



## Commissary 5280 Rental Contract

### Article 1

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

Agreement between (Customer):

Customer Name: \_\_\_\_\_

Customer Address: \_\_\_\_\_

and

Commissary 5280 (Owner)

Commissary 5280 Address: 800 East 73rd Ave #20, Denver, CO 80229

### Article II      Rent

**2.1** Customer agrees to pay to the owner rent for the commissary outlined by their monthly invoice administered to the customer by the owner. The invoices for each customer will be sent to the customer via email each month, for a billing cycle that starts at the 26th of each month (26th to the 25th) The customer is responsible for paying the amount given on each invoice by net ten from invoice issue date. Each invoice will have the below line items:

	Prorated
-Minimum monthly rent of 10 hours billed at \$20/hour	= \$200.00
-Used billable hours from prior month	= \$20.00 x _____
-Mobile fee (if applicable)	= \$50.00
-Additional shelves in dry, fridge, or freezer billed at \$20.00/shelf	= \$20.00 x _____
-and/or-	
-Additional storage rack (full)	= \$100.00 x _____
-and/or-	
-Square footage of floor space used for equipment	= \$10 x _____
Grand Total	= \$ _____

**2.2** Used billable hours will be rounded up to the quarter hour and will be determined by the customer self-recording of hours written on the kitchen hours log and verified by the owner via security camera footage. Used billable hours include, but are not limited to food production, food preparation, administration, food assembly, inventory management, cleaning, food truck cleaning, and dishwashing. Pickup or drop off of inventory by the customer, the customer's employees, vendors, or distributors is not considered billable hours.

**2.3** Customer shall mail all payments to: Commissary 5280  
800 E. 73rd Ave, Unit 20  
Denver, CO 80229

**2.4** Utilities included in use of the commissary include, but not limited to, natural gas, water, sewer, and trash. These utilities will be paid for by the owner (unless customer use is extraordinary). In the event of utility policy payment changes, the owner will provide a 30 day notice to the customer.

**2.5** The customer is required to submit a \$500.00 damage deposit before use of the commissary. If the customer remains in good standing at time of contract termination, the damage deposit will be returned to the customer 30 days after the customer vacates the premises or 30 days after the completion of the final billing cycle. Violations of good standing include, but are not limited to:

- a.) Equipment or facility damage that is beyond reasonable wear.
  - a.1) In the event that equipment is damaged whereby the item needs to be wholly replaced, customer is responsible for the replacement value and not the market value.
- b.) In the event the customer discharges or damages the grease hood, it is the customer's responsibility to pay for repair, recharge, or cleanup of the hood, it's ancillary system, and the grease fire hydrant. This amount may exceed the \$500.00 damage deposit.
- c.) Failure to pay rent or abandonment of contract agreement in any form.

**2.6** If a customer fails to pay the monthly invoice by net ten of each month then a \$25.00/day fee shall be assessed.

**2.7** Customer shall provide to the owner a 30 day notice for rental contract termination to remain in good standing. Customer shall provide to the owner a 30 day notice for any contractual changes, this includes but is not limited to ending any storage, altering any storage, or placing contract on hold. The owner shall provide to the customer a 30 day notice for rental contract termination or any other contract changes.

### **Article III Facility**

**3.1** The commissary shall be occupied by the customer and the customer's professional relations only. The customer shall only use the commissary for food preparation and directly related events (i.e. dishwashing, storage, food licensing and inspection) unless otherwise agreed upon with the owner. The customer shall not administer any structural, or otherwise, change in facility without prior consent from the owner.

**3.2** The owner retains the right to enforce onto the customer without notice any safety, security, fire, insurance, hazardous material, environmental, or health regulations that the owner reasonably deems important for the facility. The owner retains the right to contribute structural and aesthetic improvements to the facility without customer notification.

**3.3** The customer agrees to maintain the facility in good order, condition, and repair. In the event of a maintenance issue, the customer shall contact the owner prior to any outside contractor. At the end of the contractual agreement between owner and customer, the customer shall surrender the premise in completion and in good order.

**3.4** Insurance: Customer shall keep in full force and effect a policy of public liability and property damage insurance with respect to the Premises, and the business operated by Customer in the Premises in which the limits of public liability shall not be less than One Million Dollars (\$1,000,000.00) per occurrence and in which the total damage liability shall not be less than Two Million Dollars (\$2,000,000.00). The policy shall name Commissary 5280 and Customer as insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving Commissary 5280 ten (10) days prior written notice. A Certificate of Insurance shall be delivered to Commissary 5280. Customer shall also maintain appropriate worker's compensation insurance. Commissary 5280 hereby warrants and represents that it shall require the same or greater level of insurance from itself and all other customers of the premises.

