**Greenfield Presbyterian Church Kitchen Rental Agreement - Makers**

THIS AGREEMENT, is made and entered into by and between Greenfield Presbyterian Church and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Tenant Company. ” Owners \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_

**TERM OF AGREEMENT**

This agreement shall commence at \_\_\_\_\_\_\_\_\_\_\_and terminate at ­­­­­\_\_\_\_\_\_\_\_­ or This contract will continue until another one is requested.

1. **SERVICES TO BE PROVIDED**

Usage of kitchen space, equipment, storage, and chemicals to clean.

2. **OPERATING SCHEDULE**

Kitchen availability is scheduled through the GPC Kitchen Coordinators

3. **PRICING SCHEDULE**

The Tenant Company will be charged in accordance with the Kitchen Rate Sheet Start-Up Fees: In addition to the monthly statement, tenants will be charged as follows:

$ 300.00 Deposit (Refundable) Kitchen Rental Fee, by check payable to Greenfield Presbyterian Church.

4. **RENT**

Rent to include storage fees shall be due on the 5th day of the month. Tenant will pay by check or through PayPal for an additional 2.5%. Tenant will always keep payment methods up to date and will alert GPC if any problems shall arise. Use will not be permitted unless rent has been paid. Tenant agrees to rent a minimum of 10 hours per month. Tenant Company will be charged for the minimum allowed hours even if Tenant Company used the company less. If payment is not received by the due date of the month, usage of the kitchen will be suspended. If arrangements are not made to make account current by the end of the month the rental agreement will be terminated, and the entire deposit will be kept. After termination, any property left by the renter will be disposed of by the 15th of the following month.

All rental fees are subject to change with a 30-day notice. Current Prices are:

$30 per hour got whole kitchen use.

$15 per hour packaging only

$35 per month Dry storage 5 ft Cage, no more than 3 cages

$2.50 per ft. per month Cooler

$4.00 per ft. per month Freezer

5. **DEPOSIT**

Upon execution of this agreement, Tenant Company shall deposit $300.00 as a security deposit with Greenfield Presbyterian Church. The security deposit shall be retained by GPC and may be applied by GPC, to the extent necessary, to pay and recover any loss, cost damage or expense, including attorney’s fees sustained by GPC by reason of the failure of Tenant Company to comply with any provision, covenant or agreement of Tenant Company contained in this agreement.

To the extent not necessary to cover such loss, cost, damage or expense, the security deposit shall be returned to Tenant Company within 60 days after expiration if this agreement or as may be otherwise provided by law. The security deposit shall not be considered as an advance payment of rent or as a measure of the loss, cost, damage or expense which is or may be sustained by GPC. In the event all or any portion of the security deposit is applied by GPC to pay any such loss, cost, damage or expense, Tenant Company shall, promptly upon demand, deposit with GPC such amounts as may be necessary to replenish the security deposit to its original amount.

6. **SECURITY**

GPC assumes no responsibility for the security of any equipment or supplies the Tenant Company may bring into the facility for its use. Tenant Companies will only affix lock(s) supplied by GPC on the storage compartments – which may be assigned to them upon execution of this agreement. Only items used for production will be permitted to be stored in the storage areas. All tenant’s property must be stored in designated storage areas. Special permission is needed for specialized equipment.

7. **IMPROVEMENTS AND GENERAL ADMINISTRATION**

GPC reserves the right to make improvements at any time to the kitchen facility that may include, but not limited to, making changes in rules of operation, accessibility, Tenant Company identification and security procedures, and support services

8. **SURRENDER OF PREMISES**

Tenant Company shall promptly surrender to GPC premises at the termination of this lease. If GPC is required to bring any action for the enforcement of any of the terms of this agreement, and is successful in such action, Tenant Company, in addition to all other payments required herein, shall pay all costs and reasonable attorney’s fees for any actions brought by GPC.

9. **LIABILITY OF TENANT COMPANY**

GPC shall not be liable for any damages or injury to either person or property sustained by Tenant Company or its personnel or by any third party arising in any way from:

● The Tenant Company’s use, operation or occupancy of the kitchen premises or any portion thereof; or

● The sale, distributions or use of any product that is produced at the kitchen premises.

