

# **Commercial Kitchen User Agreement**

## Facility

R City Kitchen (RCK) is a shared use facility equipped with commercial stoves, mixers, sinks, refrigerators, tables, dry storage, cooler and freezer spaces as well as, other food preparation equipment. RCK shall maintain the Kitchen in a sanitary and orderly state and ensure that all equipment available to Lessee operates to all applicable health and safety standards.

It is the User's responsibility to furnish all smallwares needed for their specific food process. It is the User's responsibility to ensure the Kitchen is left in a sanitary and orderly state at the end of each scheduled rental. When the processing is completed for the User's allocated time, User must remove all personal food and equipment from the kitchen and either store on shelves, refrigerator, freezer rented at the kitchen or take home. RCK will not be held responsible for misplaced items. User must ensure that the door is locked with key left inside of the lockbox.

## **User Prerequisites**

All Users of the Kitchen will have completed the following activities and provided documentation to the RCK Manager(s) before entering and use of the facility:

- \*Successfully complete RCK orientation
- \*General Liability/Product Liability Insurance 1M (2M or 3M recommended)
- \*General Business License (From your town)
- \*City of Chicago Foodservice Sanitation Manager Certificate
- \*Allergen Certificate
- \*Food Handlers Card (For additional employees)
- \*Driver's License/State Identification (Current)

-If assistance is needed for any of the above requirements please ask-



## Scheduling+Payments

RCK shall control the times and manner of all User's access to and of the kitchen. Users are encouraged to provide a week notice (7 days) for use of the kitchen. Kitchen calendar is based on first-come-first serve basis. RCK will make its best efforts to create a schedule for use of the kitchen that accommodates all User's reasonable requests.

User will pay RCK rent for each hour (rounding up to the nearest ½ hour with a 2-hour minimum rental). User's rental invoices must be paid in full prior to rental use. If User exceeds its allotted time, approval from RCK management must be given and with immediate payment. All payments including membership and refundable deposits are made payable to: (Zelle) Info@RCityKitchen.com

The fees for various uses of the kitchen and/or equipment are set out in the Fee Schedule, attached to this agreement (Attachment A). RCK has the right to change its fee schedule and will provide all User's a 30-day notice prior to said changes.

# **Rental and User Policies**

Users acknowledge that you have received and read Rental and User Policies (Attachment B).

RCK reserves the rights to amend the Rental and User Policies at any time upon written notice to the User.

• Contract Information: User promises that the identification, address, and contact Information stated at the beginning of this document is current and correct. User agrees to keep RCK informed of any changes in User's legal identity, address, insurance, and other contact information.

• Security: User agrees that RCK assumes no responsibility for the security of any equipment or supplies the User brings in the facility.

• Food, Equipment Safety and Sanitation: All Users and their employees are required to successfully complete the Kitchen Orientation on Food Safety and Sanitation before they use the kitchen. Use of specialized equipment requires special training. Each person using the facility must receive specific authorization before using the facility and certain equipment. including: Upright Mixer and Fryers



## **Housekeeping Policies**

• Users will provide their own cooking items, ingredients, utensils, smallwares and other special items necessary to their specific production needs.

- RCK will provide toiletries, dishwashing liquid, dumpster for garbage and sanitizer.
- No equipment or items owned by RCK should ever leave the premises.
- Users will strictly follow the cleaning guidelines provided by the RCK before, during and after each use of the facility.

• If User fails to leave the facility in proper condition, User will be charged a refundable \$75 cleaning fee. Inspections are conducted immediately after each User's rental.

#### Health and Safety

• Worker Safety: User is exclusively responsible to ensure that User and employees observe proper safety procedure while using the kitchen all employees register with RCK and provided contact information in case of emergencies before being authorized to work in the kitchen. No person under the age of 16 are allowed in the kitchen AT ANY TIME.

