



HAMLIN CHURCH
UNITED METHODIST

HAMLIN CHURCH KITCHEN RENTAL AGREEMENT

The Hamline Church Kitchen User & Rental Agreement (this "Agreement") is entered into on the _____ of _____, 20____ by Hamline Church United Methodist ("Hamline Church") is Methodist Church located at 1415 Englewood Avenue, Saint Paul, MN 55104 and User, identified below:

Legal Name: _____ ("User")

Business Name: _____

Title: _____

Address: _____

City/State: _____ Zip: _____

County: _____

Home Phone: _____ Business Phone: _____

Mobile Phone: _____

Email Address: _____

Website: _____

I. Application/Required Materials. Before use of the Hamline Church Kitchen facilities commences, User must complete or provide documentation of the following:

- _____ Signed copy of the Hamline Church Kitchen Rental Agreement (this form)
- _____ Copy of Food Safety Certification
- _____ Copy of Minnesota Food Manager Certificate
- _____ Copy of current insurance policy (\$1 million minimum commercial general liability; \$1 million minimum product liability; must list Hamline Church United Methodist as additional named insured)
- _____ Copy of current business license (MDH {direct-to-consumer businesses} or MDA {wholesale food manufacturers or businesses}, as appropriate)
- _____ \$150 nonrefundable start-up fee



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- II. Cooperation.** Hamline Church is devoted to maintaining a collaborative, healthy, and safe work environment for its staff, tenants, members, and facility users. All persons working in or patronizing the facility are expected to treat common areas, workspaces, and all storage with respect and act in a spirit of cooperation and kindness. Disrespect of personal or business property; staff, guests or other users; defamation; or harassment is cause for termination.
- III. Overview of Services Provided.**
- A. The Hamline Church Kitchen, a newly renovated to commercial code kitchen in Saint Paul, agrees to provide User access to and use of the kitchen facilities at Hamline Church, including use to produce User's products.
- B. The Hamline Church Kitchen is next to a fully licensed daycare, at times User will work with Hamline Church tenants and staff. Please be as supportive and respectful of them.
- C. Hamline Church Kitchen features, equipment and small wares provided shall include, but not be limited to:
- Access between the hours of 6am and 10pm with personalized door code for entry.
 - Building security with cameras
 - Equipment Elevator
 - Parking lot access
 - Monthly invoicing with payment accepted via check, or through QuickBooks Electronic invoice with a 3% convenience fee reimbursement.
 - Use of the following equipment:
 - 6-burner range
 - Two side-by-side ovens
 - Griddle
 - Stand mixer
 - Skillets, pans, sheet pans, baking trays
 - Sinks
 - Refrigerator
 - Up-right freezer
 - Prep counters
 - Food disposal
 - Products provided:
 - Automatic commercial dishwasher
 - Triple sink sanitation chemicals
 - Garbage liners
 - Hand soap
 - Bar towels
 - Dry, locked storage space for User's small wares and utensils
 - Garbage, recycling, composting, electricity, water and gas



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D. User will provide all ingredients and any additional equipment (i.e. hairnets, gloves etc.). All large equipment brought into the Hamline Church Kitchen must be approved by Hamline Church and may be subject to storage fees. Hamline Church is not responsible for misplaced items. Hamline Church will provide all cleaning supplies and towels and thorough training on equipment before User's first use of the Hamline Church Kitchen.

IV. **Permits and Licenses.** User is responsible for obtaining and maintaining all permits, licenses, and other regulatory permissions required by law and regulation for the conduct of User's business. User warrants that all such permits and licenses are currently valid and readily accessible on site and acknowledges that failure to maintain such permits and licenses may result in the termination of this Agreement at the sole discretion of Hamline Church.

V. **Start up fee.** A \$150 initial/annual startup fee is required for use of the Hamline Church Kitchen.

VI. **Payment.**

A. **Fee Schedules.** User will be charged hourly or monthly in accordance with the terms and policies included in this Agreement, which may be amended from time to time upon written agreement of both parties. Rates are subject to change.

Hamline Church Kitchen Pricing:

Hours Per Month	Rate
4 hours	\$100 (minimum rental amount)
0-19 hours	\$30/hour
20+ hours	\$500/month + \$20 hr for hours over 20

Storage Space	Dry Storage	Cooler Storage
	24 x 48	24 x 32
Rates	\$50/month	\$50/month

B. **Payment Remittance.** Payment will be remitted on the first of each month by check.

C. **Payment Schedule.** Payment for the monthly anticipated use plus storage fees will be billed at the beginning of the month. Any subsequent changes will be added to the following month's invoice.



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- D. **Loss of Facility Time.** In the event of equipment failure or other facility issue that is within the control of Hamline Church that compromises production, no charge will be made for lost hours. However, User must report the incident to Hamline staff within 24 hours to be eligible for a credit.

