

Food Truck Vendor Rental Agreement

Full Legal Name of Kitchen User	Legal Status of User
Name of Authorized Representative	Title
Mailing Address	e-mail
Telephone	Fax

This Rental Agreement is between the Food Truck Vendor (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.

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

1. **SERVICES & FEES:** The Kitchen is a shared-use commercial kitchen facility, and PMIA will control the times and manner of the User’s access to and use of the Kitchen.
 - A. **Licensing:** PMIA will serve as the User’s licensed commissary for operations of its food truck.
 - B. **Fees:** \$50 a month. Additional fees for kitchen use are set out in the PMIA Commercial Kitchen rate sheet. Payments are due by the first of the month. Payments can be made at PMIA by cash, check or online at pmiafm.org.
 - C. **Building Access & Security:** Contact PMIA Resiliency Hub Coordinator Shari Clark at (239) 275-5180 for kitchen access.
 - D. **Payment Terms**
 1. **Rate Sheet:** Fees for Kitchen use are set out in the Pine Manor Commercial Kitchen Rate Sheet. PMIA may change the Rate Sheet upon 30 days’ written notice to User.
 2. **Payment Terms:** Full payment is to be made at the time of the initial reservation.
 3. **Insufficient funds:** A penalty of \$50 will be charged for checks returned for insufficient funds.

2. **USER DUTIES & RESPONSIBILITIES:** User agrees to assume the following duties in its use of the Kitchen under this Agreement:
 - A. **Regulatory compliance:** User will complete and submit a Commissary Letter of Agreement between the Florida Department of Agriculture and Consumer Services Division of Food Safety and PMIA as part of a mobile food establishment permit application.
 - B. **Rental and Use Policies:** User agrees to comply with all rules and obligations included in this Agreement.
 - C. **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 Resiliency Hub Coordinator informed of any changes in User’s legal identity, address or other contact information.
 - D. **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.

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. **LIMITATION OF LIABILITY:** User agrees that 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 operations. User agrees 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) resulting from the sale, distribution and use of any product manufactured by the User on PMIA premises.

5. MISCELLANEOUS PROVISIONS

- A. **Confidentiality:** User agrees to maintain the confidentiality of all other Users of the PMIA Kitchen, including recipes, ingredients and procedures.
- B. **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.
- C. **No Oral Modification:** This agreement shall be modified in writing only, duly signed by User and PMIA Kitchen Manager.

- 6. **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. User 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.

7. 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 Resiliency Hub Coordinator.
- 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.

8. 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

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

Pine Manor Improvement Association
PMIA Commercial Kitchen Manager(239)
275-5180

By: _____

Legal Name of User

By: _____
Signature of Authorized User

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

