

Rental Agreement Considerations and Samples

Rental Agreement Considerations

- Kitchen access – how will renter have access to the space – key, etc.
- Scheduling
 - o days and hours that kitchen will be available
 - o how to determine who can use it if more than one person wants to use the space at a specific time
 - o signing in and out
- Equipment usage – which equipment renter will have access to
- Storage space for equipment and finished products, including refrigeration, freezer, and dry storage
- Cleanliness expectations and other responsibilities of each party regarding the space
- Rental rates
 - o use of kitchen
 - o storage
 - o equipment
 - o deposits
- Rent payment policy
- Utilities included in rental rate
- Reservation policy
- Length of rental agreement
- Cancellation fee
- Written notice for terminating agreement
- Kitchen rules and regulations
- Extra trash pick-up needed
- Supplies – paper towels, cleaning supplies, ice melt, etc.
- Liability for damage to kitchen and equipment
- Maintenance issues

Rental Agreement Considerations and Samples

Rental Agreement Template 1

This _____(kitchen name) Rental, Reservation, and Release are made this _____ day of _____, 20____, by the undersigned, herein referred to as "RENTER".

Renter's Name(s): _____

Contact Number: () _____

Email Address: _____

Alternate Contact Number: () _____

Renter's Address: _____ City: _____ State: _____ Zip: _____

Have you purchased business liability insurance? Yes/No, if yes, attach current Certificate of Insurance.

Have you purchased product liability insurance? Yes/No, if yes, attach current Certificate of Insurance.

List and attach a copy of the current license(s) you hold for the products you are processing at this kitchen:

Rental Date(s): _____ Hours: _____ am/pm to _____ am/pm

Key card # _____ issued to: _____

Rental rate for kitchen space: _____ for equipment: _____ for storage: _____

Total rental rate (per hour or per half/full day) = _____

Deposit amount: _____ Paid by: _____

Area to be rented (including any refrigeration/freezing):

Equipment to be used:

Other pertinent information:

This section might include any of the following that is applicable to your kitchen:

- Rent payment policy (when due, how to pay, late charges, etc.)
- Utilities included in rental rate (if any are)

Rental Agreement Considerations and Samples

- Length of rental agreement, e.g. one-time rent, on-going on a weekly/monthly basis, etc.
- Policy on written notice for terminating rental agreement such as 30 days
- Cancellation fee
- Outline responsibilities of tenant and responsibilities of kitchen as they relate to the space
- Checking in and checking out procedure
- Cleanliness Policy and outline of what needs to be done by tenant and by kitchen
- Additional trash pick-ups following processing will be addressed if needed
- Kitchen rules and regulations as appropriate

Indemnification and Hold Harmless

By signing below, the Renter agrees to defend, indemnify and hold harmless the Kitchen, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of the facility or from which any activity, work or thing done, permitted, or suffered by the renter in or about the facility, except only such injury or damage as shall have been occasioned by the sole negligence of the kitchen.

Renter signature _____ Date: _____

Kitchen manager signature _____ Date: _____

Rental Agreement Template 2

The landlord and renter agree that:

1. The landlord agrees to allow tenant use of the kitchen located at and described as:
_____ kitchen name, address. The term of this agreement shall be from _____ time on _____ date until _____ time on _____ date.
2. Renter and landlord agree to reevaluate the rental agreement on a semiannual basis to be scheduled for _____ month and _____ month. Any amendments can be made during reevaluation.
3. Renter will give 30 days written notice before the end of the agreement period of intent to renew agreement for said premises or vacate upon termination of the agreement.
4. The renter shall pay landlord either:
 - A. An hourly rate of \$_____ per hour per cooking station with a minimum fee of \$_____ (____ hours). A cooking station includes _____. An additional charge of \$____ per hour will apply when scheduling more than one cooking station.
 - B. A flat rate fee of \$_____ per month for one cooking station (for up to 18 hours per month – extra time is \$____/hour up to _____ extra hours) as rent for the term stated on the first day of each month OR
 - C. A flat rate fee of \$_____ per month for one cooking station (for up to 32 hours per month – extra time is \$____/hour up to _____ extra hours) as rent for the term stated on the first day of each month.
 - D. Rents are delivered or mailed to _____ address. All payments are made payable to _____. Any rent not received by landlord on or before the first shall be delinquent and a late charge of 10% of the gross monthly rent if received after 9:00 am on the 2nd calendar day of the month, or postmarked after the first calendar day of the month. A charge of \$_____ may be applied to cover costs of handling a returned check.
5. Renter and landlord agree that the following utilities are included in the monthly or hourly rate:
____Electricity ____Natural gas ____Water/Sewer ____Trash removal

Rental Agreement Considerations and Samples

6. Renter and landlord agree that the following basic kitchen supplies will be provided as part of the monthly or hourly rate:

Paper towels Toilet paper Bleach/Sanitizer Dish soap Hand soap
 Surface cleaners Mop Mop bucket Broom Dust pan
 Ice melt (when applicable)

7. Renter and landlord agree that use of the following equipment, and the applicable usage tax is included in the monthly or hourly rate:

Walk-in refrigerator (number of shelves _____)
 Freezer (number of shelves _____)
 Mixer
 Other:

8. Renter and landlord agree that a dry storage area of approximately _____ size will be included in the monthly rate for all tenants paying at least \$_____ per month.

9. Renter and landlord will refer to the Reserved Kitchen Time form to establish a kitchen use schedule. Reserved Kitchen Time is allocated based on seniority. Reserved Kitchen Time will be evaluated quarterly. In order to keep a specific time reserved, the tenant must show consistent usage of that time.

