



Located in the Hayden Family Center for the Arts

31 W. Broad St., Hazleton, PA 18201

570-455-3333

hazletonsartleague.org

HAL Kitchen Rental Agreement

Full Legal Name of Kitchen User	Status of User (check one) <input type="checkbox"/> individual/ group <input type="checkbox"/> producer <input type="checkbox"/> caterer <input type="checkbox"/> church <input type="checkbox"/> classroom instructor <input type="checkbox"/> non-profit <input type="checkbox"/> Other
EIN or Social Security Number	Name of Authorized Representative
Mailing Address	e-mail
Best Contact Phone Number	Secondary Contact Number

This Kitchen Rental Agreement is between the Kitchen User and the Hazleton Art League (HAL) for use of its shared commercial kitchen facility located in the Hayden Family Center for the Arts. This Agreement is effective upon the date of execution shown below.

Kitchen User and Hazleton Art League agree to the following policies with respect to use of the HAL Kitchen:

1. SERVICES & FEES The HAL Kitchen is a shared use facility, and HAL will control the times and manner of all Users access to and use of the Kitchen.

- A. Reserving Time** User shall request use of the Kitchen as early as possible. HAL will make its best efforts to create a schedule for use of the Kitchen that accommodates all Users' reasonable requests. The kitchen is carefully (and manually) scheduled in order to maximize resources and the time of all producers. Late arrivals can throw off the schedule. Please work to arrive at the time scheduled. If you are running late, let the HAL Kitchen Manager know; if your production is taking longer than planned, please check in with the HAL Kitchen Manager to ensure that it will not impact the next producer.
- B. Cancellation of Reserved Time** In order to ensure that maximum kitchen time is available to all clients, reservations may be cancelled at no charge up to two weeks in advance. Unless alternative arrangements have been made, the following fees will apply for cancellations.

Within 24 hours of scheduled start	1 hour rent for each 2 hour block (rounded up to nearest 2 hours); UNLESS kitchen is rebooked for same or larger slot
Within 25-72 hours of scheduled start	1 hour rent for each 4 hour block (rounded up to the nearest 4 hours); UNLESS kitchen is rebooked for same or larger slot

For sporadic (one time or occasional use) renters, if you wish to change (rather than cancel) your reservation, it will depend on availability of both space and staffing.

- C. Facility** Hazleton Art League will provide the User with a clean and sanitary kitchen with a checklist for the User to complete before and after use. All production and packaging of food products must take place within the Kitchen. As this is a shared-kitchen and is frequently booked subsequently, it is the responsibility of each user to sanitize all surfaces and equipment before, during, and after use. All users are responsible for leaving the kitchen as clean (or cleaner) as when they begin production. If any immediate cleaning is required in order for the next user to begin, the cost of such will be deducted from your deposit at a rate of \$25/hour.
- D. Building Access & Security** If access is requested during after-hours periods or at other times when HAL staff is not present, a key will be issued to regular clients in good standing. All clients are required to notify the HAL Kitchen Manager via text, email, or telephone if they need to enter the building at an unscheduled time. Failure to do so will result in the key being revoked. The key may not be labeled with any identifier, and if the key is lost, the HAL Kitchen Manager must be notified immediately.
- E.** In time of emergency resulting in loss of power, HAL reserves the right to utilize space as needed for the benefit of the general public which may affect access during the scheduled hours in lease agreement.
- F. Deposit** A one-time deposit will be charged at the time of the initial reservation. This deposit covers cleaning (if the facility is not left as clean as it was found), equipment breakage and/or loss outside of normal wear and tear, and facility key as needed. You will be notified of any deductions to the deposit within 72 hours of occurrence. Deposits (minus deductions) will be returned upon request at the beginning of the month in which you do not schedule time. Should you wish to rent kitchen space later, the deposit must be re-submitted. A flat \$25 fee will be charged for time used during licensing inspection and/or Prep (walk-through/practice, set-up & clean-up) with all kitchen tenants. If denial of license is as a result of the condition of the kitchen, the \$25 will be waived.

