

## KITCHEN AGREEMENT

THIS AGREEMENT is made and entered into by and between the Columbia Gorge Community College, hereinafter "CGCC" and, hereinafter "Tenant".

### A. Service to be Provided:

CGCC agrees to provide Tenant access to and use of the Kitchen facilities in Building #1 on the college campus. Facilities and services provided shall include but not be limited to use of stoves, sinks, refrigerators, freezers, counters, storage areas, and other such services as are described in the Kitchen Rate Schedule addendum which is attached, marked as Attachment #1 and herein incorporated by reference.

### B. Term of Agreement

The Term of this agreement is from \_\_\_\_\_ through \_\_\_\_\_.

Today's Date

One Year From Date

This agreement may be terminated by CGCC or Tenant at an early date upon which written notice mailed by certified and regular mail (30) days prior to the designated termination date to the persons designated in section U of this document.

### C. Pricing Schedule

1. The Tenant will be charged in accordance with the Commercial Kitchen Rate Schedule Attachment #1.
2. This schedule may be changed by CGCC at its discretion, upon (45) day prior written notice to the Tenant.
3. Rent, per the rate schedule in Attachment #1, shall be due and payable in advance, based on the estimated number of hours to be occupied per usage.

### D. Operating Schedule

Availability of the Commercial Kitchen is scheduled by the Kitchen Coordinator or designated staff.

### E. Security

CGCC assumes no responsibility for the security of any equipment or supplies the Tenant brings for use at the Kitchen.

### F. Issuance of Key

Tenant shall be entitled to one (1) key card to the Kitchen. Use of the key card is limited to use by the Tenant. Upon termination of this agreement, the key card is to be returned to the Kitchen Director. Issuance of the key is subject to Tenant's signature on the Key Agreement, a copy of which is attached and marked as Attachment #2. Loss of the key card issued to the Tenant renders Tenant liable for the cost of a replacement key card.

G. Improvements and General Administration

CGCC reserves the right to make improvements at any time to the Kitchen facility which may include but not be limited to making changes in rules of operations, accessibility, Tenant identification and security procedures, and support services.

H. Excusable Delays

CGCC shall not be liable by reason of failure in performance of this agreement in accordance with its terms, if such failure arises out of causes beyond CGCC's control or discretion and/or without fault or negligence of CGCC.

I. Surrender of Premises

Tenants shall promptly yield and deliver to CGCC possession of the Kitchen premises at termination of this lease and, in the event that CGCC is required to bring any action for enforcement of the covenants, terms and conditions of this agreement, and shall be successful in such action, Tenant, in addition to all other payment required herein, shall pay all the costs and reasonable attorney's fees for any actions brought by CGCC.

J. Quiet Enjoyment

Customer, or its agents, upon fully complying with and properly performing the terms and conditions of this agreement, shall have and quietly enjoy the Kitchen premises of the terms set forth herein.

K. Assignment

Tenant shall not assign or transfer this agreement or any interest therein, not sublet the whole or any part of the Kitchen premises, nor shall this agreement or any interest thereunder be assignable or transferable by the operation of law or by any process or proceeding of any court, or otherwise, without the written consent of CGCC.

L. Liability of Tenant

CGCC shall not be liable for: any damage to either person or property sustained by Tenant or by any third party arising in any way out of the Tenant's use, operation, occupancy of Kitchen premises, or sale or distribution of any product manufactured on the Kitchens premises. Tenant covenants and agrees to indemnify, defend, and save harmless Columbia Gorge Community College, the Board of Education and employees, from all claims, costs and liabilities arising from, or in connection with: damages or injuries to persons (including death) or property in, upon, or about the Kitchen premises, any portions thereof, or resulting from the sale, distribution and use of any product manufactured by the Tenant on Kitchen premises, except that which arises from or in connection with the negligence or willful misconduct of CGCC.

M. Public and Product Liability

Lessee shall provide to Lessor General Liability Insurance, including product liability, naming CGCC as an additional insured. The minimum required limit of liability shall be \$500,000 Bodily Injury/Property Damage per occurrence, and \$2,000,000 Aggregate. This coverage shall also provide a minimum of \$100,000 Fire Legal Liability or Tenant "All Risk" equivalent. A deductible not to exceed \$250 Property Damage per claim permitted. The foregoing shall be evidenced by delivered in a format commonly known as a "Certificate of Insurance", providing a 30-day advance notice in the event the policy is terminated for any reason.

N. Unlawful Use

Tenant shall not use the Kitchen premises or any parts thereof to be used for any person in violation of any municipal, county, state or federal ordinance or law. Tenant agrees to comply with all applicable regulations of CGCC unless the same are specifically waived in writing and signed by the CGCC President.

O. Signs and Advertising

No signs or other advertising matter shall be attached or painted on the Kitchen premises or in the windows thereof without prior written approval of CGCC.

P. Inspection

CGCC and its agents shall have the right to inspect the Kitchen premises at all reasonable times and reserves the right to enter the same whenever CGCC, in its discretion, determines that it is reasonably necessary.

