



# Commercial Kitchen Rental Agreement Contract & Terms

*Achieve Your Dreams!*

## Business Information

Name \_\_\_\_\_ of \_\_\_\_\_ Organization \_\_\_\_\_ / \_\_\_\_\_ DBA: \_\_\_\_\_  
\_\_\_\_\_ Responsible Party /

Contact Person: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Zip: \_\_\_\_\_ Email: \_\_\_\_\_ Phone: \_\_\_\_\_

\_\_\_\_\_ EIN: \_\_\_\_\_ State ID/Driver's

License: \_\_\_\_\_

### Type of Activity (Check One):

- |  |  |
|--|--|
| <input type="checkbox"/> Caterer/Personal Chef _____   | <input type="checkbox"/> _____ product)                                    |
| <input type="checkbox"/> Food Truck / Food Trailer / Cart _____  | <input type="checkbox"/> Specialty Food Producer<br>(Refrigerated Product) |
| <input type="checkbox"/> Baked Goods   | <input type="checkbox"/> Herbal products for<br>human consumption          |
| <input type="checkbox"/> Farmer, Adding Value to<br>produce (bagged vegetables,<br>apple slices, etc). | <input type="checkbox"/> Herbal products<br>for topical use                |
| <input type="checkbox"/> Specialty Food<br>Producer (Frozen)   | <input type="checkbox"/> Dried products                                    |
| <input type="checkbox"/> Specialty Food<br>Producer (Canned/Jarred)                                    | <input type="checkbox"/> Other (Please describe):<br>_____                 |

**Do any of the renter's products require a Scheduled Process? (Acidified foods such as pickles, relishes, chutneys, dressings, etc.)**

- Yes  
 No  
 Don't Know

*Items that require a scheduled process will need to be inspected by the Marion County Health Department. The Health Department will inspect the process by which the renter's products are canned/jarred etc. and this will need to be scheduled in advance. This is a one-time inspection of the renter's process.*

## Will you be offering pickup or delivery services?

- Yes  
 No  
 Undecided

*Vendors are responsible for their delivery service app and POS system. Vendors cannot advertise the shared kitchen address. The address is to be sent to the customer for pickup only. Customers are not allowed in the building of the cooking station. Food must be delivered to customers' vehicles when at the location.*

The Cooking Station Indy | 1

## Rental & Pricing\* Details

### **Chefs & Cooks**

The Cooking Station Indy members rent by stations within the kitchen space between stations 1,2, & 3. Annual application fee \$125.00. No rollover unused hours. Prices subject to change.

- \$189.00/month for 7 hours
- Additional time: \$27/hour

*All vendors of The Cooking Station Indy will be billed \$189.00 monthly, which includes 7 hours per month for kitchen use, you will use it or lose it. Any additional hours used after the 7 monthly hours of scheduled time will be billed \$27 an hour each month.*

### **Food Truck & Food Trailer Vendor Association**

*Food truck vendors needing a kitchen for prep work and an association for a Health Certificate are welcome to join The Cooking Station Indy. A separate agreement stating the renter's affiliation may be provided upon request. No rollover unused hours*

- \$275 annual fee \$154.00/month, includes 7 hours kitchen use fees

### **Special Use:**

**Station #4 Reservation Pricing: *Private Station #4 Use: \$50/hr flat rate***

- One-time users: Non-refundable \$275
- Refundable clean-up fee/security deposit: \$300
- Hourly rate: \$50/hour (minimum 12 hours)

### **Kitchen Access Includes:**

- Cooking Station #4
- Baking Stations
- Prep Stations
- Fryer Station (vendors supply oil)
- Refrigeration

### **Additional Information:**

- 50% down payment required
- Prices are subject to change
- Must have appropriate licenses and insurance
- For pre-approved vendors only - contact Tonia for more info: [wdyson@cookingstationindy.com](mailto:wdyson@cookingstationindy.com)
- Monthly hours do not apply towards using this station.