G. Payment Terms

1. **Payment Terms** – Deposit of \$150 will be charged at the time of the initial reservation. Payment for sporadic (one-time or occasional use) renters is due at the time of use. Payment for regular users is due no later than the 10th of the month, with a \$5/day late fee assessed thereafter. Facilities are scheduled in 60 minute increments. Rent will be calculated on actual usage, rounded up in 30 minute increments. Any adjustments to payments (for longer or shorter use than scheduled) will be billed at the end of each month. User may not use the Kitchen until all outstanding bills are paid. Storage fees are set out in the Hazleton Art League Rate Sheet and will be charged on a monthly basis at the beginning of each month, and can be prorated for shorter term. Payment for storage is due on the 10th of each month, with a \$5/day late fee assessed thereafter. In order to receive “Regular User” rates, User must schedule and pay for a full month of rentals each month for a minimum of 6 months.
2. Kitchen use will be charged at a rate of \$15 per hour. This includes time needed to clean up at the end of your session.
3. A penalty of \$25 will be charged for checks returned for insufficient funds.

H. Kitchen Amenities

1. Limited cutlery and cookware is available. Professional cooks and chefs will likely wish to supply their own based on preferences. Please discuss all small ware needs with the HAL Kitchen Manager before your first session.
2. Cleaning supplies (paper towels, sanitizer, side towels, dish soap, and floor cleaning supplies) are provided by HAL. Users may supply their own personal use items (aprons, hair restraints, and gloves), or may utilize those provided by the Hazleton Art League.

2. USER DUTIES & RESPONSIBILITIES

User agrees to assume the following duties in its use of the Kitchen under this Agreement:

- A. Rental and Use Policies** User agrees to comply with all of the rules and obligations as currently stated in this agreement.
- B. Contact Information** User certifies that the identification, address, and contact information stated at the beginning of this document is current and correct. User agrees to keep the HAL Kitchen Manager informed of any changes in User's legal identity, address or other contact information.
- C. Prohibited Substances Use Policy** User agrees that there will be no alcohol or illegal drugs allowed on the property. Smoking is not allowed in the building or parking lot. It will be the responsibility of User to enforce this policy. *If it is discovered that alcohol or illegal drugs are used in the kitchen at any time, the security deposit becomes immediately non-refundable. The HAL Kitchen Manager has the right to cancel the appointment of any client who is suspected to be under the influence of alcohol or drugs.*
- D. Security** If User is scheduled to occupy the building during a time when the HAL Kitchen Manager is not present, User will be issued a key.
- E. Food and Equipment Safety and Sanitation** All Users and their employees must demonstrate that they have clear knowledge and understanding of sanitation principles, as well as knowledge of use of the requisite kitchen equipment.
- F. Housekeeping Policies** User policies include but are not limited to the following:
 1. Cleaning supplies (paper towels, sanitizer, dish soap, & floor cleaning supplies) are provided.
 2. Users may supply their own personal use items (aprons, hair restraints, & gloves), or may utilize those provided by HAL.
 3. No equipment owned by HAL shall ever leave the premises.
 4. Users will strictly follow the Cleaning Guidelines provided by HAL before, during, and after each use of the facility.
 5. If User fails to leave the facility in the proper condition, User will receive a warning and be responsible to pay the \$25.00 per hour cost of cleaning the facility as determined by HAL. Upon a second such failure, User shall pay a fine of \$50 plus the cleaning costs. Upon a third such failure, this Agreement shall be terminated.

3. ASSIGNMENT

User may not transfer or assign User's privileges under this Agreement to any third party. The User shall not grant access or allow a third party to operate in the kitchen at any time. Violation of this duty is grounds for immediate termination of this Agreement and the immediate discharge of that User from the Kitchen.

4. HEALTH AND SAFETY RESPONSIBILITIES

To ensure the safety of all persons associated with the HAL Kitchen facility, User shall also comply with the following duties:

- A. Worker Safety** User is exclusively responsible to ensure that User and its employees/associates observe proper safety procedures while using the Kitchen. All User employees/associates must have registered with the HAL Kitchen Manager and provided contact information in case of emergencies before being authorized to work in the HAL Kitchen. No children under 16 are allowed in the kitchen when any food processing is taking place.
- B. Right of Inspection** The staff of HAL retains the right to enter and inspect operations at any time during use. The health department as well as the Department of Agriculture and/or the Food & Drug Administration shall have the right to inspect without prior notice at any time deemed necessary by their organization.

