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 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)
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- 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
revaluation.

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
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
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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.
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

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<thead>
<tr>
<th>Location</th>
<th>Rate</th>
<th>Type</th>
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<tbody>
<tr>
<td>Texas</td>
<td>$25/hr, 1 - 4 hours</td>
<td>kitchen access and all storage (sliding fee)</td>
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<tr>
<td></td>
<td>$7/hr, 40+ hours</td>
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<tr>
<td>Washington</td>
<td>$25/hr</td>
<td>cook line kitchen + classroom</td>
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<td></td>
<td>$15/hr</td>
<td>cook line kitchen</td>
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<tr>
<td></td>
<td>$10 - $15/hr</td>
<td>tilt kettle processing</td>
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<td></td>
<td>$10 - $15/hr</td>
<td>preparation area</td>
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<td></td>
<td>$5/hr</td>
<td>dry storage (2 linear feet)</td>
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<tr>
<td></td>
<td>$10/day</td>
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<tr>
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<td>$50/month</td>
<td>dry storage (2 linear feet)</td>
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<tr>
<td></td>
<td>$10/hr</td>
<td>cooler (3’ shelf)</td>
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<tr>
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<td>$25/day</td>
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<td>$75/month</td>
<td>cooler (3’ shelf)</td>
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<td>$15/hr</td>
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<td>$200/month</td>
<td>1/2 cooktop, 1 oven, freezer storage, cooler, dry storage up to 18 hours</td>
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<td>$350/month</td>
<td>1/2 cooktop, 1 oven, freezer storage, cooler, dry storage up to 32 hours</td>
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<td>$100 - $250</td>
<td>deposit</td>
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<td>$40 - $100/day</td>
<td>kitchen access plus dining area</td>
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<td>$20 - $100</td>
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<td>$14 - $25/hour</td>
<td>kitchen access, peak hours*</td>
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<td>storage, rolling locker</td>
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<td>$10 flat fee</td>
<td>storage, dry</td>
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<td></td>
<td>$30 - $60 based on size</td>
<td>cooler</td>
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<td>$300</td>
<td>security deposit</td>
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*Peak hours are Monday-Friday 6am-10pm and weekends 6am-6pm.