## **Available to rent at additional cost: Dry Storage & Freezer/ Refrigerator**

- *Monthly dry storage - \$20/month per shelf*
- *Monthly refrigerator/freezer storage - \$25/month per shelf*
- *Catering equipment*

*2 Are you interested in renting any add-ons? (select all that apply, more information will be provided later) \_\_\_\_\_ Dry Storage (shelf)*

*\_\_\_\_\_ Refrigerator/Freezer Storage (shelf)*

*\_\_\_\_\_ Catering Equipment*

*\_\_\_\_\_ Private Station*

### *Station Details*

*There are multiple stations indicated for online booking. All vendors must use the reserved station booked between stations 1-3. No refunds, use it or lose it. You may move scheduled dates within the month of service booking cancellation within 48 hrs. View more information about each station and what's included on our website! Call to book station #4 to schedule for events. (317)377-4142.*

**[www.thecookingstationindy.com](http://www.thecookingstationindy.com)**

### *Eligibility requirements*

#### *User Requirements:*

- *Provide a copy of general liability/product liability insurance with The Cooking Station named as additional insured.*

#### *Information for renter's liability insurance policy:*

- *The Cooking Station Indy, 8329 N. Michigan Rd, Indianapolis, IN 46260*
- *Capital Insurance, 6330 E. 75th St. Suite 200, Indianapolis, IN 46250 /reference only*
- *Liability insurance policies should have coverage for \$1,000,000.*
- *Provide a copy of the food manager certification.*
- *Certification information can be found here: [myfoodservicelicense.com](http://myfoodservicelicense.com)*

*Invoices are due no later than the 5th of each month to avoid an additional \$25 late fee. Past due invoices may cause key fob deactivation and notifying the health dept, if past 7th day. We are a community driven kitchen. Let's respect each other and clean our stations.*

*Annual Application Fee: Food vendors \$125, due at the time of application and annually to renew. Food Trucks & Trailers \$275.00*

*Fees and membership are paid through the Food Corridor.*

## Terms & Conditions

The terms of this agreement shall be for the dates and times requested in the attached application. The renter shall pay to The Cooking Station Indy rental amount of \$\_\_\_\_\_, which is due before kitchen use each month, additional hours exceeding allotted monthly use will be billed at time of booking and charged to a credit card on file for the duration of this agreement. This rental amount includes basic kitchen rental, utilities, and equipment usage. If the credit card being charged is declined for any reason, the renter will be notified immediately, and a \$25 charge will be assessed and possibly sent to collections for non-payment. Access to the kitchen will be restricted until a working credit card has been supplied and payment made. After 48 hours, any reserved kitchen time may be canceled if no alternate payment method is supplied, late fees will be applied. Key fob will be deactivated to prevent fees if the card is declined.

3 a. The Cooking Station Indy address cannot be used for any advertisement for a renter's business or mailing. The Cooking Station Indy is used for certification to the Marion County Health Dept. only.

b. The kitchen is a shared-use facility, equipped with commercial stoves, ovens, mixers, sinks, refrigerators, meat slicers, tables, dry and cold storage, and other food preparation

equipment. The Cooking Station Indy shall maintain sanitary and in an orderly state. Let's ensure that all equipment available to the renter operates to all applicable health and safety standards. Th This is your business, please operate in the facility with ethical standards, we are feeding the public.

c. The renter shall procure and maintain the appropriate food service licensing from the Marion County Health Department and/or the State of Indiana. A copy of the license must be provided to The Cooking Station Indy before the renter's first rental date. The renter shall be solely responsible for any fines or fees levied by the Marion County Health Department or the State of Indiana related to their activities in the kitchen.

d. The renter is responsible for furnishing all small wares needed for their food processing. The renter shall furnish their food, spices, bowls, utensils, towels, pots, and pans necessary for their process. Be respectful of others with music and the volume of your music.

