

FOUNDERS'
Food Hall
& Market

Meyer Demo Kitchen Rental Agreement Contract & Term

Organization: _____

Responsible Party: _____

Address: _____

City: _____ Prov: _____

Area Code: _____ Email: _____

Phone: _____

Food Licence: _____

Rate: \$_____ per hour (plus HST)

Type of Activity:

Terms

The term of this agreement shall be for the dates and times requested in the attached application. The renter shall pay to The Charlottetown Harbour Authority, the rental amount of \$_____per hour (plus HST), which will include basic kitchen rental, utilities, Meyer small wares and equipment usage. If for any reason the payment method used is declined, the renter will be notified immediately. Access to the kitchen will be restricted until payment is cleared.

- The kitchen is a shared-use facility, equipped with commercial stoves, ovens, sink, refrigerator, tables, dry and cold storage and other food preparation equipment. The renter shall maintain the kitchen in a sanitary and orderly state and ensure that all equipment available to the renter operates to all applicable health and safety standards.
- The renter shall return the kitchen back to the original condition received, all surfaces, utensils, and dishes use to be cleaned and stored prior in appropriate locations prior to having custodial staff lock the kitchen cabinet. Wood **cutting boards** are to be used solely for food presentation and to be **hand washed**.
- It is the renter's responsibility to furnish all additional small wares needed for their food process that is not included in the Appendix A Meyer package. It is also the renter's responsibility to ensure that the kitchen is left in a sanitary and orderly state at the end of the rental period.
- An inventory list and replacement value of all Meyer cookware will be performed prior to and after the event. This is to be signed off by the renter and confirmed by the Charlottetown Harbour Authority Inc. Discrepancies will default the security deposit.
- There is a zero-tolerance policy regarding signed commissary agreements with our kitchen. If a renter is found to be cooking from home or in any other kitchen while claiming to any entity to be working from the Founders' Food Hall and Market kitchen, they will immediately be banned from further kitchen use and any health department that holds a signed commissary agreement from us will be notified. No refunds will be given.
- Other equipment that is required that is not included in our Meyer package is the responsibility of the renter to furnish; their own food, spices, bowls, utensils, towels, pots and pans necessary for their process. When processing is completed for the day, the renter must remove their equipment from the kitchen or store it in a rented storage space in the kitchen. All stored items must be properly washed and sanitized.
- The renter shall procure and maintain the appropriate food service licensing from the Department of Health of Prince Edward Island. A licensed copy must be provided one week to The Charlottetown Harbour Authority before your first rental date. The renter shall be solely responsible for any fines or fees levied by the Health Department or the Province of Prince Edward Island related to their activities in the kitchen.
- The renter shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with the renter's use or occupancy of the kitchen.
- The renter is solely responsible for supervising all individuals in the kitchen during your rental time related to your rental time. The Charlottetown Harbour Authority reserves the right to evict individuals from the facility at any time if their conduct is deemed destructive or detrimental.
- Under no circumstances shall the renter allow any other organization or individual to use the kitchen for the period to which the renter has contracted.
- The kitchen must be clean and have trash removed after each use. If damages are made to the property the full cost of repair will be at the expense of the renter.
- Renter agrees to include Founders' Food Hall & Market with tags and mentions in all advertising of the agreement event.
- Comments & Non-Disparagement: The Licensee shall not directly or indirectly while a tenant of the Premises or after the Licensee's termination as a tenant of the Premises, engage in any pattern of conduct that involves the making or publishing of written or oral statements or remarks (including, without limitation, the repetition or distribution of derogatory rumours, allegations, negative reports, or comments) which are disparaging or damaging to the integrity, reputation, or goodwill of the Licensor or their management. During the Term and

upon its termination for any reason, the Licensee agrees not to publicly or privately disparage the Licensor or the Premises or its products or services, or current or former principals, directors, officers, employees, agents or contractors in any medium or by way of any manner of communication, including without limitation, social media platforms such as LinkedIn, Twitter, Facebook, Google+ and public and private websites. The Parties agree that damages will be an insufficient remedy for breach of this section by the Licensee and that the Licensor may seek an equitable remedy of an injunction in respect of this section, in addition to any other remedies available to it in equity or at law.

- The renter agrees to abide by the following rules and agrees that upon violation of said rules, The Charlottetown Harbour Authority has the option to terminate this rental and demand that the renter to vacate the premises.
 1. No furniture or equipment shall be removed from the premises unless it has been rented.
 2. The renter shall not admit a larger number of individuals that can lawfully, safely and freely move about the facility.
 3. Smoking is not permitted in the facility.
 4. Drugs and alcohol are not permitted in the facility (with the exception of a liquor license/permit).
 5. Animals are not permitted in the facility.
 6. All trash in and around the facility must be removed daily and placed in trash receptacles located outside the building.
 7. If you are storing products or ingredients for products in the facility, you must check your stock for current dates. No expiry date allowed on premises.
 8. Rental time begins at the scheduled start time and ends at the scheduled stop time. All setup and clean-up must be completed within this time frame. You must be vacated from the rental space by the scheduled end time.

Indemnification and Liability

Renters shall indemnify, defend and hold harmless The Charlottetown Harbour Authority from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injury to any person or persons or damage to property arising out of or in any way connected with renter's use of occupancy of the kitchen.

Signature of Responsible Party _____ Date _____

Method of Payment: _____

For Office Use Only

Total amount owed _____

Refund Amount _____ Authorized by _____

