

## Commissary Kitchen Rental Agreement

Welcome to the Edible Education kitchens and congratulations on growing your business. Twelve years ago, Edible Education started out here as a rental client and now we are delighted to share our space and resources with you. As per Virginia law, food service purveyors, caterers and food service providers all require a commercial kitchen work space. We work closely with the Chesterfield County health department and can advise you on your relations with Richmond and Henrico Counties.

Client/Company \_\_\_\_\_

Primary Contact \_\_\_\_\_

Cell \_\_\_\_\_ Other phone \_\_\_\_\_

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

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

Secondary Contact \_\_\_\_\_

Cell \_\_\_\_\_

Who will be the primary on site contact? \_\_\_\_\_

Emergency Contact \_\_\_\_\_ Cell \_\_\_\_\_

Email \_\_\_\_\_

Security Information: Driver's License - copy to accompany this application

**I hereby consent to the following:**

\_\_\_\_ Authorization for Criminal Background Check

\_\_\_\_ Authorization for Professional Reference Check

**I understand that the following will be provided prior to kitchen usage**

- Signed copy of Edible Education Rental Agreement
- VHD Permit to Operate a Food Service Establishment - for caterers, food trucks, meal prep, personal chefs and food product sales
- VDACS Initial Inspection Report - for bakers and specialty food producers
- Copy of ABC license for in house events if applicable
- Initial Refundable Deposit Fee of \$200 payable to Edible Education plus 3 months rent
- Proof of business insurance-Certificate Holder as Edible Education
- All fees associated with agreed upon services and usage

**Start Date** \_\_\_\_\_

**Agreement Length: Minimum of 3 months**

**Application Completed - Date** \_\_\_\_\_

**Rental Options:**

**Rates:**

\$150 (0 - 20 hours a month)

\$350 (21-50 hours a month)

\$700 (51+ hours a month)

Dry Storage Locker: \$35 per month - this is an optional resource

Refrigeration: \$100 per month - this is an optional resource

\_\_\_\_\_(company name) will be renting the following services:  
\_\_\_\_\_

## **Renter's Policy**

Edible Education is happy to help provide you with your kitchen needs. Before using the kitchens, please contact our office at 804.218.7903 or at info@edibleedu.com to reserve your requested time. We have many renters and school activities and want to be courteous to all.

**Kitchen 1:** Front kitchen, 3 stainless steel prep tables, 2 stove tops, 3 ovens, and 1 sink.

**Kitchen 2:** Back kitchen, 2 stainless table tops, 2 ovens, 1 stove top, and 1 sink.

Both kitchens are stocked with hand soap, dishwashing soap, sponges, paper towels and garbage cans with bags. Each kitchen has a Commissary Cabinet that is stocked with replacement items.

**Rates:** The part time rate is \$150 and covers 0 - 20 hours. Second tier part time rate is \$350, and covers 21-50 hours. The monthly unlimited rate is \$700 and covers 51+.

**Security Deposit and Damages:** An initial, refundable security deposit of \$200 is made at the time of the agreement. The deposit will be refunded within 30 days of vacating the kitchen if the property is left in the condition it was received upon your last usage, minus any claims for equipment damage or loss, damages to our facility, or cleaning or past due rent.

**Kitchen Usage:** You are renting one kitchen unless otherwise agreed upon. Kitchen usage includes the ovens, stove tops, prep space, microwaves and sinks. Paper towels, hand soap, bacterial spray, and dish washing soap are also included. Paper towels are for in house use only - yup, people think they can take the supplies off site.

With each use, food preparers must clean countertops with hot water and soap and finish with a sanitation spray, take out trash, sweep and mop floors. Garbage is to be removed to the dumpsters located out the back door and past the mailboxes. There is a grease trap outside for grease. NO GREASE is to be disposed of in any of the Edible Education sinks. NO FRYING or OPEN FLAME cooking may be done in the Edible Education kitchens.

\_\_\_\_\_ **Initial**

Use of the 3 compartment sink is available in the back storage kitchen.

The back storage kitchen is the storage space of Edible Education and all equipment, food and supplies are the property of Edible Education and not to be used by rental guests. Dishwashing soap, paper towels and the 3 compartment sink and drying space can be used as part of the rental agreement.

**Dry Storage and Refrigeration usage:** Dry storage lockers are available for \$35 per month. Dry goods in the lockers are to be secured and stored according to Servsafe best practices. A lock and one set of keys will be provided with rental.

When you reserve a kitchen, you are allowed usage of the main refrigeration for your items while in the kitchen. A separate refrigerator may be rented on a monthly basis for long term cold storage. You will be provided with a lock and key for all units. All refrigerators and freezers are supplied with thermometers. Foods in the refrigerators must be stored according to Servsafe best practices. Please be courteous and throw away all spoiled foods or you may be charged if we have to do this.