Q. Destruction

In the event the Kitchen premises or items therein should be damaged by fire or other casualties so as to render them unusable, CGCC shall have the option to repair and restore the property or to terminate this lease by giving the Tenant written notice within thirty (30) days after such damage occurs. If CGCC elects to restore and repair the equipment or premises, CGCC shall commence and prosecute the work with due diligence. If CGCC fails to notify the Tenant of its choice to either repair premises or terminate lease with the thirty (30) day period, CGCC shall be deemed to have elected to terminate the agreement and this agreement and all rights thereunder shall terminate automatically on the first day of the calendar month occurring after said damage.

R. Default

As time is of the essence, Tenant will have three (3) days after written notice from CGCC to remedy any situation that CGCC brings to the attention of Tenant. A violation, breach or failure to keep or perform any covenant, agreement, term or condition of this Agreement, shall not continue more than three (3) days after the situation is specified in written notice to the Tenant from CGCC. If more than three (3) working days pass without any corrective action taken by the Tenant, CGCC at its option may immediately declare Tenant's rights

under this agreement terminated. Furthermore, CGCC may re enter the Kitchen premises to repossess the premises and remove all Tenant's property. Tenant will be charged any reasonable storage costs.

S. General

1. This agreement shall be governed by the laws of the State of Oregon. Venue shall be in Wasco County, Oregon.
2. CGCC makes no representations, warranties, or guarantees, expressed implied, including, without limitation, any warranties for the merchantability or the fitness for the intended use, of the Kitchen facilities, other than the express representations, warranties, and guarantees contained in this agreement.
3. Customer acknowledges that he/she has read this agreement, including all printed language, understands it, and agrees to be bound by its terms, and furthermore agrees that this agreement constitutes the entire agreement between the parties, and supersedes all proposals, oral and written, and all negotiations, conversations, or discussions hereto or had between the Tenant or CGCC related to the subject matter of this agreement.
4. Tenant further acknowledges that he/she has inspected the premises and accepts them "as is" for the purposes of Tenant's use during the term of his/her involvement in the Commercial Kitchen.

T. Amendments

This agreement may be amended by mutual consent so long as the amendment is in writing, executed by the officials, or their successors, who executed the original agreement, and attached hereto.

U. Notices and Communications

All written notices or official written communications which may be required under this agreement shall be mailed by regular mail as follows unless additional mailing requirements are required by the document. Written notices and communications from CGCC to the Tenant should be mailed to:

(To be filled in by the tenant)

\_\_\_\_\_ Name

\_\_\_\_\_ Mailing address

\_\_\_\_\_ City, State, Zip

\_\_\_\_\_ Email

\_\_\_\_\_ Phone Number

Written notices and communications from Tenant to CGCC should be directed to:

Rick Liebowitz, Director  
Columbia Gorge Community College  
Small Business Development Center  
400 East Scenic Drive  
The Dalles, Oregon 97058

By: \_\_\_\_\_  
Tenant

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
Dr. Frank Toda, President

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

## STATE AND FEDERAL INCUBATOR RULES

(Kitchen Tenants Must Comply)

Food handlers and management must successfully complete a food handler's workshop prior to initial production.

Wear effective hair restraints: hairnets, caps, headband, beard covers.

Wash hands frequently and thoroughly before starting work, after each absence from workstation, and at any time when the hands become soiled or contaminated.

No live animals on premises.

No smoking on premises.

No street clothes such as open toe shoes or swimwear.

Wear clean outer garments.

Remove all insecure jewelry that might fall into food equipment.

Remove all hand jewelry when manipulating food by hands.

No pesticides or harmful detergents may be used when preparing food items.

No person afflicted with a boil, an infected wound, or any disease that is communicable can work in any capacity.

Pick up after yourself.

Wipe up spills right away. Kitchen must be left clean and ready for next user.

Turn off equipment, lights and lock door upon leaving.

I have read and understood the above rules and regulations. I agree to comply with above rules and regulations.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# ATTACHMENT #1

## KITCHEN RATE SCHEDULE

\$15.00 per hour fee with a minimum of four hours, will be assessed, payable in advance of scheduled usage.

In addition:

Kitchen can be scheduled for use M-F 7:00 a.m. - 9:00 p.m and Saturdays 8:00 a.m - 4:00 p.m. More than one user may be on the premises at a time if their needs are compatible.

Additional billable services include:

Refrigerator/Freezer (space is limited)	\$1 per lineal foot per month
Shelf Storage (space is limited)	\$1 per lineal foot per month
Floor Storage	TBD
Pallet Storage	TBD

I have read and understand the above leasing charges and agree to utilize:

Other Services I will need:

- Refrigerator
- Freezer
- Shelf Storage
- Pallet Storage

Signature \_\_\_\_\_ Date \_\_\_\_\_

## **ATTACHMENT #2**

### Kitchen Key Holder Policy

It is agreed by the undersigned that no key issued to them shall be duplicated or given to another party. Additional keys may be obtained with permission of the Kitchen Coordinator at a fee of \$10.00 for each key.

The undersigned is responsible for the safekeeping of the numbered key or keys issued to them and for the safe and timely return upon termination of the lease agreement.

Failure to comply with the above makes the undersigned liable for costs of rekeying building and issue of new keys as specified in the Lease Agreement.

Dated at CGCC, The Dalles, Oregon this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

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Signature: Tenant