

Pine Manor Commercial Kitchen Rental Agreement

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| Full Legal Name of Kitchen User | Legal Status of User (circle one) Individual/ group Producer Caterer Church Classroom instructor Non-profit Other |
| Name of Authorized Representative | Title |
| Mailing Address | e-mail |
| Telephone | Fax |

This Kitchen Rental Agreement is between the Kitchen User and Pine Manor Improvement Association (PMIA) for use of its shared commercial kitchen facility. This Agreement is effective upon the date of execution shown below.

Kitchen User and PMIA agree to the following policies with respect to use of the Kitchen:

1. **SERVICES & FEES:** The Kitchen is a shared-use facility, and PMIA will control the times and manner of all Users access to and use of the Kitchen.
 - A. **Reserving Time:** User shall request use of the Kitchen as early as possible. The PMIA Kitchen Manager schedules times to maximize all Users’ reasonable requests. If you are running late or if your production is taking longer than planned, contact the PMIA Kitchen Manager to ensure that it will not impact the next producer.
 - B. **Cancellation of Reserved Time:** Reservations may be changed at no charge up to two weeks in advance. Unless alternative arrangements have been made, the following fees will apply for cancellations. The PMIA Resident Coordinator will provide the User with access to the Kitchen and shall track the length of use.

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| Within 24 hours of scheduled start | 1 hour rent for each 2-hour block (rounded up to nearest 2 hours); UNLESS kitchen is rebooked for same or larger slot |
| Within 25-72 hours of scheduled start | 1 hour rent for each 4-hour block (rounded up to the nearest 4 hours); UNLESS kitchen is rebooked for same or larger slot |

For sporadic (one time or occasional use) renters, if you wish to change (rather than cancel) your reservation, it will depend on availability of both space and staffing.

- C. **Facility:** PMIA will provide the User with a clean kitchen as well as a “Kitchen Checklist” to complete before and after use. Production and packaging of food products must take place within the Kitchen. As this is a shared kitchen, it is the responsibility of each User to sanitize all surfaces and equipment before, during and after use. All Users are responsible for leaving the Kitchen as clean (or cleaner) as when they begin production. If any immediate cleaning is required for the next user to begin, the cost of such will be deducted from your deposit at a rate of \$25/hour.
- D. **Building Access & Security:** If access is requested during after-hours periods or at other times when the PMIA Resiliency Hub Coordinator is not present, a key will be issued to regular clients in good standing. All clients are required to notify the PMIA Kitchen Manager via text, email or telephone if they need to enter the building at an unscheduled time. Failure to do so will result in the key being revoked. The key may not be labeled with any identifier, and if the key is lost, you must notify the PMIA Kitchen Manager immediately.

