

Webb City Farmers Market Kitchen

Lease Agreement for Kitchen Use

Persons/businesses using the kitchen are subject to the following rules, regulations and policies as well as all State and Local laws and ordinances. Failure to comply may result in the lessee's security deposit being forfeit and the use or future use of the facility being denied.

1. The facility is not available for:
 - Any activity that involves the use of hazardous materials and/or weapons without permission of the kitchen manager.
 - Public events for which the kitchen manager deems the facility unsuitable.
2. Use of the kitchen name for purposes of publicity or branding shall be cleared with the kitchen manager prior to publication.
3. Smoking is prohibited inside the facility.
4. Storage of supplies or products is not included in this lease, but may be negotiated separately.
5. All set up and tear down shall be handled by lessee.
6. Alcoholic beverages shall not be consumed in the facility or on park grounds. Alcohol may be used for culinary purposes. However, please be mindful that setting off the fire suppression system incurs a \$1,500 fee for replenishment.
7. Use of the facility does not constitute sponsorship or endorsement of lessee or lessee's activities or products.
8. No physical changes are permitted to the facility or its surroundings.
9. No nails or tacks may be used. Tape must be removed.
10. Lessee shall leave the facility (including walls, floors and ceilings) and equipment in clean and good condition and shall return all tables, chairs and equipment to their original position.
11. Lessee shall be responsible for reimbursing the Market for any and all damage to its furniture, equipment and/or the facility.
12. Lessee shall abide by all local and state laws and ordinances, including all fire and health regulations when using the facility.
13. Lessee warrants that lessee, its employees and guests will hold the City of Webb City, The Park Board of Webb City and the Webb City Farmers Market harmless from any and all liability resulting from lessee's use.

Reservations

The Kitchen is available for rent 24/7. It is a shared use facility and may be rented to more than one lessee at a time, with the exception of when classes are in session. Reservations are required for access and are available on a first-come, first serve basis.

The Market reserves the right to preempt or cancel reservations/rentals if an emergency arises.

Fees

The rental fee for use of the kitchen prep room (westernmost unit) is \$10 per hour. This includes use of the center unit as long as the hood is not turned on. The deposit is \$50 for prep only and will be returned if the facility is left clean and undamaged and all equipment and furniture returned to its original position.

Rental fee for the kitchen unit, when the hood is in use, is \$15 per hour for two appliances and \$20 per hour for three or more appliances. A deposit of \$100 is required for use of the appliances. Lessees are cautioned to avoid any open fire that would set off the fire suppression system in the hood. Lessor must be notified immediately if the fire suppression system is set off. Such an occurrence results in a \$1,500 fee due from lessee to lessor if notified immediately and a fee of \$2,000 if notice is not timely given.

Over-night storage shall be a flat rate of \$20. The market does not guarantee storage space unless agreed to prior to the rental.

Lessee is responsible for ensuring that coolers and freezers are tightly closed to ensure maintenance of proper temp and that kitchen is securely locked when not occupied.

The market kitchen is inspected by the Jasper County Health Department, however lessee is responsible for any additional inspections or licensing required by law.

All lease fees and deposits are due and payable to The Webb City Farmers Market at the time of application.

The Market reserves the right to waive fees and/or deposits. All fees are subject to review and change.

The Webb City Farmers Market Kitchen - Application for Kitchen Rental - *PLEASE PRINT*****

Name of Event: _____

Date of Event: _____ Day of Event: _____

Beginning Time: _____ End Time: _____

Name of Requestor/Contact: _____

Best Contact Number: _____ Email address: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Proposed use of the facility:

Hours of use with no hood = _____ x \$10 per hour

Hours of use with hood & two appliances = _____ x \$15 per hour

Hours of use with hood & three or more appliances = _____ x \$20 per hour

Fee enclosed:

Deposit enclosed:

Person responsible for payment: _____

Signature of person responsible for payment: _____

Billing Address and telephone number of person responsible for payment (& to whom deposit should be refunded):

I have read the rules regarding use of the Kitchen and agree to comply with them. I warrant that the persons using the kitchen are thoroughly familiar with the use of the equipment and will comply with all safety, food safety rules and all rules in the lease agreement.

Signature

Print name

Date