VII. Additional Fees.

- A. **Cleaning Fee.** If the Hamline Church Kitchen is not adequately cleaned after use, and Hamline Church determines that additional cleaning is required, a \$100 cleaning fee will be added to User's next invoice. Users are welcome to discuss the incident to avoid future additional cleaning fees. Insufficient cleaning may impact future rental opportunities of the Hamline Church kitchen.
- B. **Friday Night and Saturday Use Fee:** If the Hamline Church Kitchen is used on a Friday night or anytime on Saturday, an additional fee of \$50 per occurrence will be charged to kitchen user.

VIII. Insurance.

- A. Hamline Church will maintain Commercial Umbrella Liability Insurance.
- B. User must maintain, at its own expense, a minimum of \$1,000,000 in General Liability Insurance and name Hamline Church United Methodist as an additional insured.
- C. User must maintain, at its own expense, a minimum of \$1,000,000 in Product Liability Insurance and name Hamline Church United Methodist as an additional insured.

- IX. Liability.** Hamline Church shall not be liable for any damage to either person or property, either the User's or Hamline Church, sustained by User or by any third party arising in any way out of User's use, operation, occupancy of the Hamline Church Kitchen premises, or sale or distribution of any product manufactured on the Hamline Church Kitchen's premises. User covenants and agrees to indemnify, defend, and hold harmless Hamline Church and its employees from any and all claims, costs and liabilities arising from or in connection with damages or injuries to persons (including death) or property in, upon, or about Hamline Church's premises, any portions thereof, or resulting from the sale, distribution, consumption, and use of any service provided by product manufactured by User on Hamline Church's premises.

X. Confidentiality.

- A. User and Hamline Church agree and acknowledge that the Hamline Church Kitchen is a shared-use facility. User and Hamline Church acknowledge that use of the space may involve recipes, techniques, financial and business records, and other information owned and used exclusively by User that constitute trade secrets or proprietary knowledge that must remain confidential for the production of User's business. User acknowledges that others may also have confidential information that applies to the management of their own business.



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- B. The User shall make reasonable efforts not to give the User's confidential information to others or any third party and shall also take care not to discover or share other's confidential information.
- C. User will take care to inform Hamline Church when User is disclosing confidential information, and Hamline Church will make all reasonable efforts to prevent disclosure of User's confidential information to any third party. This Agreement does not cover any disclosure required by applicable law or regulation.

XI. Termination.

- A. This Agreement will continue until terminated as provided for in this Section XI. User's and Hamline Church's obligations in regard to confidentiality, as discussed above in Section X of this Agreement, as well as any financial obligation of User to Hamline Church, will survive the termination of this Agreement.
 - 1. **Voluntary.** User may voluntarily terminate this Agreement by giving notice in writing 30 days before the last day User intends to use the Kitchen. Alternatively, User may give immediate notice in writing and pay a termination fee of \$180 and forfeit any unused hours remaining on User's monthly plan. Either User or Hamline Church may terminate this Agreement with 30 days' written notice.
 - 2. **Breach or Default.** User must correct any violation or breach of this Agreement within three days of receiving written notice of such violation or breach from Hamline Church. After three days, Hamline Church may terminate this Agreement at its sole discretion. In serious violations, Hamline Church reserves the right to terminate this Agreement without opportunity for corrective action.
- B. Upon termination, the User must remove all its property from the Hamline Church Kitchen and storage areas within two business days. User will be liable to Hamline Church for reasonable storage fees for any property not promptly removed.

XII. Scheduling.

- A. User will schedule Hamline Church Kitchen usage times directly with the Church Administration no later than two weeks prior to first usage date.

Hamline Church Kitchen: includes 4.5-foot stainless steel table, a 6-foot stainless steel table, two mobile 2x4ft stainless steel prep tables, handwashing sink, 6-burner range, two side-by-side ovens, griddle, as well as a produce-washing sink and dishwashing.
- B. Users may schedule Hamline Church Kitchen time in 1-hour increments. Users will schedule Hamline Church Kitchen time by making a booking request with the Church Administration via email or phone. Booking requests are not reserved until written approval has been confirmed by the Church Administration.



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- C. Users must cancel scheduled Hamline Church Kitchen time at least 24 hours in advance. If User fails to give 24 hours' notice, User will be charged 50% of the original booking cost.
- D. Hamline Church will ensure that all its rules and regulations described in this Agreement are followed. If there is a question or dispute about sharing the Hamline Church Kitchen or equipment, altering the division of production areas, or adding users beyond the suggested limit of two, the dispute must be brought to the Church Administration if it cannot be resolved between Users.