Tenant Company covenants and agrees to indemnify, defend and hold harmless GPC from any and all claims, costs and liabilities arising from, or in connection with damages or injuries to persons (including death) or property arising in any way from:

● The Tenant Company’s use, operation or occupancy of the kitchen premises or any portion thereof; or

● The sale, distributions or use of any product that is produced at the kitchen premises

Any actions by a Tenant Company that brings on negative light to Greenfield Presbyterian Church, the Tenant Company’s contract will be terminated immediately.

10. **EMPLOYEES, GUESTS, STUDENTS**

The renter shall be solely responsible for its employee’s, guest’s, students, and/or any companies they hired safety and the actions.

11. **Drugs and Alcohol**

Tobacco of any form is prohibited in the church building or on the grounds to include e- cigarettes and vape pens.

No alcoholic beverages will be brought to or consumed in the building or on the grounds.

GPC explicitly prohibits:

* The use, possession, solicitation for, or sale of narcotics, illegal drugs, alcohol, or prescription medication without a prescription on church property. This policy will include, anyone on church property to include but not limited to the host, their guests, employees or vendors.

12. **LICENSES/ SALES TAX LICENSE/ PROFESSIONAL/ BUSINESS LICENSE**

Tenant Company will maintain at all times; current business, professional, and product licenses. GPC will keep copies of records and upload them to OneDrive in the folder “Kitchen Rental’

(a) “Business Professional License” – issued by The State of Michigan

(b) Sales Tax License

(c) Relevant product licenses (e.g. Michigan Department of Agriculture)

(d) Food Safety Manager Certificate

(e) Liability Insurance

Additionally in accordance with GPC’s partnership with Detroit Kitchen Connect, attendance at the “Application Class” at Eastern Market is also required.

At any time, there are missing or out of date of above records, the Tenant Company will be put on immediate suspension and will have 30 days to provide up to date papers. If papers are not provided in 30 days, the Tenant company’s rental agreement will be terminated. After termination, any property left by the renter will be disposed of 15 days after termination.

13. **PUBLIC AND PRODUCT LIABILITY INSURANCE**

Insurance. Tenant, at tenant’s sole expense, agrees to maintain in force, with a company or companies acceptable to GPC, during the term of this Agreement: (a) Commercial General Liability Insurance on a primary basis covering the Premises on an occurrence basis against all claims for personal injury, bodily injury, death and property damage, including contractual liability covering the indemnification provision in this Agreement. Such insurance shall, at a minimum, be maintained in an amount of $1,000,000.00 per occurrence and an additional $3,000,000.00 in umbrella coverage for the above claims; (b) Workers' Compensation and Employers' Liability Insurance for an amount of not less than $500,000.00, both in accordance with the State of Michigan; and (c) In the event a motor vehicle is to be used by tenant in connection with its business operation from the Premises, Comprehensive Automobile Liability Insurance coverage with limits of not less than $1,000,000.00 combined single limit coverage against bodily injury and liability arising out of the use by or on behalf of tenant, its agents and employees in connection with this Agreement, of any owned, non-owned or hired motor vehicles.

Each Policy referred to above shall satisfy the following requirements. Each policy shall (i) name Greenfield Presbyterian Church as an additional insured (except Workers' Compensation and Employers' Liability Insurance), (ii) be issued by one or more reasonable insurance companies licensed to do business in the State of Michigan reasonably satisfactory to GPC, (iii) where applicable, provide for deductible amounts satisfactory to GPC, (iv) shall provide that such insurance may not be cancelled or amended without 30 days' prior written notice to GPC, and (v) shall provide that the policy shall not be invalidated should the insured waive in writing prior to a loss, any or all rights against any other party for losses covered by such policies. Tenant shall deliver to GPC certificates of insurance and at GPC's request, copies of all policies and renewals thereof to be maintained by GPC hereunder, not less than 10 days prior to the commencement of this Agreement and not less than 10 days prior to the expiration date of each policy.

