



Rental Agreement for Use of the Kitchens

Full Legal Name of Business Using the Kitchen	Legal Status of User (check one) <input type="checkbox"/> individual/ group <input type="checkbox"/> producer <input type="checkbox"/> caterer <input type="checkbox"/> church <input type="checkbox"/> classroom instructor <input type="checkbox"/> non-profit <input type="checkbox"/> Other
Name of Authorized Representative/Owner	Title
Mailing Address	e-mail
Telephone	Fax

This Kitchen Rental Agreement is between the Kitchen User and Allen Neighborhood Center for use of its shared commercial kitchen facility located in Allen Neighborhood Center. This Agreement is effective upon the date of execution shown below.

Kitchen User and Allen Neighborhood Center (ANC) agree to the following policies with respect to use of the ANC Kitchen:

1. SERVICES & FEES The ANC Kitchens are a shared use facility, and ANC 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. ANC will make its best efforts to create a schedule for use of the Kitchen that accommodates all Users’ reasonable requests. The kitchen is carefully (and manually) scheduled in order to maximize resources and the time of all producers. Late arrivals can throw off the schedule. Please work to arrive at the time scheduled. If you are running late, let the Kitchen Manager know; if your production is taking longer than planned, please check in with the Kitchen Manager to ensure that it will not impact the next producer.
- B. Cancellation of Reserved Time** In order to ensure that maximum kitchen time is available to all clients, reservations may be cancelled at no charge up to two weeks in advance. Unless alternative arrangements have been made, the following fees will apply for cancellations.

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** ANC will provide the User with a clean and sanitary kitchen with a checklist for the User to complete before and after use. All production and packaging of food products must take place within the Kitchen. As this is a shared-kitchen and is frequently booked subsequently, 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 in order for the next user to begin, the cost of such will be billed at a rate of \$25/hour.
- D. Building Access & Security** If access is requested during after-hours periods or at other times when ANC staff is not present, a numerical key code will be issued to regular clients in good standing. All clients are required to notify the 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 numerical key code being deactivated.
- E.** In time of emergency resulting in loss of power, ANC reserves the right to utilize space as needed for the benefit of the general public which may affect access during the scheduled hours in lease agreement.
- F. Startup Fee** A one-time startup fee of \$50 will be charged at the time of the initial reservation.
- G. Payment Terms**
 - 1. Rate Sheet** The fees for various uses of the Kitchen are set out in the Allen Neighborhood Center Rate Sheet. ANC may change the Rate Sheet at any time upon 30 days written notice to User.

2. **Payment Terms** Payment for regular users is due no later than the 10th of the month, with a \$1/day late fee assessed thereafter. Facilities are scheduled in 30 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. Storage fees are set out in the Allen Neighborhood Center Rate Sheet and will be charged on a monthly basis at the beginning of each month, and can be prorated for shorter term. Payment for storage is due on the 10th of each month, with a \$1/day late fee assessed thereafter.
3. A penalty of \$25 will be charged for checks returned for insufficient funds.

H. Kitchen Amenities

1. Maker 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. User may supply personal equipment if preferred. Please discuss all small ware needs with the Kitchen Manager before your first session.
3. Cleaning supplies (paper towels, sanitizer, side towels, dish soap, and floor cleaning supplies) are provided by ANC. Users may supply their own personal use items (aprons, hair restraints, and gloves), or may utilize those provided by ANC.

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 of 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 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 or in the property. Smoking is not allowed in the building or parking lot. It is 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 Kitchen Manager has the right to cancel the appointment of any client who is suspected to be under the influence of alcohol or drugs.*

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 use of the requisite kitchen equipment. Proper training on specialized ANC owned equipment is required **before** first use.

