



# Commercial Kitchen Rental Agreement Contract & Terms

Organization/DBA: \_\_\_\_\_

Responsible Party: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Billing Address (if different) \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_ Mobile No: \_\_\_\_\_

Office No: \_\_\_\_\_ Emergency Contact name \_\_\_\_\_

Relationship to renter \_\_\_\_\_ Phone: \_\_\_\_\_

## 1. Terms

The term of this agreement shall be for the dates and times requested in the attached application. This rental amount includes basic kitchen rental, utilities and shared equipment\* usage. If for any reason the credit card being charged is declined, renter will be notified immediately. Access to the kitchen will be restricted until a working credit card has been supplied. After 48 hours, any reserved kitchen time may be cancelled if no alternate payment method is supplied.

The kitchen is a shared use facility, equipped with commercial stoves, ovens, mixers, sinks, utensils, pots and pan. Certain productivity equipment like Meat slicer, Dough Sheeter, Large Dehydrator, Freeze Dryer, Vegetable chopper, meat Grinder are not available for shared use. Contact management to reserve on hourly basis. Buckley Kitchen shall maintain the kitchen in a sanitary and orderly state and ensure that all equipment available to the renter operate to all applicable health and safety standards. It is the renter's responsibility to furnish all small wares needed for their food process. It is also the renter's responsibility to ensure that the kitchen is left in a sanitary and orderly state at the end of the rental period.

- There is a **ZERO TOLERANCE** policy regarding signed commissary agreements with our kitchen. If a renter is found to be cooking from home or in any other kitchen while claiming to any entity to be working from the Buckley Kitchen, they will immediately be banned from further kitchen use and any health department that holds a signed commissary agreement from us will be notified. No refunds will be given.
- The renter shall furnish their own food, spices, bowls, utensils, towels, pots and pans necessary for their process. When processing is completed for the day, renter must remove their equipment from the kitchen or store it in a rented storage space in the kitchen. All stored items must be properly washed and sanitized.

- Renter shall procure and maintain the appropriate food service licensing from the Pierce County Health Department and/or the WSDA. A copy of the license, Operating plan must be provided to Buckley Kitchen prior to your first rental date. The renter shall be solely responsible for any fines or fees levied by the County Health Department or the State of Washington related to their activities in the kitchen.
- Renters who are not processing food for resale (“Non-Business Renters”) are not required to provide proof of business licensing or food service licensing and shall initial here to affirm that their processed foods are for personal use only and will not be sold to the public.
- **Non-Business Renters** will abide by all other terms of this agreement, including providing proof of completion of the food handler certification. Non-business Renters will **only be allowed to use the freeze dry pack and kitchen dehydrator equipment, wash station, dish washer, cutting board, knives or vegetable/meat chopper as separate rental**. All other shared space and equipment is reserved for the exclusive use of business Renters.
- Renter shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with the renter’s use or occupancy of the kitchen to the Kitchen manager within an hour.
- Renter is solely responsible for supervising all individuals in the kitchen during your rental time related to your rental time. Buckley Kitchen reserves the right to evict individuals from the facility at any time if their conduct is deemed to be destructive or detrimental in any way.
- Under no circumstances shall the renter allow any other organization or individual to use the kitchen for the period which the renter has contracted.
- The kitchen must be clean and have trash removed upon final inspection, before any/all portion of the security deposit will be returned. If damages are made to the property and the repair costs exceed the paid security deposit. Buckley Kitchen reserves the right to charge the additional expenses to the renter’s credit/debit card on file.

Renter agrees to abide by the following rules, and agrees that upon violation of said rules, Buckley Kitchen has the option to terminate this rental and demand that tenant vacate the premises and pay additional fee based on assessment.