e. When processing is completed with its cooking/preparing session, the renter must remove its equipment from the kitchen or store it in a rented storage space in the kitchen. All stored items must be properly washed and sanitized. It is also the renter's responsibility to ensure that the kitchen is left in a clean, sanitary, and orderly state at the end of the rental period or each session.

f. 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 be an entity working from The Cooking Station Indy, such false renter will immediately be banned from further kitchen use and any health department that holds a signed

a commissary agreement from us will be notified. No refunds will be given for payments premade to The Cooking Station Indy.

g. Renter shall report to [Wantonia Dyson] regarding 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.

h. The renter is solely responsible for supervising all individuals in the kitchen during its rental time and related to its rented time in the kitchen. The Cooking Station Indy reserves the right to

evict individuals from the facility, at its sole discretion, 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 any amount of time that the renter has contracted.
- The kitchen must be clean and have trash removed by the renter. Uncleaned stations first offense \$50 fine, second offense \$100, This offense removal from the kitchen. The goal is to clean your stations. If damage is done to the property any repair is your responsibility/ The Cooking Station Indy reserves the right to charge the additional expenses to the renter's credit/debit card on file.
- The kitchen may be accessed via keyless entry and a code will be provided to the renter. The first keyfob given to the renter is free of charge. If the renter loses the first or any replacement keyfob, the renter must pay \$25 for replacement.
- Pickup service is for allocated hours in the kitchen only and the vendor must be present. Customers are not allowed in the kitchen. Vendors can allow curbside pickup at the location. The Cooking Station Indy is not responsible for the renter's food orders using the pickup and delivery method.
- Renter agrees to abide by the following rules and agrees that upon violation of said rules, The Cooking Station Indy has the option to terminate this rental and demand that the tenant vacate the premises.
  1. No furniture or equipment shall be removed from the premises unless it has been rented. 2. Renter shall not admit a larger number of individuals than 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. No medications shall be permitted on-premises. Medicine needed by renters must be taken before or after being on the property.
  6. Animals are not permitted in the facility. If the renter needs a certified service animal (not an emotional support animal), the renter needs to arrange for such accommodation with The Cooking Indy in advance of allowing access to said animal on the property.
  7. All trash when full in and about the facility must be removed daily and placed in trash receptacles located outside the building.
  8. If the renter stores products or ingredients for products in the facility, the renter must check its stock for current dates. NO EXPIRED food or products are allowed on the premises.
  9. 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. The renter must vacate the rental space by the scheduled end time of a cooking session.
  10. The last person in the kitchen shall turn off the lights.
  11. Renters shall provide their lock for storage.

12. No more than 4 workers may be in the workspace at the renter's scheduled time. Termination for Convenience

Member agreement termination after 12 months, renewal month February, with written notice. Seasonal (meaning farmers market vendor) agreements may be terminated by providing written notice no less than 20 days before the end month. There are no refunds. All VENDORS have 7 days to remove their belongings from the kitchen after terminating any agreement. Fees will be charged each day items are left.

*Indemnification and Liability*

Renters shall indemnify, defend, and hold harmless The Cooking Station Indy from any 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.

*Assignment*

Neither party may assign its rights or obligations hereunder, except that The Cooking Station Indy may assign its rights and obligations hereunder to any entity to which it sells all or a substantial part of its assets or businesses.

*Governing Law; Jurisdiction*

This agreement and all matters concerning its interpretation, performance, or enforcement will be governed following the laws of the State of Indiana.

Any and all items not mentioned on the form should be discussed with Wantonia Dyson for authorization.

**No fee for ACH payments, Credit / Debit card payments 3% additional fee.**

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

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

Name on Card:

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

\_\_\_\_\_  
Signature of Owner

Date \_\_\_\_\_

For Office Use Only: Total amount owed \_\_\_\_\_ Security Deposit \_\_\_\_\_  
Refund Amount \_\_\_\_\_ Authorized by \_\_\_\_\_