- E. **Emergency Use:** In time of emergency, PMIA reserves the right to utilize space as needed for the benefit of the public, which may affect access during scheduled hours in a lease agreement.
 - F. **Deposit:** A one-time deposit of \$100 will be charged at the initial reservation. This deposit covers cleaning (if the facility is not left as clean as it was found), equipment breakage and/or loss outside of normal wear and tear, and facility key as needed. You will be notified of any deductions to the deposit within 72 hours of occurrence. Deposits (minus deductions) will be returned upon request at the beginning of the month in which you do not schedule time. Should you wish to rent kitchen space later, the deposit must be re-submitted.
 - G. **Payment Terms**
 - 1. **Rate Sheet:** Fees for Kitchen use are set out in the Pine Manor Commercial Kitchen Rate Sheet, attached to this Agreement. PMIA may change the Rate Sheet at any time upon 30 days' written notice to User.
 - 2. **Payment Terms:** Deposits are charged at the time of the initial reservation. Payment for sporadic (one-time or occasional use) renters is due at the time of use. Payment for regular Users is due no later than the 10th of the month, with a \$5/day late fee assessed thereafter. Facilities are scheduled for 60-minute increments. Rent will be calculated on actual usage, rounded up in 30-minute increments. Any adjustments to payments (for longer or shorter use than scheduled) will be billed at the end of each month. User may not use the Kitchen until all outstanding bills are paid.
 - 3. A penalty of \$50 will be charged for checks returned for insufficient funds.
 - H. **Kitchen Amenities**
 - 1. Cooking Kitchen rental includes use of workspace, food preparation and cooking equipment.
 - 2. Limited cutlery and cookware are available. Professional cooks and chefs will likely wish to supply your own based on preferences.
 - 3. Cleaning supplies (paper towels, sanitizer, side towels, dish soap, and floor cleaning supplies) are provided by PMIA. Users must supply their own personal use items (aprons, hair restraints, gloves, etc.)
2. **USER DUTIES & RESPONSIBILITIES:** User agrees to assume the following duties in its use of the Kitchen under this Agreement:
- A. **Rental and Use Policies:** User agrees to comply with all the rules and obligations as currently stated in this Agreement.
 - B. **Contact Information:** User certifies that the identification, address and contact information stated at the beginning of this document is current and correct. User agrees to keep the PMIA Kitchen Manager informed of any changes in User's legal identity, address or other contact information.
 - C. **Prohibited Substances Use Policy:** User agrees that there will be no alcohol or illegal drugs allowed on the property. Smoking is not allowed in the building or parking lot. It will be the responsibility of User to enforce this policy. *If it is discovered that alcohol or illegal drugs are used in the Kitchen at any time, the security deposit becomes immediately non-refundable. The PMIA Kitchen Manager has the right to cancel the appointment of any client who is suspected to be under the influence of alcohol or drugs.*
 - D. **Security:** If User is scheduled to occupy the building during a time when the PMIA Resident Coordinator is not present, the User must coordinate first with the PMIA Kitchen Manager to arrange entry to the kitchen.
 - E. **Food and Equipment Safety and Sanitation:** All Users and their employees must demonstrate that they have clear knowledge and understanding of sanitation principles, as well as knowledge of the use of the requisite kitchen equipment. In addition:
 - 1. All Users must hold a current Florida Food Handler Certificate before using the kitchen.
 - 2. All Users must label and date any food products stored in the PMIA Kitchen.
 - 3. All prepared foods must be stored in air-tight containers.
 - F. **Housekeeping Policies:** User policies include but are not limited to the following:
 - 1. Cleaning supplies (paper towels, sanitizer, dish soap, & floor cleaning supplies) are provided.
 - 2. Users must supply their own personal use items (aprons, hair restraints, gloves, etc.)
 - 3. No equipment owned by PMIA shall ever leave the premises.
 - 3. Users will strictly follow cleaning guidelines provided by PMIA before, during, and after each use of the facility.
 - 4. Users must perform and fill in the "Kitchen Checklist" before and after each kitchen use, and leave them in the designated area.
 - 5. If User fails to leave the PMIA Kitchen in the proper condition, User will receive a warning and be responsible to pay the \$25 an hour cost of cleaning the facility as determined by PMIA. Upon a second such failure, User shall pay a fine of \$50 plus the cleaning costs. Upon a third such failure, this Agreement shall be terminated.

