

BRASS CITY HARVEST, INC.

**Limited Use Application and Agreement
For Premises and/or Equipment
359 Mill Street, Waterbury, CT**

A. Name/Group/Organization: _____

1. Specific Singular/Multiple Date(s) Requested: _____

Preferred Daily Start Time: _____ Preferred Daily End Time: _____

Type of Use (Herein Referred to as Usage): _____

Number of Participants: _____

Names of Participants: _____

Check and Complete Applicable Usage:

() Food Business Preparation

() P.A. 490 Farmer

() Other – Describe Other Usage: _____

2. Anticipated Weekly/Monthly Usage: _____

Dates Requested From _____ to _____

Type of Use (Hereinafter Referred to as Usage): _____

Preferred Days of Week: _____

Preferred Daily Start Time: _____ Preferred Daily End Time: _____

Check and Complete Applicable Usage:

- () Wash Fruits and Vegetables for Sale
 - () Package Fruits and Vegetables for Sale
 - () Use of Kitchen to Prepare and Package Foods for Sale
 - () Other – Describe Other Usage: _____
-

Number of Participants: _____

Names of Participants: _____

Additional Needs or Special Requirements: _____

3. Requested By (Applicant): _____

Name: _____ Address: _____

City: _____ State: _____ Zip: _____

Telephone: Home () _____ - _____ Cell: () _____ - _____

E-Mail Address: _____ Business Website Address: _____

- Only lawful usages are permitted. Any use of facilities, equipment, or premises are strictly limited to the purpose for which the facility, equipment, or premises are intended. Applications will not be accepted later than fourteen (14) days in advance of the date for the planned usage.
- Only authorized participants named above, who are above majority age, have proper supervision, and are able to safely use and/or operate the facility, equipment, or premises, will be allowed the above usage.

B. Usage Fees:

I. The following Usage Fees shall be paid by the Applicant in advance of any approved usage:

1. Base Usage Fee: _____

2. Payments Due: _____

3. Supplemental Usage Fee Predicated on Type of Usage, including without limitation, use of blast chiller, or steam jacketed kettle, or any other excessive energy use: _____

4. Other Fees: _____

II. In the event the Applicant fails to make payment of any of the above fees on a timely and complete basis, Brass City Harvest, Inc. shall have the right to immediately terminate this Agreement. Upon such termination, the Applicant agrees to vacate the premises, stop all usage, and shall forfeit its security deposit, in accordance with Connecticut state law.

C. Acknowledgements:

1. Brass City Harvest, Inc. can cancel your event at any time if you fail or refuse to comply with all of its Use Rules and Regulations, state or local laws, ordinances, and/or for safety reasons alone. Applicant hereby acknowledges receipt of a copy of the Brass City Harvest, Inc. Usage Rules and Regulations.
2. Your planned usage is NOT a Brass City Harvest, Inc. sponsored, organized, or operated activity, and you are fully responsible for the lawful, safe, and orderly usage and/or operation as requested above. These are your responsibilities.
3. The Applicant/Signer/Responsible Party, (hereinafter the "Applicant"), is a duly authorized representative of the Group/Organization requesting the above usage, and will be present for the entire duration of the usage.
4. By signing this Application, the Applicant, hereby Agrees to be lawfully bound to fully comply with all of the terms, conditions and responsibilities contained herein.
5. The Applicant/Sponsoring Organization shall indemnify and hold harmless Brass City Harvest, Inc. and all of its officers, agents, members, and employees, from any and all claims for personal injury, property damage, costs, or expenses, arising from, caused by, or in any way connected to you or your participant's use, presence, acts, commissions, or omissions, within or upon the premises, location, or facilities, within

or upon Brass City Harvest, Inc. locations including, without limitation, 359 Mill Street, Waterbury, CT.

6. All usage shall be subject to monitoring and enforcement of all Brass City Harvest, Inc. Rules and Regulations. Strict compliance shall be enforced.
7. The Applicant, shall also be required to obtain any and all licenses, permits, or authorizations, as required by state or local laws, rules, or ordinances, for the safe, secure, and lawful conducting of the requested usage, including without limitation ServSafe certification.
8. The Applicant shall also be required to provide Brass City Harvest, Inc., with its State of Connecticut license/authorization to conduct its business, and its active business registration record with the Secretary of the State, as a Corporation, Limited Liability Company, Partnership, or other entity.
9. The Applicant, shall be fully responsible to restore the premises to the same or better condition which existed prior to the said usage, which shall include without limitation, gathering, cleaning, sweeping, and bagging of any and all trash, debris, or any other waste materials, which are generated by said usage, within or upon the premises, and connected to the usage.
10. Applicant shall provide a Certificate of Insurance and Additional Insured Endorsement as a pre-condition to the processing and approval of this Application. The Applicant shall fully satisfy the Insurance Requirements as set forth in Schedule A, attached hereto and made a part hereof.
11. No action or approval of this Application shall be considered by Brass City Harvest, Inc., unless and until the Applicant's Insurance Requirements, and Payment of any Security Deposit, as required in this Application/Agreement, shall be fully satisfied.