• Rights of inspection: RCK retains the right to enter and inspect operations at any time during use, including storage, cooler and freezer spaces. The Chicago Health Department has the right to inspect without prior notice any time deemed necessary by City of Chicago and/or State of Illinois laws/ordinances.

• Liability Insurance: Each User will maintain a minimum of \$1M of General Liability and Product Liability insurance (\$2M/\$3M recommended). Users must provide proof of insurance to the RCK Management and keep a copy on record.

• All Users will be required to post necessary documents for use in the kitchen.



# **HOURLY RATES**

Fee Schedule (A)

**Kitchen Rental Fee** 

Packages	\$ / Catering Kitchen		
MEMBER	<b>\$</b> 35	12AM – 12PM	
NON-MEMBER	<b>\$</b> 50	9AM – 9PM (4HR MIN)	

Storage Type	Size	Cost / Month
DRY	4 ft long x 2 ft deep	\$40
COLD	3 ft long x 2 ft deep	\$40
COLD	4 ft long x 2 ft deep	<b>\$</b> 45
FROZEN	3 ft long x 2 ft deep	\$40

## **Other Fees**

ORIENTATION AND NON-REFUNDABLE APPLICATION FEE		\$250
LOST KEY DEPOSIT - <u>REFUNDALBE</u>		\$50
CLEANING FEE - <u>REFUDABLE</u>		\$75
DISH AREA	Per 1hr	\$30



# **MONTHLY PACKAGE RATES**

**CATERING KITCHEN (A)** 

Packages	Hours / Month	\$ / Month	\$ / Hour
START UP	20	\$600	\$30
LEVEL UP	40	\$1,160	\$29
PROFESSIONAL	80	\$2,240	\$28

**\*RATES ARE SUBJECT TO CHANGE** 

#### TO NOTE

\*Plans are paid in full at the beginning of each month.

\*Any hours used above the number of hours in the package will be billed on your next month's invoice at that package rate.

\*Unused hours in a monthly package do not roll over to subsequent months - they are forfeited at the end of each month.



# Rental and User's Policies (B)

#### **Orientation and Non-Refundable Membership Fee:**

Orientation is required for all user's and their employees and the non-refundable Annual Membership Fee:

#### Garbage Disposal:

Use a plastic liner to dispose of garbage into main dumpster immediately outside the facility. Broken glass and/or sharp objects must be wrapped and disposed separately.

#### **Cancellations:**

Cancellations for shared kitchen use must be received 72hrs before start of scheduled time; a fee of 50% of total booking will be imposed on user. No-shows of a scheduled booking will be charged the entire scheduled fee.

#### Cleaning Time:

All users are expected to thoroughly clean during and after their production time. Once production is complete all equipment must be turned off. If the area is not clean per guidelines presented in orientation, User will be charged a \$75 clean up fee. If this fee is charged, you must replenish the \$75 clean up fee before you are allowed to book kitchen time again.

#### Facility Failure:

In the event of equipment failure or other facility issues that compromise production, no charge will be made for lost hours. Users MUST fill out the Facility Incident Report 24hrs of occurrence to be eligible for a credit.

#### Smallwares:

Users will provide their cooking items, smallwares and other products. Alternatively, users can utilize all kitchen items from RCK.

#### Theft:

RCK has a zero policy on theft from another user. If found guilty your membership will be immediately terminated, deposit and unused time will be forfeited.



#### **Membership Benefits & Terms**

Members receive 24hr kitchen access. Are eligible to rent and/or to receive free storage (with selected packages). Are eligible for ServSafe Training discounts (with selected packages). Please note that once your term ends and if you wish to renew your agreement there will be a non-refundable Membership fee associated with your renewed agreement.

I agree, to a Hourly Term \_\_\_\_\_

l agree, to a **3 Month Term** 

I agree, to a **12 Month Term** 

Users Name:\_\_\_\_\_

Users Signature:\_\_\_\_\_ Date:\_\_\_\_\_

RCK Name:\_\_\_\_\_

RCK Signature:\_\_\_\_\_ Date:\_\_\_\_\_