3. **ASSIGNMENT:** User may not transfer or assign User's privileges under this Agreement to any third party. The User shall not grant access or allow a third party to operate in the Kitchen at any time. Violation of this duty is grounds for immediate termination of this Agreement and the immediate discharge of that User from the Kitchen.
4. **HEALTH AND SAFETY RESPONSIBILITIES:** To ensure the safety of all persons associated with the PMIA Kitchen, User shall also comply with the following duties:
 - A. **Worker Safety:** User is exclusively responsible to ensure that User and its employees/associates observe proper safety procedures while using the Kitchen. All User employees/associates must have registered with the PMIA Kitchen Manager and provided contact information in case of emergencies before being authorized to work in the PMIA Kitchen. No children under 16 are allowed in the kitchen when any food processing is taking place.
 - B. **Right of Inspection:** The staff of PMIA retains the right to enter and inspect operations at any time during use. The Florida Department of Health Lee County shall have the right to inspect without prior notice at any time deemed necessary by their organization.
5. **LIMITATION OF LIABILITY:** User agrees that any and all claims involving PMIA are strictly subject to the following limitations:
 - A. **Business Services:** All Business Services provided by PMIA and/or any officers, staff or other agents of PMIA are provided solely for the purpose of assisting User in the operation of its business. PMIA makes no representations, warranties or guarantees that the business services provided will result in the success of the Business. User understands and acknowledges that User is solely and completely at freedom to accept or reject any business services, and that the principal(s) or owner(s) alone are in control of the Business and its success or failure. User acknowledges and agrees that PMIA and any officers, staff, trustees or the agents of PMIA are not liable to the Business or its principal(s) or owner(s) for any damages resulting from the use or reliance upon the business services provided by PMIA.
 - B. **Liability:** PMIA shall not be liable for any damage to either person or property sustained by the tenant or by any third party arising in any way out of the User's use, operation, occupancy of the PMIA Kitchen, or sale or distribution of any product which is produced or manufactured on the premises. Users agree to indemnify, defend and hold harmless PMIA and its employees from all claims, costs, and liability arising from or in connection with damages, injuries to persons (including death), or property in, upon, or about the PMIA premises, or any portions thereof, or resulting from the sale, distribution and use of any product manufactured by the User on PMIA premises.
6. **MISCELLANEOUS PROVISIONS**
 - A. **Kitchen User Property:** User shall promptly remove any personal property from facility after usage unless prior arrangements have been made with the PMIA Kitchen Manager. If User's property is not promptly removed, PMIA may take possession of, remove, and/or discard User's property. User shall be liable to PMIA for a reasonable storage cost for property removed in this manner.
 - B. **Confidentiality:** User agrees to maintain the confidentiality of all other Users of the PMIA Kitchen, including recipes, ingredients and procedures.
 - C. **Competition:** The PMIA Kitchen is a shared-use facility. All clients are expected to be mutually supportive. PMIA reserves the right to contract with clients who make similar and possibly competing products.
 - D. **No Oral Modification:** This agreement shall be modified in writing only, duly signed by User and PMIA Kitchen Manager.
7. **TERMINATION:** This Agreement shall continue from the date of execution unless terminated as provided in this Section. Any financial obligation to PMIA shall survive the termination of this Agreement.
 - A. **Voluntary Termination:** This Agreement may be terminated at any time upon mutual agreement of PMIA and the User. Either party may terminate this Agreement at any time upon 14 days' written notice to PMIA.
 - B. **Breach or Default:** User must correct any violation, breach or failure to keep or perform any conditions of this Agreement within three (3) days after receiving written notice of such from PMIA Kitchen Manager. If more than three (3) days pass without any corrective action taken by the User, PMIA may, in its sole discretion, terminate this Agreement.
8. **LICENSING RESTRICTIONS:**
 - A. **Open Records:** The Florida Department of Health Lee County may request either a printed log and/or a verbal summary of specific licensee's usage of the kitchen. Complete and full information will be provided immediately by PMIA Kitchen Manager.
 - B. **Breach or Default:** Users must operate within the confines of their licenses, and may be reported to Florida Department

of Health Lee County if evidence exists that they are selling food prepared outside of the licensed kitchen.

- C. **Cottage Foods Law:** Licensed individuals are *strongly discouraged* from preparing foods under the Cottage Foods Law. If done, all guidelines for cottage foods production and sales must be strictly adhered to, including production of allowable foods, packaging, sampling, and labeling.

9. USER PREREQUISITES

Business/Commercial Kitchen Users will have completed the following activities and provided appropriate documentation to the PMIA Kitchen Manager before User may use the facility:

- Completed application form and deposit
- Proof of Product Liability Insurance (for commercial purposes)
User will maintain a minimum coverage of \$1,000,000 (one million dollars) of general liability and product liability insurance, with Pine Manor Improvement Association named as “additional insured” on each policy. Users must provide proof of insurance to the PMIA Kitchen Manager before User may enter and use the facility.
- Copy of Lee County Business Licensing
- Copy of Safe Serve Certification

This Agreement is executed this ___ day of _____ 20, by the duly authorized representative of each party.

Date of first rental:

Number of hours:

Rental rate: _____ hour(s) _____ day(s) _____ Full month _____ Individual booking _____

Pine Manor Improvement Association

Legal Name of User

By: _____

By: _____
Signature of Authorized User

PMIA Commercial Kitchen Manager
(239) 275-5180

By signing, I certify that I have received a copy of this agreement