XIII. Teams/Employees.

- A. For event rentals, the User must have a Site Manger on site during the event. Site Manager fee is \$25/hour.
- B. Users can have a maximum of two additional individuals working in the Hamline Church Kitchen. Each employee/team member must be properly trained in User's production methods before being allowed to work in the Hamline Church Kitchen.
- C. Except for User's properly trained and authorized employees, User may not transfer or assign its privileges under this Agreement to any third party. User will not grant access to or allow a third party to operate in the Hamline Church Kitchen at any time. Violation of this duty is grounds for immediate termination of this Agreement and the immediate discharge of User from the Hamline Church Kitchen.
- D. The User is exclusively responsible to ensure that User and its employees observe proper safety procedures while using the Hamline Church Kitchen. All of User's employees must register with Hamline Church and provide contact information in case of emergencies before being authorized to work in the Hamline Church Kitchen. No children under 16 are allowed in the Hamline Church Kitchen when food processing takes place.

XIV. User Expectations. Hamline Church reserves the right to amend or change the use policies and terms at any time upon written notice to the User.

- A. **Contact Information.** User promises that the legal identification, address, contact information, and business data provided is current and accurate. Employees must also provide current contact information.
- B. **Professional Behavior.** The Hamline Church Kitchen is a shared space, and cooperation and professionalism will help make it an enjoyable and productive space for all. User is expected to treat the Kitchen as a place of work and refrain from excessive or disruptive noise, music, cursing, and other inappropriate behavior. Failure to do so will be considered grounds for termination of this Agreement.
- C. **Prohibited Use.** User shall not use or permit Hamline Church to be used by any person in violation of any municipal, county, state, or federal ordinance of law.



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- D. **Cleaning.** Keeping the Hamline Church Kitchen clean is of the utmost importance for food safety and to ensure that they continue to be productive spaces for all. Hamline Church maintains a clean kitchen and places the safety of our employees, members, tenants and guests above all else.
1. Hamline Church will keep the kitchen and custodial closet stocked with linens and sanitation supplies (chemicals for three-compartment sink, sanitation buckets, mop and broom, etc.). User is expected to use these supplies reasonably to clean all equipment workspaces, floors, and storage areas available to User. User will be expected to:
 - Return all equipment to its original location.
 - Turn off all equipment used.
 - Leave the Hamline Church Kitchen fridge and dry storage areas free of food and debris.
 - Wipe down the exterior and interior of fridge and freezer.
 - Pull apart, clean, and dry all surfaces, interior and exterior, of all equipment, tables, preparation surfaces and floor spaces used.
 - Sweep and mop all areas used.
 - Turn off the hood fan and hood lights, if used.
 - Take out all recycling, compost and garbage.
 - Close both doors to the Kitchen and door to Kitchen Storage Room.
 2. Users must perform and fill in the "Cleaning Checklist" after each Hamline Church Kitchen use and leave it in the designated area.
 3. If the User fails to leave the Hamline Church Kitchen in the proper condition, User will receive a warning in writing and will be responsible to pay the actual cost incurred from cleaning the Hamline Church Kitchen as determined by Hamline Church. Upon a second such failure, this Agreement may be terminated at the discretion of Hamline Church.
 4. Cleaning time at the end of each user's operation is essential to ensure thorough cleaning and sanitation. User is expected to allow enough time to thoroughly clean as a part of its scheduled reservation so that the Hamline Church Kitchen is completely ready for the next user or client.
- E. **Non-Kitchen/Common Areas/Housekeeping Policies.**



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1. **Restrooms.** User is not responsible for cleaning the restrooms, but User and its employees are expected to leave them in good condition. Please report any issues with the restrooms to Hamline Church Administration.
2. **Kitchen Equipment.** No equipment or other items belonging to the Hamline Church Kitchen are ever allowed to leave the premises.

XV. Safety and Sanitation.

A. Condition of Building.

1. **Clean-up.** Users must perform and complete the cleaning checklist at the end of every production session. Failure to do so may result in fees and/or termination.
2. **Trash.** Empty trash cans and place all waste in appropriate collection bins (trash, compost, recycling) in the parking lot. Wash cans when necessary (when spills and tears in bags occur) and replace liners after each use. Flatten boxes, remove debris from them and place them in the correct recycling bin.
3. **Storage.** All items must be clearly identified and labeled with User's name. Opened food items must be dated and stored tightly covered in labeled containers with a description of contents and the expiration date. User is expected to remove any expired items promptly. No cardboard boxes are allowed in dry storage (except original boxes for jars/bottles) as they are a breeding ground for pests. Food safety guidelines must be followed in the arrangement of food in the coolers (i.e., raw meat on the bottom shelves). The areas around stored items must be kept scrupulously clean. User should sweep and mop around its storage area at least once a week and clean up any spills immediately.
4. **Noise.** Hamline Church is a multi-use facility and at times there will be events or meetings going on in different parts of the building. Please keep noise to a respectful level at all times.

