

Children's Museum & Theatre of Maine
The Lunchbox: Food Service Provided By Huber's Market

AGREEMENT
20 March 2009

This agreement is made between Huber's Market (Huber's) and the Children's Museum & Theatre of Maine (CMTM). Both agree to the terms below for one year from the opening date of the establishment, except where a three month trial period is noted.

Overview

The Lunchbox will be a year round, family-friendly food service provided by Huber's at CMTM. The Lunchbox menu will be geared toward a broad family age range, with an emphasis on foods desired by children (1-10). Huber's will also honor CMTM's no-nut policy.

This arrangement will allow CMTM to provide a new service for their visitors, saving them the inconvenience of having to exit and reenter the building during lunch time. It also creates an opportunity for CMTM to provide substantive food beyond canteen vending.

Staff

Huber's will hire, train and maintain an independent staff. Huber's staff working in the Museum must have passed a criminal records background check. Huber's will also train appropriate CMTM staff on proper kitchen procedures to maintain health code regulations, including but not limited to, proper storage, food prep and cleaning.

CMTM will train Huber's staff on CMTM emergency procedures and operations protocol.

Space

CMTM will share with Huber's 560 square feet of kitchen and café space on the lower level of the Museum. Huber's will be allowed to utilize existing equipment but must provide any additional retrofitting or equipment needed for their food service operation at Huber's own cost. This includes any new cooking equipment, retrofitting for storage, privacy curtain, installation of an exterior phone line (if needed), etc.

Prior to Huber's arrival, CMTM will have the canteen vending machines removed and provide extra chairs for extended seating. CMTM will also repair and repaint the damaged café walls. CMTM will clean and reorganize the kitchen to make room to accommodate food service storage and equipment.

Name and signage

The name of the food service will be The Lunchbox. The food service will be designated as provided by Huber's.

Huber's will have signage around or under the kitchen opening. Huber's can also have a sign in the entry that directs visitors to the café. All signs will coincide with CMTM brand/ design specs.

Huber's will be responsible for the printing of the menu and signage.

Museum Hours of Operations

From Labor Day to Memorial Day CMTM is open Tuesday through Saturday from

10:00-5:00, on Sundays from 12:00-5:00 and to members only, on Monday from 9:00 -11:00. On a school vacation weeks the Museum will be open on Mondays from 9:00 -5:00.

From Memorial Day to Labor Day, CMTM is open to the public Monday through Saturday from 10:00-5:00 and Sunday from 12:00-5:00.

CMTM closes for the following holidays: New Year's Day, Easter, Independence Day, Thanksgiving, Christmas Eve and Christmas.

Huber's Lunchbox Hours of Operations

From Labor Day to Memorial Day The Lunchbox is open Tuesday through Saturday from 10:00-4:00 and Sunday from 12:00-5:00. On school vacation weeks The Lunchbox can be open Mondays from 10:00 - 4:00.

From Memorial Day to Labor Day, The Lunchbox will be open to the public Monday through Saturday from 10:00-4:00 and Sunday from 12:00-4:00.

The Lunchbox will be closed for the following holidays: New Year's Day, Easter, Independence Day, Thanksgiving, Christmas Eve and Christmas.

After Hours Service

During a three-month trial CMTM and Huber's will evaluate the need for drinks or food between 4pm and 5pm. After the three-month trial period, the parties will renegotiate the possibility of long-term additional service.

CMTM and Huber's will also consider other potential partnerships with birthdays and catered events.

Kitchen Sharing

Huber's will keep supplies clean and orderly. Huber's will also maintain the cleanliness of the café and kitchen areas during their normal business hours.

CMTM will be allowed to use the kitchen for programming or operations. CMTM agrees not to schedule or conduct any such activity in the kitchen during The Lunchbox's hours of operation. CMTM will keep its supplies clean and orderly. CMTM will uphold all health code procedures while using the kitchen, including but not limited to, proper storage, food preparation, and cleaning.

Supplies

Huber's will provide its own supplies to run a fully-functioning food service. CMTM staff will not use Huber's supplies except when a special cleaning supply that is not necessary to CMTM's day-to-day operation is required as part of the shared cleaning, at which time Huber's will provide access to any such cleaning agent.

Waste

Huber's will have access to the on-site dumpster for museum food service-related trash. Huber's staff will be responsible for emptying The Lunchbox's trash cans at the close of its business day.

Deliveries

Huber's will be allowed access to make deliveries through the loading zone in front of the Museum or through the Museum's access allowed in the adjacent parking lot.

Parking

CMTM does not have staff or visitor parking, so Huber's will be responsible for its own staff parking.

Financial commitment

Huber's will support the Museum through a business membership at the supporter level (\$500) and be responsible for the increased cost of utilities as described below.

Utilities

Huber's will share utilities with CMTM. Utilities include trash, water, electric and gas. During the three-month trial period, Huber's will be responsible for 4% of the total cost of utilities (4% based on square foot of kitchen and café). After the three-month trial the CMTM will evaluate an actual usage increase and renegotiate utility pricing with Huber's.

Currently, there is no phone or ethernet line in the kitchen/ café area. At Huber's request, CMTM will coordinate the installation of an external phone line. Huber's will be responsible for cost of phone line installation (\$250) and for the setup and maintenance of a separate phone number.

Insurance

Huber's will carry a shop insurance policy (small business owner's policy). The policy limits should be \$2,000,000 aggregate/ \$1,000,000 per occurrence. CMTM will be named as "other insured." Huber's will also provide liability/ workman's compensation insurance for its staff. A copy of the policy from the insurer will be sent to CMTM to be kept on file on site.

Licensing

Huber's will be responsible for its own licensing and inspections. A copy of the license will be given to CMTM to be kept on file on site.

Huber's Market

(date)

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(date)