**Wages Brewing Company’s**

**Kitchen Rental Program**

Commercial Kitchen Rental Agreement Contract & Terms

Organization/DBA:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Responsible Party: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_State: \_\_\_\_\_\_\_\_\_\_\_\_ Zip: \_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Pricing**

All pricing subject to change with a minimum 30 day notice.

For Profit: $15/hour or $70/day, whichever is less

Non-Profits\*\*: $10/hour or $50/day, whichever is less

 \*\* proof of non-profit status must be presented to obtain these rates

Insulated Food Box: $10/day (must be returned to kitchen within 24 hours)

If you need storage space for equipment and/or food, that shall be discussed and agreed upon.

**Terms**

The term of this agreement shall be for the dates and times as agreed to by both parties. The renter shall pay to Wages Brewing Company the rental amount of $\_\_\_\_\_\_\_\_\_\_\_\_, which shall be paid by cash, check, credit/debit card, Venmo (to @WagesBrewCo), or PayPal to phil@wagesbrewco.com within 7 days of each date the space is used by the renter. This rental amount includes basic kitchen rental, utilities, and equipment usage. If payment issues occur, Wages Brewing Company reserves the right to cancel this agreement.

• The kitchen is a shared use facility, equipped with commercial food preparation equipment. The Wages Brewing Company shall maintain the kitchen in a sanitary and orderly state and ensure that all equipment available to the renter operates to all applicable health and safety standards. It is the renter’s responsibility to furnish all small wares needed for their food process. When processing is completed for the day, it is the renter’s responsibility to ensure that the kitchen is left in a sanitary and orderly state.

• There is a ZERO TOLERANCE policy regarding signed commissary agreements with our kitchen. If a renter is found to be cooking from home or in any other kitchen while claiming to any entity to be working from the Wages Brewing Company kitchen, they will immediately be banned from further kitchen use and any health department that holds a signed commissary agreement from us will be notified. No refunds will be given.

• The renter must arrange for the Howell County Health Department (417-256-7078) to inspect their equipment and space BEFORE utilizing the kitchen.

• The renter shall furnish their own food and spices as well as any equipment necessary for their process that is not already provided by the kitchen. When processing is completed for the day, renter must remove their equipment from the kitchen or store it in an agreed upon storage space in the kitchen. All stored items must be properly washed and sanitized.

• Renter shall procure and maintain the appropriate food handling licensing from the Howell County Health Department (417-256-7078) and/or the State of Missouri. A copy of the license must be provided to Wages Brewing Company prior to your first rental date. The renter shall be solely responsible for any fines or fees levied by Howell County Health Department, or the State of Missouri related to their activities in the kitchen.

• Renter shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with the renter’s use or occupancy of the kitchen.

• Renter is solely responsible for supervising all individuals in the kitchen during your rental time related to your rental time. Wages Brewing Company reserves the right to evict individuals from the facility at any time if their conduct is deemed to be destructive or detrimental in any way.

• Under no circumstances shall the renter allow any other organization or individual to use the kitchen for the period which the renter has contracted.

• A refundable cleaning deposit in the amount of $50 must be deposited by the renter with Wages Brewing Company. The deposit will only be returned to the renter if the kitchen is returned in the same condition as it was received. The kitchen must be clean and have trash removed after each day’s use, before any/all portion of the security deposit will be returned. If damages are made to the property and the repair costs exceed the paid deposit, Wages Brewing Company reserves the right to charge the additional expenses to the renter in the amount of $20 per hour if the $50 deposit is exceeded.

• Renter agrees to abide by the following rules, and agrees that upon violation of said rules, Wages Brewing Company has the option to terminate this rental and demand that tenant vacate the premises.

 1. No furniture or equipment shall be removed from the premises unless it has been rented or otherwise agreed upon in advance.

 2. Renter shall not admit a larger number of individuals that can lawfully, safely, and freely move about the facility.

 3. Smoking is not permitted in the facility.

 4. Drugs and alcohol are not permitted in the facility.

 5. Animals are not permitted in the facility.

 6. All trash in and about the facility must be removed daily and placed in trash receptacles located outside the building.

 7. If you are storing products or ingredients for products in the facility, you must check your stock for current dates. NO EXPIRED DATES allowed on premises.

 8. Rental time begins at the scheduled start time and ends at the scheduled stop time. All set up and clean up must be completed within this time frame. You must be vacated from the rental space by the scheduled end time.

 9. In the event of CDC recommending it, we reserve the right to require masks OR status showing vaccination of all individuals using the kitchen. Wages Brewing Company will notify the renter if this becomes a requirement.

**Indemnification and Liability**

Renters shall indemnify, defend, and hold harmless Wages Brewing Company & Pomona Investment Group from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injury to any person or persons or damage to property arising out of or in any way connected with renter’s use of occupancy of the kitchen.

Signature of Responsible Party \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_

Credit/Debit Card No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name on Card \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Exp. Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Sec. \_\_\_\_\_\_\_\_\_ Billing Zip \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Authorized Wages Brewing Manager\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_