- a) If certificate is not transmitted to Commissary 5280, or expires, Customer will not be authorized to enter the facility, and the terms of the contract remain in effect (meaning, there will not be a pause in payments or balances due).
  - i) Name Sanctuary Foods LLC dba Commissary 5280 as Additional Insured
  - ii) Provide coverage on a Primary and Non-Contributory basis
  - iii) Include a Waiver of Subrogation in favor of Sanctuary Foods LLC dba Commissary 5280
  - iv) Include a provision for 30 days' written notice of cancellation or non-renewal to the Additional Insured

### **Article IV Miscellaneous**

Initials: \_\_\_\_\_

**4.1** Waiver of rights regarding damage or theft to food products or equipment stored by the customer in the facility. Customer knowingly, freely, and voluntarily waives any rights or cause of action against the owner for damage, theft, or loss to food or equipment stored in the facility for any reason (this includes pests.)

**4.2** Access to facility. The owner has the right to enter the facility at any time without notice.

**4.3** Shared Google calendar and facility operational standards. The customer agrees to follow best practice operational standards provided by the owner. The customer agrees to schedule facility time on the shared google calendar provided by the owner with the understanding that the facility is rented to the customers through the shared google calendar on a first scheduled, first served basis. The customer will send a request to schedule time to the owner via email. The customer must use the scheduled time in the facility or, otherwise, notify the owner of a cancellation of the reserved time from the calendar so that it is available to other tenants. Deletions of reserved time must be done 72 hours prior to commencement of that reserved time or the customer is responsible for payment of the reserved hours. Any time in excess of 30 minutes scheduled in the shared calendar by the customer that is not used by the customer will be subject to a violation fee. The customer understands that when a time is scheduled in the shared google calendar this time is for facility reservation in completion including the absence of all other customers with the exception of pick up, drop off, or mobile food vendor dish washing. In the event that a customer would like to share facility time, all individual rates apply and the shared time must be agreed upon by all customers prior to that scheduled time commencement.

**4.4** Violation fees. The customer agrees to maintain the facility in good standing and abide by all limitations, including storage, as expressed by the owner. All accrued expenses will be billed on the next month's invoice. One violation is equivalent to one fee. In the event that the customer violates an item multiple times in one billing cycle, the owner may charge multiple fees. Violations for improperly maintaining the facility include:

a.)	Improper or incomplete cleaning and maintenance of the facility and all equipment after use.	= \$25.00
b.)	Improper storage (4.5)	= \$25.00
c.)	Improper google calendar reservations (4.3)	= \$25.00
d.)	Improper reservation cancellation	= full shift payment
e.)	Improper sweep/mop after shift	= \$100.00
f.)	Grey water in parking lot	= \$100.00
g.)	Improper supply use	= \$25.00
h.)	Improper parking	= \$100.00

**4.5** Proper storage is defined by limiting all customer goods, food products, smallwares, administration, and equipment to designated and defined areas agreed to by the customer with

Initials: \_\_\_\_\_

the owner. Improper storage includes, but is not limited to using undesignated shelving in dry, fridge, or freezer, using undesignated floor space, and leaving customer items in any undesignated area in the facility.

**4.6** Changing or altering any part of the facility including but not limited to utilities, physical structure or equipment is not permitted in any capacity. In order to change or alter any of the above mentioned, requires written permission from John or Alex and a scheduled time for alterations with the supervision of John or Alex. Changes or alterations must be approved, witnessed, and completed by a licensed technician with John or Alex present. Any quotes or inquiries to make changes to any of the above structures must be scheduled and witnessed by John or Alex. Not abiding by the above will result in a minimum \$100 fine and this fine may increase up to any amount required to fix, remove, or restore altered items to the original condition.

#### **4.7 Other Less Common Fees**

Returned check fee	\$50
Additional keys	\$10/each
Key not returned after leaving kitchen	\$50
Using Damage Deposit to pay for Final Invoice	\$50

#### **4.8 Event Notification Procedure**

1. You will receive an email message notifying that an event has occurred.
2. You will receive a follow up email with details on the event. As new information is obtained, you will receive further follow up emails.
  - a. You may respond to the email with specific questions, and they will be answered as soon as possible. In the event of an emergency, we may not respond to text messages or phone calls if we are actively working on a problem.
3. In the event of a power outage, we will notify you when we find out along with an estimated time of restoration if known.
4. In the event of a refrigeration issue, you may enter the facility in order to move product should you wish. Product may be moved to another refrigeration unit on a first come first serve basis, and product must be put back when the issue is resolved.
  - a. Commissary 5280 staff may or may not be able to assist with moving product depending on the circumstances.

