

# KITCHEN RENTAL AGREEMENT

## Kitchen Rental Agreement

This agreement, made this day of , 201 , by and between The Kitchen Pantry,  
(hereinafter called landlord) and (hereinafter called tenant).

The landlord and tenant agree that:

1. The landlord has this day agreed to allow tenant use of the commercial kitchen located at and described as: The Kitchen Pantry, 619 Main St. in Cañon City, CO, County of Fremont. The term of this agreement shall be from 12:00 noon on \_\_\_\_\_ until 12:00 noon on\_\_\_\_\_.
2. Tenant and Landlord agree to a reevaluation of terms on a semiannual basis to be scheduled for \_\_\_\_\_ and\_\_\_\_\_. Any amendments to this agreement can be made only during reevaluation.
3. A. Tenant will give 30 days written notice before the end of the agreement period of intent to renew agreement for said premises or vacate upon termination of the agreement.  
A. If this agreement has no specific term (month to month only) either party will give 30 day's written notice before end of any rental month before terminating the agreement.
4. The Tenant shall pay Landlord either  
A. An hourly rate of \$10 for infrequent users of the kitchen. Payable at the end of each time of use. An extra charge of \$25 will apply for cleaning if necessary.  
B. A flat rate of \$200 per month for reasonable, unlimited time on the monthly schedule. This shall be monitored based on how many are using the kitchen. If the traffic increases for the use of the kitchen this fee will be reconsidered. This fee is on a month by month basis at the discretion of the manager.
- C. Rents are to be delivered to 619 Main St. by the first of each month or mailed to same. All payments should be made payable to The Kitchen Pantry. Any monthly rent not received by Landlord on or before the first shall be delinquent and all privileges of this contract are null and void. If arrangements have been made in advance, there will be a late charge of 10% of the gross monthly rent for any amounts received after 9:00 AM on the 2nd calendar day of the month, or postmarked after the first calendar day of the month. Payments will be applied to outstanding balances first, this includes, but is not limited to, and past due rent, utilities, then current rent, and the remainder will be applied to late fees and fines. If the rent due/delinquent date falls on a weekend or holiday, it is the Tenant's responsibility to make sure rents are still paid on time. A charge of \$30.00 may be

applied to cover extra costs of handling a returned check. Following the return of any check for any reason, thereafter the Tenant shall make all payments under the agreement with a certified check or money order only.

5. Tenant and Landlord agree that the following utilities are included in the monthly or hourly rate:

Electricity, Natural Gas, Water/Sewer, and Trash Removal Service.

6. Tenant and Landlord agree that the following basic kitchen supplies will be provided as part of the month or hourly rate: Paper towels, Toilet Paper, Bleach/Sanitizer, Dish Soap, Hand Soap, Baking Pan Liners, Surface Cleaners (Soft Scrub, Windex), Scrub Sponges, Mop, Mop Bucket, Broom, Dust Pan, and Ice Melt (when applicable).

7. Tenant and Landlord agree that use of the following equipment and the applicable usage tax is included in the monthly rate: Walk-In Refrigerator (1 shelf), Freezer (1 shelf), and Dry Storage. Refrigerator and Freezer may be used during time of hourly rental for hourly tenants.

8. Tenant and Landlord agree that a dry storage area of approximately 2'x 4' will be included in the monthly or hourly rate.

9. Tenants paying a monthly flat rate fee (\$200) for usage acknowledge that their usage cannot exceed a reasonable amount of hours to be determined by the number of people needing to use the kitchens. An over usage fee of \$6.00 per hour will be assessed should the demand of the kitchens make it necessary to limit the number of hours by any one user.

10. Tenants paying a monthly flat rate fee for usage are entitled to their choice of available prime usage hours. Prime usage hours are defined as any time between 6:00 AM to 10:00 PM. Off hours may be scheduled in advance. Tenant and Landlord will refer to the attached Reserved Kitchen Time form in order to establish a kitchen schedule. Reserved Kitchen Time is allocated based on seniority. Tenant understands that his/her Reserved Kitchen Time will be evaluated quarterly, and acknowledges that in order to keep his/her Reserved Kitchen Time he/she must show consistent usage of that time.

11. As a future plan, if necessary, the monthly tenant needing access at off hours will be provided a key or a code to the exterior lockbox in order to gain access to the kitchen.

12. Tenant agrees to sign in and sign out on the provided Kitchen Usage Log each time kitchen access is gained.

13. Tenant is responsible for maintaining his/her License to Operate a Retail Food Establishment and any other licenses applicable to his/her business.

14. Tenant must provide to Landlord a current copy of his/her Business Insurance naming The Kitchen Pantry and Gloria Stultz named insured on the policy.

15. The tenant shall:

A. Maintain the cleanliness of the kitchen as outlined in the attached Kitchen Chores and Basic Kitchen Upkeep documents.

B. Make no alterations, installations, repairs or redecoration (including painting) of any kind to the premises without first obtaining written permission from the landlord.

- C. Pay for any damage to the leased premises caused by an act of the tenant or any members of the tenant's family, guest(s), customer(s), and/or employee(s).
  - D. Be responsible for liability, theft, and accident pertaining to the kitchen usage, unless caused by landlord's negligence.
  - E. Abide by governmental laws and regulations regarding care and occupancy of the premises.
  - F. Give prompt notice to landlord or manage of any maintenance required.
16. The landlord shall be responsible for the following maintenance duties during the term of this agreement except to the extent that any such item is made necessary by the acts of the tenant, tenant's family, guest(s), customer(s), and/or employee(s):
- A. Repairs to the interior of the premises including the named equipment.
  - B. Coordination of kitchen schedule, and general kitchen operations.
17. If the building is destroyed and made untenable by fire or other causes, the landlord or tenant shall have the right to terminate the lease, and landlord shall return the unused portion of any pre-paid rent. Nothing herein shall be construed so as to compel the landlord to rebuild the premises in case of destruction.
18. All notices to quit and evictions shall be issued in strict adherence to the laws of Colorado. A \$30.00 charge will be assessed for posting the property due to any violation of agreement.
19. In the event of any legal action concerning this lease, the losing party shall pay to the prevailing party reasonable attorney's fees and court costs to be fixed by the court wherein such judgments shall be entered.
20. If tenant abandons the premises or, upon legal termination of agreement, has his/her personal effects remaining upon the premises, said belongings become the property of the landlord, to be disposed of as (s) he so chooses. At that time, landlord may, if (s) he chooses, change the locks on the premises and may deny the tenant all further access thereto.
21. Additional Provisions:

Landlord: Tenant(s):

Date\_\_\_\_\_

