sewer backups that require emergency plumbing service to clear. When a backup, clog, or drain failure is traced to a member's improper disposal of grease or food waste, all associated plumbing, emergency, and repair costs will be billed or charged to that individual member, in addition to any per-occurrence fines. Repeat violations may result in suspension or termination of membership.
- Always cool and scrape all greasy into the garbage or a disposable container before entering the sink. Always scrape food particles into the garbage or use a large strainer when cleaning pots, pans, containers, and utensils and dump the particles into the garbage not the sink bay.
- General Cleaning Requirements- Thoroughly sanitize and remove all food items/particles from-

<ul style="list-style-type: none"> <input type="checkbox"/> Floors & under appliances (swept & mopped) <input type="checkbox"/> Work surfaces, equipment & appliances 	<ul style="list-style-type: none"> <input type="checkbox"/> Floor drains, sink drains & sink wells <input type="checkbox"/> Walls and any spills on trash receptacles
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This standard protects the next member's use and is critical to prevent rodents and other pests from being attracted to the kitchen. If the kitchen has not been properly cleaned upon your arrival, please take photos and share them with management. A member's failure to follow N48° LLC's cleaning guidelines is subject to per-occurrence fines and/or pest control costs. Repeat violations will result in membership termination.

- Sanitation Bleach Mixture Ratio / Application- Add only 1 tablespoon of chlorine bleach per 1 gallon (red sani bucket filled to $\frac{3}{4}$ full) of cool/lukewarm water. If the water is too hot, the chemical composition changes & the solution is no longer effective for sanitation. Apply to a pre-cleaned surface, keep it visibly wet for at least 1 minute, then let air-dry.

- Trash- Please take trash from each receptacle used to the dumpster after your kitchen use shift has concluded and replace the liner(s). Do not throw food or food packaging directly into the dumpster; use a liner.
 - Recycling- Please recycle plastics, cans, and cardboard. Generally, rinse out food containers, and break down all cardboard boxes so they can be neatly stacked by the outdoor dumpster/recycling area.
 - Failure to Meet Minimum Cleanliness & Sanitation Standards- Please refer to the fines structure for failure to follow the required minimum cleaning and sanitation policy. After three (3) occurrences, this agreement may be terminated.
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Security & Damage Deposit

- A cleaning, security, and/or damage deposit will be required for each member: \$225
 - Deposits are refundable following inspection and deduction for damages, unpaid fees, or fines.
 - Unique keypad PIN codes are issued; sharing codes or unauthorized access constitutes a material breach.
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Compliance & Safety

Members, business partners, and representatives must comply with all applicable laws, including but not limited to:

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|-------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|
| <input type="checkbox"/> WA State Retail Food Code (WAC 246-215) | <input type="checkbox"/> WA State Dept. of Labor & Industries safety standards, as applicable |
| <input type="checkbox"/> RCW 69.07 and RCW 69.22 | |
| <input type="checkbox"/> Okanogan County Health regulations, where applicable | <input type="checkbox"/> WA State employer regulations, as applicable |
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Insurance & Indemnification

- General Liability: \$1,000,000 per occurrence / \$2,000,000 aggregate; N48 LLC named as Additional Insured. Except for ownership's gross negligence or willful misconduct, members agree to defend and hold harmless N48° LLC for claims arising from:
 - Sale/distribution of food
 - Foodborne illness
 - Product liability
 - Regulatory violations
 - Agreement breaches
 - Other unforeseen negligence or acts/omissions of the member or its agents

Insurance policies begin at \$25 & up per month dependent on the nature of your business. Enquire within for carrier options.

Liability & Waiver

- Member assumes all operational risks.
- Member is responsible for damage to persons or property; repair/replacement amounts are billed and payable within 30 days. Ownership/management is not responsible for member's stored equipment or food items.
- Member agrees to waive claims against the kitchen for fire, flood, theft, utility failure, third-party acts, equipment failure, lost profits, or Force Majeure (including pandemics or natural disasters that result in closure), except to the extent caused by ownership's gross negligence or willful misconduct.

Payment Terms

- Membership fees are due monthly in advance, unless otherwise agreed in writing.
 - Kitchen may adjust rates annually (or periodically) to reflect operational cost increases, with reasonable notice to members.
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Dispute Resolution & Governing Law

- This Agreement is governed by Washington State law.
 - Venue: Superior Court, Okanogan County, WA.
 - The prevailing party is entitled to reasonable attorney's fees (RCW 4.84.330)
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Signatures

N48° LLC Representative's Name: _____ Title: _____

Signature: _____ Date: _____

Member Name: _____ Title: _____

Signature: _____ Date: _____

Member's Full Mailing Address: _____

Member's Email Address: _____

Member's Cell Phone Number: _____