1. No furniture or equipment shall be removed from the premises unless it has been rented.
2. Renter shall not admit a larger number of individuals that can lawfully, safely and freely move about the facility.
3. Smoking is not permitted in the facility.
4. Drugs and alcohol are not permitted in the facility.
5. Animals are not permitted in the facility.
6. All trash in and about the facility must be removed daily and placed in trash receptacles located out-side the building.
7. If you are storing products or ingredients for products in the facility, you must check your stock for current dates. **NO EXPIRED DATES** allowed on premises. If product is expired and renter do not dispose after repeated warning. Buckley Kitchen shall reserve the right to dispose and inform the renter. Any applicable fee can be evaluated based on the quantity and time taken to dispose spoiled/bad items.8. Rental time begins at the scheduled start time and ends at the scheduled stop time. All set up and clean up must be completed within this time frame. You must be vacated from the rental space by the scheduled end time.
9. Renter shall not occupy all the shared equipment, when others are waiting in line to use the shared equipment.

## 2. FOOD SAFETY

Safety of the product and processor is the top priority of the Buckley Kitchen& Bakery LLC. Anyone wishing to use the kitchen must have completed food Handler training and provide certificate of completion to be kept on file or make arrangements.

Find at <https://www.foodworkercard.wa.gov/>. Cost is \$10 and the certification is good for 2 years.

If at any time management feels that the processor is being unsafe, they may be asked to leave forfeiting all pre-paid fees.

#### **Other Basic Safety Rules:**

1. No children under the age of 16 or untrained individuals are allowed in kitchen while preparation is taking place.
2. No one under the age of 18 may use equipment.
3. Renters must wear proper clothing. Sandals, shorts, tank tops, and jewelry that could fall in to your product are not permitted.
4. Hair must be worn back.
5. If Fake Fingernails/polish is used, you must wear glove.
6. All cuts shall be bandaged with waterproof protectors, and watertight disposable gloves shall be worn.
7. Renters who are sick or have infected cuts, lesions, boils or open sores will not be permitted to use the kitchen until they have been treated.

### **3. EQUIPMENT/TOOLS**

Cookie sheets, pots, pans, mixing bowls and various utensils may be used by renters, but any additional specialized equipment is provided by the renter. **Make sure you do not take Buckley Kitchen Rentals equipment home with you. If you do, you will be fined.** Equipment supplied by renter must be NSF approved and will be inspected by the kitchen manager to ensure compliance. Storage space may be available for additional cost. **Please label any equipment that you leave in the space**

If renter prefers to store their equipment at the Buckley Kitchen premise, may do so based on the agreed-on rent per month. Management is not responsible for any damages or lost or stolen. If renter fails to pay the rent on time or after 30 days, management reserves the right to auction or charge dumping fee (assessed based on equipment/food items) to recover lost rent, utilization of space and lost business.

### **4. CLEANING**

**All renters will be required to leave the kitchen in the condition in which it was found upon rental. After using the space, renters are expected to change trash in kitchen and drop into the community trash bins. Any recycling must be carried out to the community recycling bin.**

**All renters must complete cleaning of appliance, pots and pans (Buckley Kitchen assets) within the rental period and remove personal appliances, pots and pan from Kitchen, unless dry space is rented and stored in your rented space.**

**If renter prefer to clean their own appliances, pots and pan outside of the rental hours, a Flat fee of \$10 to be paid to use the kitchen after the kitchen rental hours. If the kitchen is busy, please call and set up appointment.**

Cleaning your business equipment such as food trucks, food cart is not permitted using Buckley Kitchen cleaning supplies. You are welcome to bring your own supplies and clean outside the kitchen. Remove all your cleaning supplies, do not store in the Buckley Kitchen premises.

Failure to properly clean up after use will result in a fee of \$40 per hour and will be added to the rent or deducted from the deposit.

## **5. Production Responsibilities.**

Renter assumes all production risks in connection with Buckley kitchen facility and equipment including, but not limited to, any failure of equipment during Renters use of such food processing facility and equipment owned by Buckley Kitchen.

