

COMMERCIAL KITCHEN RENTAL AGREEMENT - APRIL 30, 2019

Commercial Kitchen Rental Agreement

This Agreement is for the Rental of Space in the The Commercial Kitchen located at 1155 SW Division St, Bend OR 97702 dated this _____day of

_____, _____

Between

_____ of _____.

_____, _____, _____
(The "Customer")

Of the First Part

-AND-

Bend Cookie Company, LLC of 62897 Bilyeu Way, Bend, Oregon 97701
(The "Owner")

Of the Second Part

Background:

A. The Owner is of the opinion that the Customer has the necessary qualifications, licenses, Food Handlers cards, and abilities to provide documentation to the Owner. Liability Insurance is required by all parties working in the kitchen, and needs to have a rider of additional insured for Bend Cookie Company, LLC and NASECO (Landlord) established before use of kitchen.

B. The Customer is agreeable to providing such documentation to the Owner on the terms and conditions of this Agreement. In Consideration of: the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

Services Provided

The Owner hereby agrees to rent said Kitchen to the Customer for an hourly rate, which includes set up and clean up time. The Customer must keep all areas clean, check stock for current dates & rotate. No expired dates allowed on said premises. No Smoking, drugs or Alcohol is allowed on premises.

Term of Agreement

The term of this Agreement will begin on the date of this Agreement and will continue indefinitely until terminated as provided in this Agreement.

In the event that either party wishes to terminate this Agreement, that party will be required to provide a notice period of 1 week.

Except as otherwise provided in this Agreement, the obligations of the Customer will terminate upon the earlier of the Owner ceasing to be engaged by the Customer or the termination of this Agreement by the Customer or Owner.

Performance

The parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Compensation

For the services rendered by the Owner as required by this Agreement, the Customer will pay to the Owner compensation as outlined in the Kitchen Rental Rates.

A refundable security deposit of \$250.00 is required prior to rental of kitchen, while this agreement is in force.

The Owner is entitled to deduct from the Customers Deposit any applicable deductions for non-payment or damage to equipment. Charges for cleaning may include \$25.00 for each used area in Kitchen not left clean at the end of said use. Including, but not limited to the following: Reach-ins, Range, Convection Oven, Dish Washer, Stainless Steel Tables, Surrounding Floors, Storage areas, & Bathrooms. Customer is responsible for loss or damage to said property, equipment, and supplies.

Cancellation

Once you have booked kitchen time you are responsible for paying for those hours and no refund will be given for unused hours. While we understand that things come up, but we have committed those kitchen hours to you and expect follow through on your financial commitment with the Kitchen.

Confidentiality

Confidentiality will end with this Agreement.

Ownership of Materials

All materials developed, produced, or in the process of being so under this Agreement, will be the property of the Customer. The use of the mentioned materials by the Customer will not be restricted in any manner.

The Owner is not responsible for damage to said materials while the Customer is Renting space in said Kitchen. The Owner is also not responsible for injury to said parties while Renting said Kitchen or any other party.

The Customer is responsible for providing their own cooking supplies, cookware, utensils, storage racks, & cleaning materials, except as provided by the Owner.

Return of Property

Upon the expiry or termination of this Agreement, the Owner will return to Customer any property, documentation, records, or confidential information which is the property of the Customer.

Assignment

The Customer will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Owner.

Capacity/Independent Contractor

It is expressly agreed that the Customer is acting as an independent contractor and not as an employee in providing the Services under this Agreement. The Customer and the Owner acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service.

Modification of Agreement

Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

Notice

All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the parties of this Agreement as follows:

a. _____,
_____, _____,
_____, _____

b. Bend Cookie Company, LLC
62897 Bilyeu Way, Bend Oregon 97701
Cell Phone Number: 541-977-8877
Email: sean@bendkitchen.com

Or to such address as to which any Party may from time to time notify the other.

Costs and Legal Expenses

In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

Time of the Essence

Time of this essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Entire Agreement

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Limitation of Liability

It is understood and agreed that the Owner will have no liability to the Customer or any other party for loss or damage (whether direct, indirect, or consequential) which may arise from the Rental of said Kitchen.

The Customer is liable for loss or damage to equipment, personnel and property while under this agreement.

Identification

The Customer will indemnify and hold the Owner harmless from any claims against the Owner by any other party, arising directly or indirectly out of the Rental of said Kitchen.

Enurement

This Agreement will enure to the benefit of and be binding on the parties and their respective heirs, executors, administrators, successors and permitted assigns.

Currency

Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in United States dollars.

Titles/Headings

Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement.

Gender

Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Oregon, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Dispute Resolution

In the event an dispute arises out of or in connection with this Agreement the parties will attempt to resolve the dispute through friendly consultation.

If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the Sate of Oregon. The arbitrator's award will be final, and the judgment may be entered upon it by any court having jurisdiction within the State of Oregon.

Severability

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

In Witness Whereof the parties have duly executed this Kitchen Rental Agreement this

_____ day of _____, _____

_____(Customer)

Signed : _____

Signed : _____

Bend Cookie Company, LLC

Signed : _____

Signed : _____