B. Food Equipment. All the Hamline Church Kitchen equipment must be used in a manner that will not cause undue harm to the equipment, User, or those around them. Bringing special equipment into the Hamline Church Kitchen or requires permission from Hamline Church.

C. Food Safety.

1. Hamline Church retains the right to enter and inspect the Hamline Church Kitchen operations at any time. The Minnesota Department of Health or Agriculture and its related agencies have the right to inspect the facilities without prior notice at any time as deemed necessary by their organizations.



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2. Everyone in the Hamline Church Kitchen must wear closed-toe shoes and long hair must be tied back.
3. No eating or drinking is allowed in the Hamline Church Kitchen, except for drinks in covered containers that are kept on lower shelves below any food items.

XVI. Access and Parking.

- A. **Security.** User will be issued a dedicated entry code. Sharing this code with anyone other than authorized employees is strictly prohibited, as is using this code to enter the building at unauthorized times.
- B. **Parking.** User may park in Hamline Church parking lot. On days when there is an event, User may be asked to park in or move their cars to the street.

XVII. Miscellaneous Provisions.

- A. **Governing Law.** The laws of the State of Minnesota shall govern this Agreement.
- B. **Nature of Relationship.** This Agreement shall not be construed to form a partnership or any other business association between the parties other than independent parties to a contract unless otherwise agreed in writing, signed by both parties, Hamline Church has no right, title or interest in and to the business or profits of User.
- C. **Regulation Compliance.** Hamline Church is not liable for any license violations or fees and it is the User's responsibility to keep all paperwork for insurance, licensing and food safety manager certificate available while operating in the Hamline Church Kitchen. Hamline Church may be required to disclose lists of tenants who are renting space here at any given time and is not liable for any investigation by inspectors that may occur based on our disclosure.
- D. **Production Responsibilities.** Under no circumstances shall Hamline Church be liable to User for any failure to meet volume production and/or other failure of the production process. Hamline Church assumes no responsibility for supplying any production requirements, including ingredients, packaging, process, and recipes, other than use of the Hamline Church Kitchen and equipment previously set forth.
- E. **Product Profits.** All profits derived from the production of User's products or services at Hamline Church, whether at retail, wholesale or otherwise, shall be the sole and exclusive property of User unless specifically set forth or provided for in a separate agreement.
- F. **Tax Liability.** User shall be responsible for all federal, state, city and/or local government authority for any taxes that may be due because of the production and/or sale of any of User's products or services.



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- G. **Security.** Hamline Church assumes no responsibility for the security of any equipment, product or supplies provided by User for use at Hamline Church. Any additional security of User's individual storage items shall be User's sole responsibility. Hamline Church is not liable for any lost, stolen or damaged product, equipment or other business supplies on the premises.
- H. **Acts of Third Parties.** Hamline Church is not responsible for the action, or for any damages, injury or harm caused by such actions, of third parties (such as residents, guests, intruders or trespassers) who are not in management's control.
- I. **Food and Equipment Safety and Sanitation.** User is responsible for obtaining and providing a valid and current Food Manager Certification administered by the State of Minnesota Department of Health before entering this Agreement. User is responsible for maintaining and renewing such certification. User may use Hamline Church facilities for up to 45 days while completing food safety training and application for Food Manager Certification.
- J. **Assignment.** This Agreement is solely between Hamline Church and the User. User shall not transfer usage privileges or services of the Hamline Church Kitchen, or use of the whole or any part of the Hamline Church Kitchen premises.
- K. **Non-Binding Until Fully Executed.** This Agreement is for discussion purposes only and does to constitute a formal offer by either party. This Agreement is not and will not be binding on either party until and unless it is fully executed by both parties. As of the date of execution by both parties, this Agreement shall supersede any previous rental agreement made between Hamline Church and User.
- L. **Use of Hamline Church Kitchen Premises.** The Hamline Church Kitchen shall be used and occupied only for food preparation, food manufacturing, teaching and holding events. The Hamline Church Kitchen shall not be used for any event that conflicts or disrupts the ministry of Hamline Church or the business of its tenants.
- M. **Authority.** Each party to this Agreement affirms that it has the capacity and authority to enter into this Agreement.
- N. **Binding Effect.** User acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms.
- O. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties and may only be modified in writing and signed by the parties.



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ADDITIONAL AGREEMENTS

ACKNOWLEDGEMENT

Hamline Church bans all weapons on the premises. By signing below, I understand and agree to all the terms, conditions and fees regarding rental of Hamline Church Kitchen space.

User:

Hamline Church United Methodist

(Company/Organization Name)

By: _____

By: _____

Title: _____

Title: _____

Printed Name: _____

Printed Name: _____

Thank you for renting space from Hamline Church. We look forward to working with you.



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