Under no circumstances shall Buckley kitchen be liable to the Renter for any failure to meet volume production, expected quality and/or any other failure of the production process including but not limited to the failure of any particular piece of equipment or machinery run on electric, Natural gas, propane or combination of any (such as Refrigerator, Freezer, Stove oven, mixer, grinder, proofer). Buckley kitchen assumes no responsibility for the supply of any other production requirements other than the user of the facility and equipment previously set forth, including but not limited to ingredients, packaging, process and recipes. In case of failure, Renter must file through their insurance to claim lost business of use. Buckley kitchen do not be held liable under any circumstance. Renter do have option to get refundable amount based on the additional coverage paid option.

## **6. Product Profits.**

Any and all profits derived from the production of Renter's products or services at Buckley kitchen whether at retail, wholesale or otherwise, shall be the sole and exclusive property of the Renter unless provided for in a separate agreement.

## **7. Tax liability.**

Renter shall be responsible for any and all state and/or federal taxes that may be due as a result of the production and/or sale of any of Renter's products or services at Buckley kitchen.

## **8. Other Business Interests.**

This Agreement shall not be construed as a partnership, joint venture, or trust, unless otherwise agreed in writing, signed by both parties. Buckley kitchen has no right, title or interest in or to the business of the Renter. No employees, agents or contractors of Renter shall be an employee, agent or contractor of Buckley kitchen.

## **9. Security.**

Buckley kitchen assumes no responsibility for the security of any equipment or supplies provided by Renter for use at the Buckley kitchen Facility. Any additional security of storage arrangements shall be Renter's sole responsibility.

## **10. No Show**

If no cancellation notice is received 24 hours in advance of scheduled kitchen time, then the “no-show” User will be charged a \$50 fee for the no-show.

## **11. Shared Use Facility:**

Please remember that this is a shared-use facility. Empty trash containers in the facility into the dumpster and leave trash can clean. Please help take care of our community kitchen by sweeping the floor, wiping out the sinks or anything else that you see needs attention. **NO FOOD BITS SHOULD BE LEFT IN THE SINK, STRAINER, ON THE FLOOR OR ON COUNTER TOPS.** This space is for your convenience.

## **12. Liability of Renter and Indemnity.**

Buckley Kitchen shall not be liable for any damage to any person or property sustained by the Renter or any third party arising in any way out of the Renter’s use, operation, or occupancy of the Facility, or the sale or distribution of any product manufactured at the Buckley Kitchen Facility. The Renter covenants and agrees to indemnify, defend, and hold harmless Buckley Kitchen, its owners, investors, and employees from any and all losses, claims, costs, expenses, actions, damages, and liabilities arising from or in any way connected with the Renter’s use or occupancy of the kitchen, including, without limitation, damages or injuries to persons (including death) or property in, upon, or about the Buckley Kitchen Facility, any portion thereof, or resulting from the sale, distribution, consumption, or other use of any service provided or product manufactured at the Buckley Kitchen Facility for or by the Renter.

Advancement. If requested by Indemnitee, the Indemnitor shall advance prior to the final disposition of any proceeding all expenses reasonably incurred by Indemnitee in connection with (including in preparation for) a proceeding related to an Indemnifiable Event. Indemnitee hereby undertakes to repay such amounts advanced if, and only if and to the extent that, it shall ultimately be determined that Indemnitee is not entitled to be indemnified by the Indemnitor under the provisions of this Agreement. The advances to be made hereunder shall be paid by the Indemnitor to Indemnitee or directly to a third party designated by Indemnitee within fourteen (14) days following delivery of a written request therefor by Indemnitee to Indemnitor. Indemnitee’s undertaking to repay any expenses advanced to Indemnitee hereunder shall be unsecured and shall not be subject to the accrual or payment of any interest thereon.

Each renter will maintain a minimum coverage of \$1,000,000 of general liability and product liability insurance with Buckley Kitchen & Bakery LLC and FS Harmon Manufacturing Company as additional insured.