14. **UNLAWFUL USE**

Tenant Company shall not use of permit kitchen premises or any parts thereof to be used by any person in violation of any municipal, county, state or federal ordinance or law, or in any manner disruptive to the Kitchen Partners or its tenants. Such behavior shall include, but not be limited to, theft, fighting or consumption of alcohol on the premises. Tenant will not sublease the use of the kitchen or any storage areas. Tenant will not produce any product that is not licensed by the regulatory authority.

15. **ACCESS**

Tenant Company will access the facility through the back entrance. Tenant Company agrees to “sign in” using the sign in sheet provided anytime on premises and agrees that failure to do so may result in termination of the lease. Tenant Company agrees to do a “closing walk through”, turning off all equipment, appliances, and lighting. The back door should remain locked during use unless otherwise unlocked for GPC activity. Tenant will not allow access to anyone who is not a member of GPC, a fellow Maker, Renter or Partner company. Tenant company will only utilize the kitchen when scheduled or with written permission.

16. **INSPECTION**

GPC shall have the right to inspect the kitchen premises at any time and reserves the right to enter whenever they, in their sole discretion, determines such inspections to be necessary.

17. **HEALTH DEPARTMENT INSPECTIONS**

Tenant Company shall submit to Health Department inspections as often as the City, County, State or Federal Health Inspector shall require. Tenant Company agrees to cooperate with the Health Department. All personnel are required to have a current Food Safety Managers Certification. Tenant Company agrees to share the health inspection report with GPC. Violations of the health code is subject to termination of this contract.

18. **FOOD EQUIPMENT SAFETY AND SANITATION**

The Tenant Company will always be required to have present, a staff member that holds a current Food Safety Managers Certification. Tenant Company is responsible for maintaining proper food handling procedures, cleanliness and safety of workstations and food storage areas (dry or cold) on a daily basis. If kitchen is not left up to standard when entering the tenant will take pictures and send to the church point of contact. If the tenant leaves the kitchen not up to standard the tenant company will be charged $30 for the first hour and $30 an hour until it is cleaned. The tenant will be reasonable for training all its employees on all food safety that pertains to the GPC Kitchen, storage areas and the procedures that relate to their business, and GPC. The Tenant company shall adhere to the closing checklist in the area being rented and return it to a clean state even if all equipment is not utilized by the Tenant. Tenant will not utilize other tenants’ equipment or products without written permission from other tenants. No equipment shall be removed from GPC without written prior permission. Tenant agrees to inform GPC of any equipment that is broken, in need of repair or might need adjustments. Tenant company agrees with only having equipment and small wares that has be inspected by NSF with indication of a NSF marking. All Tenant equipment will be stored in designated storage areas. For example, all equipment must be in a storage cage or on the assigned shelf. Any equipment or food placed on another tenant’s storage area without permission will be subject to disposal. Any equipment broken by tenant will be replaced by tenant, it is up to the tenant’s discretion on whether to do an insurance claim against their insurance to cover any costs.

19. **PROCEDURES, POLICIES & REGULATIONS**

Tenant Company agrees to comply with all posted or distributed procedures, policies or regulations of GPC.

20. **PRODUCTS**

Only those items that will be used for human consumption will be deemed appropriate for manufacturing at the kitchens.

21. **SIGNS AND ADVERTISING**

No signs or other advertising will be attached or displayed on kitchen premises without prior approval of GPC.

22. **MINDING MANNERS**

Tenants and employees of tenants shall watch their manors in a way to not be offensive to others. Shouting, swearing, intimidation or any harassment will not be tolerated. Listening to lewd, offensive music will not be allowed. If the kitchen is used by mutable groups, music will be decided by the group or not at all. Tenant should also be mindful of events that may be running in other areas of the building and will keep the noise to a minimum when appropriate. Fighting of any kind will not be tolerated and be subject to immediate termination. Following termination any property left by the renter will be disposed of 15 days after termination.

23. **DELIVERIES**

 No deliveries permitted to GPC.

24. **LINENS**

NO Dirty linens are allowed in cages as they attract pest. Paper hand towels are not to be used for cleaning.

