



Pine Manor Commercial Kitchen

Pine Manor Improvement Association
5546 9th Ave., Fort Myers, FL 33907
(239) 275-5180
pmiafm.org

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 all Users 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:** \$60 a month, with a six-month minimum reservation. Additional fees for kitchen use are set out in the PMIA Commercial Kitchen rate sheet attached to this agreement. Payments are due by the first of the month. Payments can be made at PMIA by cash, check or online at pmiafl.org through the giving portal.
 - C. **Building Access & Security:** Contact PMIA Resident Coordinator Shari Clark at (239) 275-5180 for access to the kitchen.
 - D. **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:** 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 of the 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 Resident 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 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 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 until _____ 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 Resident 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.
- C.

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 Florida Department of Health Lee County Licensing
- 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

Legal Name of User

By: _____

By: _____

PMIA Commercial Kitchen Manager
(239) 275-5180

Signature of Authorized User

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



Pine Manor Improvement Association
 5546 9th Ave., Fort Myers, FL 33907
 (239) 275-5180
 pmiafm.org

Rate Sheet

The Pine Manor Commercial Kitchen is an enterprise of the Pine Manor Improvement Association (PMIA), a nonprofit organization working to strengthen the neighborhood since 1999.

Below are the rates for the use of our rental spaces. For more details, please contact PMIA Kitchen Manager at (239) 275-5180.

Cooking and Wash-Pack Kitchens	Hourly Rate	Deposit	One Time Use Hourly Rate
Cooking Kitchen	\$15* (\$12 overnight)**	\$100	\$18
Wash-Pack Kitchen	\$12		\$15

Facilities are billed in 30-minute increments and calculated on actual usage, rounded up in 30 minute increments.

*\$20 discount with 12-hour monthly prepay; \$40 discount with 24-hour monthly prepay

** Overnight hours are 10 p.m. - 6 a.m.

Kitchen Amenities

1. Cooking Kitchen rental includes use of workspace, food preparation and cooking equipment. Wash-Pack Kitchen rental includes use of workspace for washing & packaging of food and food products.
2. Limited cutlery and cookware is 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 may supply their own personal use items (aprons, hair restraints, and gloves), or may utilize those provided by PMIA.

Scheduling Kitchen Time: Kitchen renters shall request use of the Kitchen as early as possible. The PMIA Kitchen Manager schedules times to maximize all Users' reasonable requests. Late arrivals can throw off the schedule. Please work to arrive at the time scheduled. If you are running late or if your production is taking longer than planned, contact the PMIA Kitchen Manager check in to ensure that it will not impact the next producer.

Cancellation of Reserved Time: In order to ensure that maximum kitchen time is available to all clients, reservations may be canceled at no charge up to two weeks in advance. Unless alternative arrangements have been made, the following fees will apply for cancellations. 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.

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

Facility: PMIA will provide renters with a clean and sanitary kitchen as well as a "Kitchen Checklist" to complete after use. Production and packaging of food products must take place within the Kitchen. As this is a shared-kitchen and frequently booked, it is the responsibility of each user to sanitize all surfaces and equipment before, during and after use. All renters are responsible for leaving the Kitchen as clean (or cleaner) as when they begin production. If any immediate cleaning is required in order for the next renter to begin, the cost this service will be charged at a rate of \$50/hour.

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.

Monthly Fees: Renters are billed on the first of each month, payable by check or cash to the Pine Manor Improvement Association. Rent is due by the 10th of each month, after which a late fee of \$5 per day will be assessed.