



Whidbey Island Grown Cooperative Storage Agreement

Whidbey Island Grown Cooperative (WIGC) offers dry, cold, and freezer storage space in two facilities on Whidbey Island.

The purpose of the WIGC storage facilities is to provide small scale food producers with additional storage capacity so they can grow/raise/make product they otherwise would not be able to store or do not have the capacity to store in higher volumes.

WIGC Storage Facilities

WIGC operates storage facilities in two locations, Langley and Coupeville. Storage may be rented by the month or by the event. Storage may be rented by WIGC Members, WIGC Food Hub Vendors, and other food producers, with priority of space given in that order. Goods may be stored for sale through any outlet including but not limited to the WIGC Food Hub.

- Pallets are provided by WIGC. They are 31"x47" plastic.
- Shelving Units and shelves are provided by WIGC. They are commercial grade wire shelves. They are 18"x60" or 24"x60". Shelves are 18" high and shelving units are 72" high.

Fairgrounds Warehouse Facility

Location: The WIGC Warehouse Facility is located at the Whidbey Island Fairgrounds Malone Building, 819 Camano Ave, Langley, WA 98260.

Available Space: The WIGC Warehouse contains 10'x30' insulated dry storage, 10'x20' cooler storage, and open warehouse storage space. Space is available for rent by the pallet, shelf, rack, and square foot.

Temperature Control Monitoring: The coolers have wifi-enabled Coolbots that monitor temperatures and send notifications when temperatures change. There is also a power outage tracker that sends notifications if the power fails at the warehouse.

Permits: The WIGC Warehouse is permitted by the Washington State Department of Agriculture as a Storage Warehouse and can store most agricultural and value added products.

North End Facility

Location: The WIGC North End Facility is located at Ebey Road Farm, 225 Ebey Road, Coupeville, WA 98239.

Available Space: The North End Facility contains 8'x20' of cooler storage in a refrigerated shipping container set inside a barn. Space is available for rent by the pallet, shelf, or rack.

Temperature Control Monitoring: The cooler has a power outage tracker that sends notifications if the power fails at the barn. The cooler is also casually monitored by the farmers on site.

Permits: There are no permits associated with the North End Facility, so only USDA Exempt Products such as unprocessed fruits, vegetables, and flowers may be stored there.

Storage Rates

WIGC will provide the Client with Goods storage, subject to the terms of this Agreement. Rates listed are standard rates. Cooperative Members receive a 20% rate discount and Food Hub Vendors receive a 10% rate discount.

Monthly Rates

Dry Storage - WIGC Warehouse

- Pallet: \$65 per month
- Shelf: \$17.50 per month
- Shelving Unit (4 Shelves): \$65 per month

Cold Storage - WIGC Warehouse or North End Facility

- Pallet: \$75 per month
- Shelf: \$20 per month
- Shelving Unit (4 Shelves): \$75 per month

Equipment storage space - WIGC Warehouse

- \$4.50/sq ft min 10 sq ft - \$45.00

Event Rates (1-5 Days temporary storage)

Dry Storage - WIGC Warehouse

- Pallet: \$20/Day
- Shelf: \$6/day
- Shelving Unit (4 Shelves): \$20/day

Cold Storage - WIGC Warehouse or North End Facility

- Pallet: \$25/day
- Shelf: \$7.50/day
- Shelving Unit (4 Shelves): \$25/day

Equipment storage space - WIGC Warehouse

- \$5/sq ft min 10 sq ft - \$50/day

Food Hub Vendor Inventory Rates

Packing Fee

- \$16/hour - WIGC staff will fill orders from inventory stored at the WIGC Warehouse Facility on Thursdays for Food Hub orders. Service is billed in 15 minute increments. Staff may not re-pack products. Service is available for:
 - Bulk dry storage vegetables and fruit
 - Bulk cold storage vegetables and fruit
- Complimentary - WIGC staff will fill orders from inventory in dry storage provided that Client manages inventory, expiration, and all other aspects of product on LFM. Service is available for:
 - Shelf stable value-added products sold on the Food Hub such as honey, coffee,

sauces.