5. **LIMITATION OF LIABILITY** User agrees that any and all claims involving HAL are strictly subject to the following limitations:
- A. **Business Services.** All Business Services provided by HAL and/or any officers, staff or other agents of HAL are provided solely for the purpose of assisting User in the operation of its business. HAL makes no representations, warranties or guarantees that the business services provided will result in the success of the Business. User understands and acknowledges that User is solely and completely at freedom to accept or reject any business services, and that the principal(s) or owner(s) alone are in control of the Business and its success or failure. User acknowledges and agrees that HAL and any officers, staff, trustees or the agents of HAL are not liable to the Business or its principal(s) or owner(s) for any damages resulting from the use or reliance upon the business services provided by HAL.
 - B. **Liability.** HAL shall not be liable for any damage to either person or property sustained by the tenant or by any third party arising in any way out of the User's use, operation, occupancy of the HAL Kitchen, or sale or distribution of any product which is produced or manufactured on the premises. The Users covenant and agree to indemnify, defend, and hold harmless the Hazleton Art League and its employees from all claims, costs, and liability arising from or in connection with damages, injuries to persons (including death), or property in, upon, or about the HAL premises, or any portions thereof, or resulting from the sale, distribution, and use of any product manufactured by the User on HAL premises.
6. **MISCELLANEOUS PROVISIONS**
- A. **Kitchen User Property** User shall promptly remove any personal property from facility after usage if storage is not requested and/or other prior arrangements are not made. If User's property is not promptly removed, HAL may take possession of, remove, and/or discard User's property. User shall be liable to HAL for a reasonable storage cost for property removed in this manner.
 - B. **Confidentiality** User agrees to maintain the confidentiality of all other users of the HAL Kitchen, including recipes, ingredients, and procedures.
 - C. **Competition** The HAL Kitchen is a shared use facility. All clients are expected to be mutually supportive. HAL reserves the right to contract with clients who make similar and possibly competing products.
 - D. **No Oral Modification** This agreement shall be modified in writing only, duly signed by User and Kitchen Manager and/or Executive Director of HAL.
7. **TERMINATION** This Agreement shall continue from the date of execution until _____ unless terminated as provided in this Section. Any financial obligation to HAL shall survive the termination of this Agreement.
- A. **Voluntary Termination** This Agreement may be terminated at any time upon mutual agreement of HAL and the User. User may terminate this Agreement at any time upon 14 days written notice to HAL.
 - B. **Breach or Default** User must correct any violation, breach, or failure to keep or perform any conditions of this Agreement within three (3) days after receiving written notice of such from HAL Kitchen Manager. If more than three (3) days pass without any corrective action taken by the User, HAL may, in its sole discretion, terminate this Agreement.
8. **LICENSING RESTRICTIONS** The food establishment and/or food service licenses issued by the Department of Agriculture and the County Health Department (respectively) as a result of visits with the user **at** HAL expressly license the company/ individual named on the license to operate **only** at the HAL Kitchen (unless additional licenses are obtained for other commercial kitchens).
- A. **Open Records** Periodically, the licensing company will request either a printed log and/or a verbal summary of specific licensee's usage of the kitchen. Complete and full information will be provided immediately by HAL staff.
 - B. **Breach or Default** Users must operate within the confines of their licenses, and may be reported to the Health Department if evidence exists that they are selling food prepared outside of the licensed kitchen.

9. USER PREREQUISITES

Business/Commercial Kitchen Users will have completed the following activities and provided appropriate documentation to the HAL Kitchen Manager before User may use the facility:

☐ Completed application form and deposit

☐ Proof of Product Liability Insurance (for commercial purposes)

User will maintain a minimum coverage of \$1,000,000 (one million dollars) of general liability and product liability insurance, with the Hazleton Art League named as "additional insured" on each policy. Users must provide proof of insurance to the HAL Kitchen Manager before User may enter and use the facility.

☐ Copy of Licensing

This Agreement is executed this _____ day of _____, 20____, by the duly authorized representative of each party.

Date of First Rental:

Number of Hours:

Rental Rate: _____ hour(s) _____ day(s) ☐ Full Month ☐ Individual Booking

Hazleton Art League

Legal Name of User

By: _____
Ted Miller, Kitchen Manager
Hazleton Art League
570-582-8855

By: _____
Signature of Authorized User

☐ By signing, I certify that I have received a copy of this agreement.

OR

By: _____
Ali McKittrick, Executive Director
Hazleton Art League
570-455-3333

***Proof of liability insurance must be provided to lease the kitchen. Liability and Product insurance is required at \$1 million with both the Hazleton Art League and the Downtown Hazleton Alliance for Progress listed as "additional insureds."**