10. Renter agrees to sign in and sign out of the Kitchen Usage Log each time kitchen access is gained.

11. Renter is responsible for maintaining his/her License(s) applicable to his/her business, products and markets.

12. Renter must provide to landlord a current copy of his/her business insurance naming _____ kitchen as named insured on the policy.

13. The renter shall:

- Maintain the cleanliness of the kitchen as outlined in the cleanliness policy/list.
- Make no alterations, installations, or repairs of any kind to the premises without first obtaining written permission from the landlord.
- Pay for any damage to the leased premises caused by an act of the tenant or any of the tenant's employees.
- Be responsible for liability, theft, and accident pertaining to the kitchen usage, unless caused by

Rental Agreement Considerations and Samples

landlord's negligence.

- Abide by governmental laws and regulations regarding care and occupancy of the premises.
- Give prompt notice to landlord or management of any maintenance required.

14. The landlord shall be responsible for the following maintenance duties during the term of this agreement except to the extent that any such item is made necessary by the acts of the renter, and/or renter's employee(s):

- Repairs to the interior of the premises including the named equipment.
- Coordination of kitchen schedule, and general kitchen operations.

15. If the building is destroyed and made untenable by fire or other causes, the landlord or renter shall have the right to terminate the lease, and landlord shall return the unused portion of any pre-paid rent. Nothing herein shall be construed so as to compel the landlord to rebuild the premises in case of destruction.

16. All notices to quit shall be issued in strict adherence to Iowa law.

17. In consideration of receiving approval to use _____ kitchen, the undersigned hereby releases owner, kitchen manager, and any related or affiliated company, their respective officers, directors, agents, and employees (the "releases") of and from any and all liability, claims, demands, actions and causes of action whatsoever, including actions based on negligent conduct of the "releases" arising out of or related to any loss, damage or injury, including death, that may be sustained by the undersigned, or any of his or her helpers while in _____ kitchen

18. In the event of any legal action concerning this lease, the losing party shall pay to the prevailing party reasonable attorney's fees and court costs to be fixed by the court wherein such judgments shall be entered.

19. The renter and landlord agree that this Rental Agreement contains the entire understanding between them and that there are no oral or written promises, inducements, representations, warranties, covenants, undertakings or agreements whatsoever between them, except as contained herein. This Rental Agreement cancels, annuls, and invalidates any and all prior agreements between renter and landlord, whether verbal or written, regarding the rental of the _____ kitchen.

Rental Agreement Considerations and Samples

In Witness Whereof the parties have duly executed this Kitchen Rental Agreement this _____ day of

_____ (Renter)

Signed: _____

_____ (Kitchen)

Signed: _____

Sample Rental and Reservation Policy

Making a reservation:

1. No reservations will be taken by telephone.
2. A \$_____ deposit is required at the time the reservation is made.
3. Full payment of rented hours is due within 30 days of rental date(s).
4. Applicants must be at least 18 years of age. Proof may be required.

General information:

1. The rental time period must run consecutively and the minimum amount of time to rent is _____.
Prep work and cleanup shall be completed during the hours rented. No early admittance or next day cleanup will be allowed. Refunds will not be given for hours reserved and not used.
2. Renter(s) is/are responsible for their own clean-up unless prior arrangements are made to hire facility Maintenance Staff. The additional fee for the facility staff is \$ _____.
3. Areas that are not included in your rental agreement and that are not to be accessed include _____.
4. Renter must be present during the entire time of each rental period.
5. _____ (kitchen) staff assumes no responsibility for the renter's property prior to, during, or following rental period.
6. Renter shall be responsible for informing any employees/helpers of all kitchen policies.

Sample Rental Rates, Fees, and Deposits

Location	Rate	Type
Texas	\$25/hr, 1 - 4 hours	kitchen access and all storage (sliding fee)
	\$7/hr, 40+ hours	
Washington	\$25/hr	cook line kitchen + classroom
	\$15/hr	cook line kitchen
	\$10 - \$15/hr	tilt kettle processing
	\$10 - \$15/hr	preparation area
	\$5/hr	dry storage (2 linear feet)
	\$10/day	dry storage (2 linear feet)
	\$50/month	dry storage (2 linear feet)
	\$10/hr	cooler (3' shelf)
	\$25/day	cooler (3' shelf)
	\$75/month	cooler (3' shelf)
	\$15/hr	1/2 cooktop plus 1 oven
	\$200/month	1/2 cooktop, 1 oven, freezer storage, cooler, dry storage up to 18 hours
	\$350/month	1/2 cooktop, 1 oven, freezer storage, cooler, dry storage up to 32 hours
	\$100 - \$250	deposit
	Iowa	\$40 - \$100/day
\$20 - \$100		deposit
Chicago, IL	\$14 - \$25/hour	kitchen access, peak hours*
	\$30 - \$60 based on size	storage, rolling locker
	\$10 flat fee	storage, dry
	\$30 - \$60 based on size	cooler
	\$35 - \$50 based on size	freezer
Illinois	\$14 - \$23/hr	kitchen access
	\$40/month	storage rolling locker
	\$5/month	dry storage (2 linear feet)
	\$20/month	cooler refrigerator door width
	\$25/month	freezer shelf (single door width)
Boston, MA	\$300/month	minimum monthly charge (10 hours use)
	\$30/hr	kitchen access and all storage
	\$300	security deposit

*Peak hours are Monday-Friday 6am-10pm and weekends 6am-6pm.