D. Security Deposit:

A Security Deposit of _____ Dollars (\$_____) shall be required to be paid by the Applicant by Check or Money Order payable to Brass City Harvest, Inc., to ensure full compliance with all of the terms, conditions, and responsibilities stated in this Agreement. The Security Deposit will be refunded to the Applicant when the usage has been concluded, and Brass City Harvest, Inc. has had a reasonable opportunity to confirm full compliance with this Agreement.

E. Signature of Applicant:

The following is the responsible Applicant's/Organization's signature and agreement, by its duly Authorized representative, to the foregoing Application in its entirety.

By: _____
Legal Name of Applicant, Organization, Group

Signature (Duly Authorized) Print Name

Its: _____ Date of Signature: _____
Position/Title/Representative

(Office Use Only)

1. General Liability Insurance _____

2. Excess or Umbrella Insurance _____

3. Other Required Insurance _____

4. Receipt of Security Deposit: (Date) _____ (Amount) _____

Comments: Approval will be given upon receipt of Insurance Certificate and Security Deposit

Approved By: _____

Signature:

_____ Date: _____

Schedule A

Insurance Requirements

Applicant shall agree to maintain in force at all times during the contract the following minimum coverages and shall name Brass City Harvest, Inc., and the City of Waterbury as Additional Insureds on a primary and non-contributory basis to all policies, except Workers Compensation. All policies should also include a Waiver of Subrogation. Insurance shall be written with Carriers approved in the State of Connecticut and with a minimum AM Best's Rating of "A-"VIII.

If any policy is written on a "Claims Made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.

Original, completed Certificates of Insurance must be presented to Brass City Harvest, Inc., and to the City of Waterbury prior to contract issuance. Applicant agrees to provide replacement/renewal certificates at least 30 days prior to the expiration date of the policies. Should any of the above described policies be cancelled, limits reduced or coverage altered, 30 days written notice must be given to Brass City Harvest, Inc., and to the City of Waterbury.

General Liability: \$1,000,000 each Occurrence
 \$2,000,000 General Aggregate
 \$2,000,000 Products/Completed Operations Aggregate

Auto Liability: \$1,000,000 Combined Single Limit each Accident
 Any Auto, All Owned and Hired Autos

Workers Compensation: WC Statutory Limits
 Employer Liability (EL)
 \$500,000 EL each Accident
 \$500,000 EL Disease each Employee
 \$500,000 EL Disease Policy Limits

Wording for Additional Insured Endorsement and Waiver of Subrogation:
Brass City Harvest, Inc., and the City of Waterbury, are listed as Additional Insureds on a primary and non-contributory basis on all policies except Workers Compensation. All policies shall include a Waiver of Subrogation.

BRASS CITY HARVEST, INC. USAGE RULES AND REGULATIONS

1. Brass City Harvest, Inc. takes applications for limited usage of its facility on a first-come, first-served basis. Any required security deposit must be paid by the applicant to Brass City Harvest, Inc., prior to an approved usage. Brass City Harvest, Inc., is authorized to use any portion, or all of the security deposit to pay for any services required to repair, replace, clean, or maintain its premises and/or equipment, which are damaged, or left in need of cleaning, repair, or replacement, by reason of the applicant's misuse, abuse, neglect, or violation of any of the terms of this agreement.
2. Brass City Harvest, Inc. will not accept usage applications later than fourteen (14) days in advance of the event, as it must arrange for facility staffing. All usage applications are subject to Brass City Harvest, Inc. approval. Brass City Harvest, Inc. will send the applicant a written confirmation of approval or rejection within seven (7) days of the application submission. Payment of security deposit and any staff/maintenance fees, are due within ten (10) days of acceptance. Payment must be made by check or money order to "Brass City Harvest, Inc.". *Applicant usage set-up, usage operation and clean-up time must be included information by applicant, when the application is submitted.*
3. Cancellation of the usage made less than seven (7) days in advance will result in forfeiture of fifty (50%) percent of facility usage security deposit. If the usage lasts longer than the times approved on the application, fees for additional use will be deducted from the security deposit. Brass City Harvest, Inc. will refund an applicant's security deposit, if in the estimation of its staff, no damage to the facility or equipment has occurred and the facility/equipment has been restored to its prior to usage condition. The user (applicant) is responsible for cleaning the facility equipment.
4. All facility equipment usage must be completed by the regularly established closing time for Brass City Harvest, Inc. or as otherwise approved by Brass City Harvest, Inc. in the application.
5. The applicant is required to obtain any required applicable usage licenses and permits, and to obtain the required insurance for the event as designated by Brass City Harvest, Inc., in the application.
6. Applicant is prohibited from abuse, misuse, harmful, reckless, or negligent use of Brass City Harvest, Inc. facilities and/or equipment.
7. Smoking is prohibited inside the building.
8. Sanitary requirements for usage of the facilities/equipment, will be strictly enforced by Brass City Harvest. Any violation of this requirement, will result in termination of the usage by Brass City Harvest, Inc.
9. The applicant shall remain on the Brass City Harvest, Inc. premises throughout the duration of the usage, and shall be solely responsible for the lawful, agreement compliant usage of Brass City Harvest, Inc. facilities/equipment.
10. Smoking, vaping, of any kind, are strictly prohibited within or upon the Brass City Harvest, Inc. premises. Said premises are a completely smoke-free environment.