- Limit one case (12 units) per product per producer.
- WIGC Staff is not responsible for updating inventory of products.

Storage Rental Requirements

All storage rental Clients are required to provide the following to WIGC before they begin use of storage facility. Paperwork may be emailed to whidbeyislandgrown@gmail.com or dropped off at the Langley Warehouse Facility.

- Proof of Business Liability Insurance with Whidbey Island Grown Cooperative added as a certificate holder.
- Completion of WIGC Storage Facility Application if not an existing Co-op Member or Food Hub Vendor.
- Signed Copy of WIGC Storage Rental Agreement.
- Create a free Food Hub account for billing.

More info and links can be found at www.whidbeyislandgrown.com/storage-facility

Operations and Use

Hours of Operation:

- The WIGC Warehouse is available 24 hours/day 7 days/week.
- The North End Facility is located on a family farm and is open normal business hours that do not disturb the property owners. If off-hours access is needed, please clear that with WIGC Staff ahead of time.
- The Food Hub operates in the warehouse on Thursdays from 9am-3pm and Fridays from 9am - 5pm. Food Hub spaces and the main warehouse door may not be blocked during Food Hub hours of operation.
- This agreement only allows for the user and its authorized employees to access the facility. No third parties may access the facility without the user's or its authorized employees' supervision. Third parties must always be supervised by the user or its authorized employees when in the kitchen or warehouse. Groups of greater than three visitors or guests may only be in the warehouse or kitchen with the supervision or written consent of WIGC staff.
- WIGC does not allow unauthorized deliveries of products to the storage facilities. Any product deliveries must be pre-approved by WIGC staff.

Storage Areas

- Client Goods must only be stored in designated areas. Storage items must be clearly identified and labeled with the Clients name.
- WIGC may move the Clients Goods to another location in the facility as needed.
- Food and drink should be consumed within designated break areas of the warehouse.
- Food safety guidelines must be followed in the arrangement of food in the cooler/freezers (i.e. raw meat on the bottom shelves).
- The Client should ensure their storage area is clean and are required to clean up and spills immediately.
- Tables, a hand cart, and cleaning supplies are provided for Client use.
- The client will be allowed the use of WIGC equipment designated for cold storage facility use. Food Hub designated supplies and equipment may not be used by Client.

Billing

- Billing period will be monthly on the first of the month.
- Storage fees are by week. When multiple pallets/shelves are stored, the storage fee will be assessed at the greatest number of pallets/shelves stored that week. EX: if two pallets are stored by the Client at the beginning of month and one pallet is removed 12 days later, the client will be charged for 2 weeks at 2 pallets and 2 weeks at one pallet).
- Food Hub pack/sort fees are by quarter hour. Minimum weekly charge is \$4.
- Payment may be remitted via cash, check, or credit card. Credit card processing is done through Local Food Marketplace (LFM). Client will need an account in LFM to pay by credit card.
- Payment is expected within 15 days of receipt of invoice. A late payment fee of \$15 will be

charged for payments made more than 30 days after receipt of invoice. The Client may lose use of the facility if they have an outstanding bill past 60 days.

Liability

The Client is storing Goods at WIGC's Facilities at its own risk. WIGC will not be liable for any damage to either person or property sustained by the Client or by any third party arising in any way out of the Client's use, operation, or occupancy on WIGC premises. The Client covenants and agrees to indemnify, defend, and hold harmless WIGC and its employees, directors, and agents from and against all claims, costs, and liabilities (including without limitation reasonable attorneys' fees) arising from or in connection with or resulting from: (i) the sale, distribution, and use of any Goods stored by the Client on the WIGC premises or delivered by WIGC, (ii) the Client's use of any WIGC equipment, or (iii) the Client's breach of this Agreement, except to the extent such claims arise from WIGC's gross negligence or intentional misconduct.