Initials: \_\_\_\_\_

#### 4.9 Cleaning Supplies

1. Food Truck Specific - All cleaning supplies (soap, bleach, etc) and equipment (mops, brooms, etc) are for kitchen use only. These supplies are not to be taken outside to food trucks. If you need your own mop, please carry one in your truck.
2. Food Truck Specific - Customers are not allowed to clean inside or outside of truck or equipment and allow water runoff or grey water to run off onto the parking lot. This is restricted by the property management. Grey water can be disposed of in the mop sink by the customer's hose or an alternative location.

Our property has received violations for oil, food, etc in the storm drains from the state. There is an absolute zero tolerance for grey water disposal in the parking lot. This includes driving while the drain is open, going to the end of the parking lot where the storm drain is and allowing water out, and having your food truck parked on the property with your drain open or actively dripping.

This will be your only warning. If drains are seen open, puddles of water under your truck, dripping, trails behind your truck, disposal at the end of the parking lot (this can be seen on camera), there will be a \$300 fine and any and all cleaning or remediation expenses, violations, or fees will be administered to you. Remediation can be very expensive. If the problem persists or there appears to be a lack of genuine attempts at resolution, privileges to park or use the facility may be revoked without warning. This also includes any truck fluids leaking from any area of the truck, including the engine. If there is a motor oil, or other fluid, leak, appropriate measures to collect the fluid and dispose of properly is required.

This is effective immediately, please inform all of your staff. Non compliance due to staff not properly trained or knowledgeable is not considered a valid reason for exemption to the requirements. Non compliance due to 'not seeing the email' is not considered a valid reason for exemption to the requirements.

Any food spills from any events in the parking lot must be cleaned. The same consequences apply. If you have questions on how to properly clean an event you may email [commissary5280@gmail.com](mailto:commissary5280@gmail.com). If you have any questions on proper grey water disposal, you may email or contact your health department.

Owner: Commissary 5280

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

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

Initials: \_\_\_\_\_

(Owner)

Customer: \_\_\_\_\_

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

## New Customer Onboarding Checklist

All new customers must have the following in place before commencing with Commissary 5280

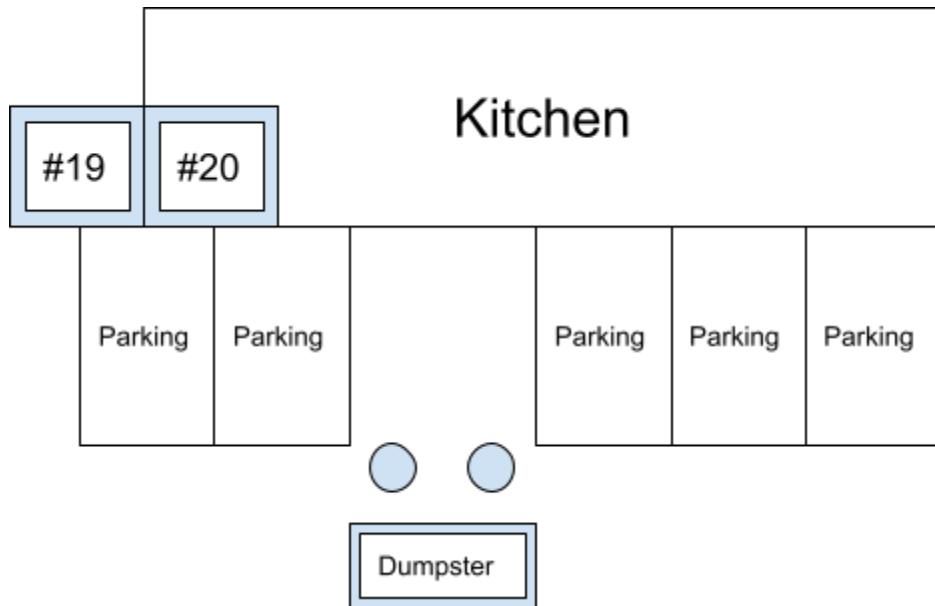
- This document must be filled out, signed, and initialed on each page
- Security Deposit
- First Month Rent Payment
- Insurance Certificate with Commissary 5280 named as additional insured

Once the prerequisite items are taken care of, each customer will receive:

- 1 key for the facility \_\_\_\_\_ initial
- Calendar invite
- Assigned shelving in refrigerators, freezers, and dry storage
- Contract copy
- First invoice to email

Initials: \_\_\_\_\_

## Kitchen Parking



There are 5 parking spaces for the kitchen.

If they are full, please park in Overflow Parking on the West side of Building 800.

If parking in any other location:

1. Property Management will tow the vehicle
2. \$100 fee

Please adhere to this policy strictly so that we can be good neighbors.

Initials: \_\_\_\_\_

Initials: \_\_\_\_\_