25. **DEFAULT**

As time is of the essence, a Tenant Company will have three (3) days after receipt of a written notice from the Kitchen Manager to remedy any violation, breach, or failure to keep or perform any conditions of the kitchen’s policy or this agreement. If Tenant Company fails to correct or cure the problem within three days, GPC may terminate the right of the Tenant Company under this agreement. In addition, the Kitchen Manager may remove the Tenant Company’s property (including Tenant Company storage unit contents) from the facility and charge a fee for storage for $50 a day.

Notwithstanding the foregoing, if the violation, breach, or failure to keep or perform any conditions of GPC policy or this agreement constitutes a health or safety hazard in the opinion of the Kitchen Manger, the Tenant Company must act immediately to correct the problem upon receipt of notice thereof, which notice many be oral or written. If Tenant Company fails to commence immediate corrective action, GPC may take such action itself and Tenant Company shall reimburse GPC for all costs of such action. GPC may also terminate the rights of the Tenant Company under this agreement. The remedies set forth herein for default shall be in addition to other remedies available to GPC.

26. **TENANT MEETINGS**

Tenant Company shall be required to attend tenant meetings with GPC when requested by GPC.

27. **GENERAL**

(a) The laws of the State of Michigan shall govern this agreement. Venue shall be Greenfield Presbyterian Church, 2312 Greenfield Road, Berkley MI 48237.

(b) GPC makes no representations, warranties, or guarantees, express or implied, Including, without limitation, any warranties for the merchantability of the fitness for the intended use of the kitchens, other than those contained in this agreement

(c) Tenant Company acknowledges that it has read this agreement, understands, and agrees to be bound by its terms. Further Tenant Company agrees that this agreement constitutes the entire agreement between the parties and supersedes all proposals, oral and written, and all negotiations, conversations or discussions had between the Tenant Company and GPC related to the subject matter of this agreement.

(d) Tenant Company further acknowledges that it has inspected the premises and accepts them “as is” for purposes of the Tenant Company’s use during the term of its lease.

28. **ASSIGNMENT**

Tenant Company shall not transfer usage privileges or sublet the whole or any part of the kitchen premises. GPC has created these unique facilities, and they are meant to be used and enjoyed by its users. The Tenant Company agrees to respect the rights and property of other users.

29. **AMENDMENTS**

This agreement may be amended by mutual consent so long as the amendment is in writing.

30. **CANCELLATION OF TIME**

Rental time may be canceled without penalty up to 24 hours before start of rental time. Any time canceled after the 24-hour mark will be billed at the regular rental rate, up to $90.00.

GPC may cancel time as needs of the church necessitate with notice at least 24 hours prior to cancellation.

31. **CANCELLATION OF LEASE**

Termination of rental agreement by Tenant will be done at least 30 days in advance in writing. On the 30th day all Tenant property shall be removed without damage to receive a return of the security deposit. Lease may be canceled for any reason by Greenfield Presbyterian Church without notice.

32. **LACK OF USE**

If Tenant does not book time for 3 months, GPC may terminate the contract. If the Tenant is seasonal considerations may be made.

33. **Extra Fees**

Any vehicle blocking driveway leading to the back door or parked in a fire lane or illegally will be subject to being towed at the owner’s expense. If any vehicle blocks the trash company from accessing the dumpsters the tenant company will be fined $125.00.

Loss of physical keys will be charged $50 per key.

34. **NOTICES AND COMMUNICATIONS**

All written notices or official written communications which may be required under this agreement shall be e-mailed, delivered personally, or sent by regular mail, postage prepaid, addressed as follows unless additional mailing requirements are required by this agreement.

Written notices and communications from YCS AND/OR PIC to the Tenant Company should be e-mailed, mailed or delivered to:

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Written notices and communications from Tenant Company to GPC should be mailed or delivered to:

Greenfield Presbyterian Church

2312 Greenfield Road

Berkley, MI 48237

Notices delivered personally shall be effective when delivered. Notices send by mail shall be effective when delivered or three days after mailing, whichever is earlier.

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Tenant Company Signature GPC Kitchen Manager

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Tenant Company Printed Name PIC Staffing Printed Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Date

Security Deposit Paid: Driver’s license