**Buckley Kitchen & Bakery LLC**  
28120 State Highway 410 E, Unit A  
4/A7 Buckley, WA 98321

**FS Harmon Manufacturing Company**  
6316 Wheeler St  
Snohomish  
WA 98296

Business renters must provide proof of insurance to the Kitchen Manager before renter may enter and use the facility.

### **13. Damages to Buckley kitchen Property.**

The Renter shall be responsible for any and all damages to the Facility or equipment caused by its use of the Facility or its equipment by Renter, its agents, employees or guests to the extent the damages are not covered by valid and collectible insurance available to Renter or Buckley kitchen.

### **14. Default.**

Renter shall abide by the terms of this Agreement and Buckley kitchen Rental Policy & Procedures Manual, a copy of which has been provided to Renter and terms of which are incorporated herein by reference. A violation, breach or failure to keep or perform any conditions of this Agreement or Buckley kitchen Rental Policy & Procedures Handbook may result in loss of privileges or alteration of the Renter's rights to this agreement at the decision and discretion of Buckley kitchen. Failure of the Renter to rectify the violation after notification by Buckley kitchen, then Buckley kitchen may declare the Renter's rights terminated with no further notice. Furthermore, Buckley kitchen may possess and remove Renter's property from the Facility. Renter will be charged any reasonable storage costs.

### **15. Assignment.**

This Agreement is solely between Buckley kitchen and renter. Renter shall not assign its rights under this Agreement. Buckley kitchen reserves the right to assign this agreement at any time.

### **16. Termination.**

Notwithstanding any provision in this Agreement, Buckley Kitchen may, in Buckley kitchen's sole and absolute discretion, terminate this Agreement without further liability by delivering one week notice to Renter by email or Text message.

### **17. No Waiver.**

The failure by Buckley kitchen at any time to enforce any right or remedy available to it under this Agreement or otherwise with respect to any breach or failure by Renter shall not be construed as a waiver of such right or remedy by Buckley kitchen with respect to any other breach or failure by Renter.

### **18. Authority.**

Each signatory to this Agreement represents and warrants that s/he has the full authority to enter into this Agreement for Buckley kitchen and Renter.

### **19. Attorneys' Fees.**

If the services of an attorney are required by Buckley kitchen to secure the performance of Renter under This Agreement, or otherwise, upon the breach or default by the Renter of this Agreement, or if judicial action is necessary to enforce or interpret any provision of this Agreement, and further, in the event that Buckley Kitchen is the prevailing party, Buckley Kitchen shall be entitled to reasonable attorneys' fees and expenses, in addition to any other relief to which Buckley Kitchen may be entitled

### **20. Entire Agreement.**

This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either party, except to the extent incorporated in this Agreement. Renter: For the purposes of this agreement, "Renter" shall include the individual or legal entity (including but not limited to sole proprietorship, partnership, Limited Liability Corporation, corporation) that executes this Agreement, as well as any employees or contractors of the Renter.

**21. Forces Majeure.**

Provider shall be excused from performance pursuant to this Agreement for any period it is prevented from performing in whole or in part, as a result of an act of God, war, civil disturbance, court order, labor dispute or other cause beyond its reasonable control and such nonperformance shall not be a ground for liability to Provider.

**22. Video Surveillance.**

Renter acknowledges that Buckley kitchen may install video surveillance on its premises and if such, will always be recorded

**23. Deposit and Refund Clause**

The Customer agrees that any deposit payment made under this Agreement shall be refunded only upon successful completion of the full signed lease term, subject to compliance with all terms and conditions of this Agreement.

In the event the Customer fails to complete the signed lease term, the deposit shall be deemed non-refundable.

Upon vacating the premises at the end of the lease term, the deposit refund shall be processed within thirty (30) days, provided that:

- The Customer has fully vacated the premises;
- There are no outstanding balances, damages, or violations;
- Official confirmation or notification has been received from the Health Department confirming compliance and approval upon termination of use.