In no event will WIGC be liable to the Client for any indirect, incidental, consequential or punitive damages, including loss of profits or goodwill, even if WIGC has been advised of the possibility of such damages in advance, and WIGC's total liability to the Client is not satisfied with the quality of the services provided by WIGC, the Client's sole remedy shall be to cease storing Goods and to terminate this Agreement, provided that the Client shall be liable for all charges through the date of termination.

Neither party shall be liable for any failure arises or delay in performance of this Agreement to the extent that any such failure arises from acts of God, war, civil insurrection or disruption, riots, government act or regulation, strikes, lockouts, labor disruption, cyber or hostile network attacks, inability to secure transport, or any cause beyond such party's commercially reasonable control.

Temperature Controls

- Specific temperature controls, alerts, and back-ups are listed above in this agreement by facility.
- If equipment or power falls or is turned off in the WIGC facility containing the Client's Goods, WIGC staff will promptly notify the client of such event as soon as it is known. The Client shall have the right to immediately remove any and all Goods from the WIGC facility if Goods are believed to be endangered by the reported power failure.

End of Use/Termination

This agreement will continue until terminated as provided in this section. The Client's and WIGC's obligations in regard to the Confidentiality section of this Agreement as well as any financial obligation of the Client to WIGC will survive the termination of this Agreement. WIGC may terminate this Agreement at any time, with or without cause, with at least ten (10) business days' notice to the Client. The Client may terminate this Agreement at any time, with or without cause, with at least one (1) day notice prior to removing all Goods from the facility. Client must remove all goods remaining at WIGC on or before the date the termination takes effect.

Breach or Default: The Client must correct any violation or breach of this agreement within three days of receiving written notice of such from WIGC. After three days, WIGC may terminate this Agreement

at its sole discretion. In the case of a serious violation, WIGC reserves the right to terminate this Agreement without opportunity for corrective action. Upon termination due to breach or default, the Client must promptly remove all of its property from the storage areas – in no case less than two business days. The Client agrees to pay WIGC for reasonable storage fees for any property not removed prior to termination. The Client agrees to pay WIGC for any costs and expenses (including reasonable attorney’s fee) incurred by WIGC in connection with WIGC’s enforcement of this agreement.

Confidentiality

Neither Party will disclose or otherwise use the other party’s Confidential Information without consent, and will make all reasonable efforts to prevent disclosure of the other party’s Confidential Information to any third party. For purpose of this Agreement “Confidential Information” is information identified by a party as confidential and other information generally understood to be a proprietary and confidential nature. “Confidential Information” does not include information which was or becomes within the public domain (through no breach of this provision) or was lawfully in possession of the receiving party at the time it was first disclosed. This Agreement does not cover any disclosure required by applicable law or regulation.

Whidbey Island Grown Cooperative reserves the right to amend or change the use policies any time upon written notice to all Clients.

Storage Agreement

This Client Agreement ("Agreement") is entered into between Whidbey Island Grown Cooperative ("WIGC") and the Client ("Client") identified as _____ (Business/Legal Name).

WIGC will permit the storage of the Client's Goods at the WIGC Warehouse and North End facility, to be located in such areas as WIGC deems appropriate in its sole discretion, subject only to directions by the Client concerning the proper temperature for storage.

The Client agrees to pay WIGC the rates and charges set forth in the Rates section above. Rates do not include sales or other taxes

The laws of the State of Washington shall govern this Agreement. The Client represents and warrants to WIGC that it is properly licensed and follows all federal and state laws and regulations applicable to the growing, packaging, storage, and delivery of its Goods. Each party to this Agreement affirms that it has the capacity and authority to enter into this Agreement.

This Agreement constitutes the entire agreement of the parties and may only be modified in writing and signed by the parties. This Agreement shall not construe to form a partnership or any other business association between the parties other than independent parties to a contract. If any Provisions of this Agreement is held to be invalid, void, or unenforceable, the remainder of this Agreement shall remain in full force and effect and will in no way be affected, impaired or invalidated.

Approved and Accepted by:

Client Business

• Printed Name:

• Signature:

• Date:

Whidbey Island Grown Cooperative

• Printed Name:

• Signature:

• Date:
