



## Certified Kitchens Rental Contract

This contract is between Certified Kitchens, herein "CK", a division of Banis Restaurant Design, Inc., located at 2428 Shattuck Ave., Berkeley, CA 94704 and the kitchen renter. The contract will set forth terms and conditions for the use of our kitchen rental facility.

### A. Conditions

1. This contract is for the sole purpose of renting the "CK" to prepare foods by the kitchen renter, who has pre-paid hours purchased from management. There will be multiple kitchen renters at one time and a custom calendar will assign the kitchens for use, with security access codes to enter the CK facility. All kitchen rentals will be rented out by the hour and prepaid hours are purchased from management. Minimum rent is \$500 per month. Rental hours are not transferable.
2. The kitchens will be monitored by surveillance cameras to assure access to the designated kitchen areas. CK will have three Gluten-Free kitchens, and ABSOLUTELY no products with Gluten are allowed in these kitchens, areas will be marked clearly. All six kitchen rentals will be supporting Organic & Sustainable foods. Non GMO (genetically modified organisms) foods cannot enter any of the six kitchen rentals.
3. Kitchen Renter must pay a **security deposit of \$500** upon executing this contract. Security Deposit and unused hours will be refunded after no more rental hours are purchased within 90 days of the CK facility on the website and left in good, clean condition, with no equipment losses or repairs.
4. All permits and licenses must be transferred from CK prior to the security deposit refund.
5. CK tenant must produce and package only in the CK facility.
6. CK is NOT responsible for any products left and stored at CK facility. If you choose to leave any supplies or food products the renter is responsible for their own storage in the CK facility. Any spoilage of food products will be discarded by CK.
7. Kitchen renters are responsible to clean up after they are finished using CK facility & cleaning supplies will be supplied by CK. Clean up includes ALL areas used by renters ie. Prep, sink, & cooking areas. The clean up time is included in the hours purchased.
8. CK promotes the safety of all use of appliances & good safe practices of handling all foods. All renters must comply with all health, safety, sanitation guidelines, good manufacturing practices and fire regulations that CK or the FDA or the City of Berkeley, CA Health Department may oversee at anytime.
9. CK is NOT responsible to pay for any medical assistance as a result of an injury at CK facility.

10. Every Kitchen Renter MUST provide a copy of its business license, health permit & liability insurance & verification of worker's compensation if kitchen renter has employees. CK must be added as additional insured on insurance policies in order to hold CK harmless in case of any claim.
11. Kitchen Renter must indemnify and hold Certified Kitchens harmless from any damage or loss from the unforeseeable act of vandalism, rodents, pests, theft or kitchen renter's negligence or the interruption of utilities, or equipment failure; fire, flood or another catastrophe. CK or Kitchen Renters are not liable to one another for delay in due dates of product because any of the above or acts of God ie. Earthquake, flood fire, civil disorder, labor dispute, accidents etc.
12. Kitchen Renters shall have written commercial insurance liability limits of not less than two million dollars (\$2,000,000) each occurrence, combined single limits for bodily injury & damage. One million dollars (\$1,000,000) total for products, and \$2,000,000 general aggregate.
13. Renter is to immediately correct & keep all health department violations and maintain compliance therewith current & updated. Failure to do so is grounds for termination.
14. Kitchen Renters may ONLY bring their special equipment into the CK facility with prior approval from a CK officer.
15. CK facility will provide some sheet pans, bowls, & cooking utensils. Please DO NOT take CK kitchen property out of the facility or there will be a fee assessed for LOST kitchen equipment. Stainless steel roll carts will be provided to transfer product from renter's vehicle down hallway corridor to Certified Kitchens.

EXECUTION OF CONTRACT on this DATE: \_\_\_\_\_, 20\_\_\_\_\_

Signature of Certified Kitchens Renter:

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Signature of Certified Kitchens Management:

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TERMINATION OF CONTRACT on this DATE: \_\_\_\_\_, 20\_\_\_\_\_

Signature of Certified Kitchens Management:

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PLEASE SEND SIGNED CONTACT & \$500.00 SECURITY DEPOSIT (PAYABLE TO CERTIFIED KITCHENS) TO: P.O. BOX 5542 WALNUT CREEK, CA 94596