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 may supply their own personal items (aprons, hair restraints, & gloves), or may utilize those provided by ANC.
3. No equipment owned by ANC shall ever leave the premises.
3. Users will strictly follow the Cleaning Guidelines provided by ANC before, during, and after each use of the facility.
4. Users must complete the "Cleaning Check List" before and after each kitchen use, and replace in the designated area.
5. If User fails to leave the facility in the proper condition, User will receive a warning and be responsible to pay the \$25.00 per hour cost of cleaning the facility as determined by ANC. 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 kitchens.

4. **HEALTH AND SAFETY RESPONSIBILITIES** To ensure the safety of all persons associated with the ANC Kitchens facility, 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 Kitchens. All User employees/associates must have registered with the Kitchen Manager and provided contact information in case of emergencies before being authorized to work in the ANC Kitchens. No children under 16 are allowed in the kitchen when any food processing is taking place.

B. Right of Inspection The staff of ANC retains the right to enter and inspect operations at any time during use. The health department of Ingham County as well as the Michigan Department of Agriculture and/or the Food & Drug Administration 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 ANC are strictly subject to the following limitations:
 - A. **Business Services.** All Business Services provided by ANC and/or any officers, staff or other agents of ANC are provided solely for the purpose of assisting User in the operation of its business. ANC 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 ANC and any officers, staff, trustees or the agents of ANC 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 ANC.

- B. Liability.** ANC 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 Kitchens, or sale or distribution of any product which is produced or manufactured on the premises. The Users covenant and agree to indemnify, defend, and hold harmless ANC 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 ANC premises, or any portions thereof, or resulting from the sale, distribution, and use of any product manufactured by the User on ANC premises.

6. MISCELLANEOUS PROVISIONS

- A. Kitchen User Property** User shall promptly remove any personal property from facility after usage if storage is not requested and/or other prior arrangements are not made. If User's property is not promptly removed, ANC may take possession of, remove, and/or discard User's property. User shall be liable to ANC 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 Incubator Kitchens, including recipes, ingredients, and procedures.
- C. Competition** The Incubator Kitchens are a shared use facility. All clients are expected to be mutually supportive. ANC reserves the right to contract with clients who make similar and possibly competing products. If you do not require use of the full kitchen for creating your product, ANC reserves the right to schedule another person during your reserved time. Care will be taken to ensure compatibility, re: products, etc.
- D. No Oral Modification** This agreement shall be modified in writing only, duly signed by User and Director of ANC.
- 7. TERMINATION** This Agreement shall continue from the date of execution unless terminated as provided in this Section. Any financial obligation to ANC shall survive the termination of this Agreement.
- A. Voluntary Termination** This Agreement may be terminated at any time upon mutual agreement of ANC and the User. User may terminate this Agreement at any time upon 14 days written notice to ANC.
- 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 Kitchen Manager. If more than three (3) days pass without any corrective action taken by the User, ANC may, in its sole discretion, terminate this Agreement.
- 8. LICENSING RESTRICTIONS** The food establishment and/or food service licenses issued by the Michigan Department of Agriculture (MDARD) and the Ingham County Health Department (ICHD) (respectively) as a result of visits with the user at ANC expressly license the company/individual named on the license to operate only at ANC/the Incubator Kitchens (unless additional licenses are obtained for other commercial kitchens).
- A. Open Records** Periodically, MDARD and/or ICHD request either a printed log and/or a verbal summary of specific licensee's usage of the kitchens. Complete and full information will be provided immediately by ANC staff.
- B. Breach or Default** Users must operate within the confines of their licenses, and may be reported to MDARD and/or ICHD if evidence exists that they are selling food prepared outside of the users 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. Licensed individuals are encouraged to use a DBA that is different from their licensed business name for Cottage Food Sales.

9. USER PREREQUISITES

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

- Completed Application Form
- Startup Fee Paid
- 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 Allen Neighborhood Center named as "additional insured" on each policy. Users must provide proof of insurance to the Kitchen Manager before User may enter and use the facility.

Copy of MDARD and/or ICHD License

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

Date of First Rental: _____

By: _____
Signature of ANC Representative

Date Signed _____

Legal Name of User:

By: _____
Signature of Authorized User

Date Signed _____

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