Failure to meet any of the above conditions may result in delay or forfeiture of the deposit, as permitted by law.

**24. Contract renewal and price increase.**

The Customer acknowledges and agrees that the kitchen rental rate shall be subject to an automatic six percent (6 %) increase, effective January of each calendar year or upon expiration of the signed contract term, whichever occurs first. This increase shall apply without prior notice, and the Customer expressly agrees to such adjustment as a condition of entering into this Agreement.

Any additional price increases beyond the automatic six percent (6%) increase will be communicated to the Customer in writing via text message or email. Continued use of the kitchen rental following such communication shall constitute acceptance of the adjusted rental rate

Day of the Week

Monday     Tuesday     Wednesday     Thursday     Friday     Saturday     Sunday

Any day

Time of the Day

2PM to 10 PM     10PM to 6AM     6 AM to 2 PM    Custom Time \_\_\_\_\_

Rental Type

Onetime Rental \_\_\_\_\_ hrs.     6 Months     1 Year    \_\_\_\_\_ Years

This agreement is executed on \_\_\_\_\_, 20\_\_\_\_, by the duly authorized representative of each party.

Monthly Price Break down

Base Rent	\$_____		
Dry Storage	\$_____	Rack	Shelves
Cooler Rent	\$_____	Rack	Shelves
Freezer Rent	\$_____	Rack	Shelves
Grey water dump	\$_____		
Other Charges	\$_____	Rack	Shelves
Washer/Dryer Fee	\$_____		
Cooler/Freezer recovery	\$_____	(covers up to \$_____)	
Dishwasher Only use	\$_____		
Equipment & Prep table	\$_____		
Lockable Storage	\$_____		
CreditCard fee (3.8%)	\$_____		
Total monthly rent	\$_____		

which will be split into equal payments and charged monthly to a credit card on file or ACH/Check for the duration of this contract.

A Security deposit in the amount of \$\_\_\_\_\_one-time has been deposited by the renter with Buckley Kitchen

For security refund condition, please refer to the contract section 23.

Maximum of 2 renters allowed to use ONEP REPSTATION. Additional renter/repstation incurs cost. Please contact Kitchen Manger.

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## **Credit/Debit Authorization Form**

I hereby authorize Buckley Kitchen also initiate to my checking/saving and credit card accounts at the financial institution listed below (THE FINANCIAL INSTITUTION) and if necessary, initiate adjustments for any transactions credited/debited in error.

This authority is in effect until Buckley Kitchen is notified by me in writing to cancel authorization in such time as to afford Buckley Kitchen and THE FINANCIAL INSTITUTION a reasonable opportunity to act on it.

Name of Financial Institution: \_\_\_\_\_

Address of Financial Institution (Branch, City, State) \_\_\_\_\_

Employee Name \_\_\_\_\_

Account Type:  Checking  Savings

Routing No. \_\_\_\_\_ Account number \_\_\_\_\_

Name on Card \_\_\_\_\_

Credit Card No: \_\_\_\_\_

Debit Card No: \_\_\_\_\_

Exp. Date \_\_\_\_\_ Sec Code. \_\_\_\_\_

Billing Address \_\_\_\_\_ Billing City \_\_\_\_\_

Billing State \_\_\_\_\_ Billing Zip \_\_\_\_\_

Authorized Signature of Responsible Party \_\_\_\_\_ Date \_\_\_\_\_

IN EVIDENCE OF THEIR AGREEMENT, THESE PARTIES HAVE SUBSCRIBED THEIR NAMES TO BE EFFECTIVE THE DATE THIS AGREEMENT IS FULLY EXECUTED:

**Buckley kitchen & Bakery LLC**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Renter/Responsible Party & Personal Guarantor**

Hereby acknowledges with below signature that individual is personally responsible for all financial obligations of this agreement separately and in addition to Renter's business liability.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Date: \_\_\_\_\_