



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 Xpress Kitchen shall maintain the kitchen in a sanitary and orderly state and ensure that all equipment available to the renter operates 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 Xpress 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 Xpress 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 Xpress 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 Xpress 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 Xpress 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 Xpress 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 Xpress Kitchen Rentals 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 Finger nails/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 Xpress 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 Xpress 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 Xpress Kitchen.

Under no circumstances shall Buckley Xpress 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 Xpress 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 Xpress 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 Xpress 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 Xpress 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 Xpress 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 Xpress kitchen.

9. Security.

Buckley Xpress kitchen assumes no responsibility for the security of any equipment or supplies provided by Renter for use at the Buckley Xpress 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 Xpress kitchen shall not be liable for any damage to either person or property sustained by 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 Xpress kitchen Facility. The Renter covenants and agrees to indemnify, defend and hold harmless Buckley Xpress 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 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 Xpress kitchen Facility, any portions thereof, or resulting from the sale, distribution, consumption and other use of any service provided or product manufactured at the Buckley Xpress 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 Xpress Kitchen Rental LLC and FS Harmon Manufacturing Company as additional insured.

Buckley Xpress Kitchen Rentals LLC
28120 State Highway 410 E, Unit A4
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 Xpress 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 Xpress kitchen.

14.Default.

Renter shall abide by the terms of this Agreement and Buckley Xpress 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 Xpress kitchen Rental Policy & Procedures Handbook may result in loss of privileges or alteration of the Renters rights to this agreement at the decision and discretion of Buckley Xpress kitchen. Failure of the Renter to rectify the violation after notification by Buckley Xpress kitchen, then Buckley Xpress kitchen may declare the Renter's rights terminated with no further notice. Furthermore, Buckley Xpress 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 Xpress kitchen and renter. Renter shall not assign its rights under this Agreement. Buckley Xpress kitchen reserves the right to assign this agreement at any time.

16.Termination.

Notwithstanding any provision in this Agreement, Buckley Xpress kitchen may, in Buckley Xpress kitchen's sole and absolute discretion, terminate this Agreement without further liability by delivering three (3) days prior written notice to Renter.

17.No Waiver.

The failure by Buckley Xpress 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 Xpress 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 Xpress kitchen and Renter.

19.Attorneys' Fees.

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

23. Terms and renewal of contract.

The term of this Contract shall begin on _____ and shall end at midnight on _____. User shall have the option to renew contract with 30 days' notice.

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

Renter shall be using the assigned prep stations _____ and use kitchen shift or time

- 6 AM to 2 PM 2 PM to 10 PM 10 PM to 6 AM Custom time _____ on
- Monday Tuesday Wednesday Thursday
- Friday Saturday Sunday

based on the rental/lease package One time 4 hrs. One time _____ hrs.

- Monthly 6 Months 1 Year

Any additional hours used is payable based on agreed hours with management (Please see rate details in separate rate list).

Rent \$ _____

Storage \$ _____

Other monthly charges

1) Equipment outage \$ _____ (covers up to \$ _____)

Total monthly rent of \$ _____

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 refundable **security deposit in the amount of \$**_____ onetime has been deposited by the renter with Buckley Xpress Kitchen rentals LLC. The security deposit will only be returned to the renter if the kitchen is returned in the same condition as it was received.

Fee Schedule – Please see pricelist attachment

Credit/Debit Authorization Form

I hereby authorize Buckley Xpress Kitchen Rentals to 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 Xpress Kitchen Rentals LLC is notified by me in writing to cancel authorization in such time as to afford Buckley Xpress Kitchen Rentals LLC and THE FINANCIAL INSTITUTION a reasonable opportunity act on it.

Name of Financial Institution: _____

Address of Financial Institution (Branch, City, State) _____

Employee Name _____

Set Amount _____ Max Amount _____

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 _____

These fees may be changed at any time by the Kitchen. User will be given minimum of 30 days' notice for all changes.

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

Buckley Xpress kitchen Rentals LLC

Signed: _____

Name: _____

Title: _____

Date: _____

Renter _____

Signed: _____

Name: _____

Title: _____

Date: _____

Responsible Party or 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: _____