**Scheduling:** The kitchens are rented on a first come, first serve basis. An electronic calendar will be shared with you with the rentals posted. Please provide as much lead time prior to kitchen use. If you must cancel, please notify the office at least 48 hours prior to the canceled date or you may be charged for the rental time. **Summer hours: Kitchen is NOT available June-August, Monday-Friday from 8am-6pm**

**Insurance and Liability:** Liability insurance is required of all renters. The insurance, at renter's sole expense, provides and maintains public liability and personal property damage insurance, naming Edible Education as the additional insured of said policy. The insurance required shall have a single limit liability of not less than \$1 million and general aggregate liability of not less than \$2 million. The insurance must provide and maintain public liability and personal property damage insuring Edible Education and its employees, contractors and contracted vendors against all bodily injury, property damage, personal injury or any other loss arising out of renter's use and occupancy of the premises, including appurtenances to the premises and sidewalks.

Copies of the insurance policy must be provided at time of signing agreement.

Renter agrees to indemnify, defend, and hold Edible Education, its landlord, building owners, officers, employees, and agents harmless of and from any liabilities ,costs, \_\_\_\_\_ **initials**

penalties, or expenses arising out of and/or resulting from the rental and use of the premises, including but not limited to, the personal guarantee of provision, service and dispensing of payment by renter, its employees, and agents.

In the event that Edible Education, its landlord, building owners, officers, employees and /or agents are required to file any action in court in order to enforce any provisions of this agreement, renter agrees to pay Edible Education LLC its officers, landlord, building owners, employees and /or agents, all reasonable attorney fees, court fees, and costs of suit incurred by Edible Education including all collection expenses and interest due.

**Subletting is not allowed.**

**Groupon or any other marketing deals** are not allowed to be run with pick up from outside customers at Edible Education.

**Security:** Edible Education monitors the use of the kitchens at all hours. You are responsible for keeping your kitchen code private. After hours renters will be required to arm and disarm the alarm system. Only the person(s) on this contract may have access to your unique kitchen code. You will be provided with a front door key access code from a lock box. The key must remain in the box after the door has been opened. Do not lock the door from the inside and leave the key inside.

Back door must be securely closed if not loading or unloading products.

**Health Department Regulations:** Before beginning production of your food items, you must contact the Chesterfield County Health Department to set up an initial inspection. Each renter is inspected and awarded a health department certificate upon proper review of the authorities. Please inform Edible Education of your inspections 2 days before your arranged inspections.

Payment of 3 months minimum rent of \$375 must be paid at the time of signing rental agreement to provide proof of intent to rent a commercial space. After three months, the tenant will be billed a minimum of \$125 per month, plus any extra optional resources spelled out in the agreement. The authorities at the Chesterfield Health Department will be notified if rent has not been paid within 15 days after the first of the month and/or if the client never uses the kitchen premises.

\_\_\_\_\_ **initials**

In accordance with Chesterfield Health Department, hair must be covered or tied back and no sandals or open toed shoes are to be worn in the kitchen.

**Cleaning and Sanitation:** Washing down counters, cleaning dishes, trash and equipment removal must be done after each kitchen usage. Edible Education provides

sponges, paper towels, sanitation spray, garbage bags, sanitizing tabs and testing strips, hand soap and dish soap. It is recommended that you wipe down your prep space prior to cooking, prepping and kitchen usage. Edible Education is not responsible for any cross contamination.

Failure to: take out garbage, clean sink/drain/faucet, food splatters on walls, clean counters, remove cardboard boxes, or sweep floors will result in a \$10 charge. Failure to mop the floor, clean a spill in an oven or multi use refrigerator will result in a \$25 charge. There will be an initial warning the first time with written notice, and a financial penalty may result any time there afterwards. Any charges will be applied to the next month's rent or taken out of the refundable deposit. .

**Noise:** Renter acknowledges that the premises are located near residential units and other tenants and therefore agrees to control the noise level, such that it does not disturb neighboring occupants. In the event that renter creates a disturbance due to high noise volume, renter shall immediately reduce the volume. Please use headphones and courtesy.

**Conduct:** There is no drug usage or smoking on premises or within 25 feet of the building. Renter and guests shall use the premises in a considerate manner at all times. Conduct deemed disorderly at the sole discretion of Edible Education shall be grounds for immediate expulsion from the premises and conclusion of the rental period.

**Payment** Renter will pay upon initial contract:

- \$200 refundable deposit
- \$450 rental fee - which is the minimum amount of rent for 3 months
- \$ 100 refrigeration fee if desired
- \$ 35 dry storage fee if desired

***Applicant Signature:*** \_\_\_\_\_

***Kitchen Manager Signature:*** \_\_\_\_\_