

# NIC & LUC Commissary Member/Tenant Agreement

In consideration of the agreements of the owner of the commissary, NIC & LUC, located at 851 E. State Rd. 434, STE. 128 Longwood FL NIC & LUC hereby agrees to rent to the tenant known as, \_\_\_\_\_ for the period of time commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, on an as needed hourly basis thereafter until the last day of \_\_\_\_\_, 20\_\_\_\_, or any time both parties wish to terminate the agreement (termination will be a written notice from the vendor to NIC & LUC at least a week in advance). This agreement with the tenant permits them to occupy and share the above commissary space under the following terms:

\_\_\_\_\_ **1. Rent:** To pay as a monthly rental fee the sum of \$\_\_\_\_\_ per month. The full rental rate must be paid in advance regardless of actual usage in order to maintain licensing and commissary privileges with NIC & LUC.

Payments: a valid credit card and a signed authorization form as security: you will need to have a valid credit card authorization on file in order to operate out of our kitchen and have reoccurring monthly payments for your kitchen use. We do not except cash or personal checks.

\_\_\_\_\_ **2. Late Fee/Non-Payment/Declined Credit Card:** All payments are due the 1st of the month and are applied towards the next one month of usage. Failure to pay payments within 5 days of the due date(s) listed above will result in a \$35 late fee which must be paid along with the payment owed within 3 weeks of the original due date. If no payment is received after two (2) weeks from the original due date, upon discretion of NIC & LUC, the tenant may have their commissary and licensing privileges terminated and any agreement for usage of the commissary will be canceled.

\_\_\_\_\_ **4. Termination of Commissary Usage:** Tenant agrees to give NIC & LUC two weeks written notice that they plan on no-longer needing the commissary for licensing and/or facility usage.

\_\_\_\_\_ **5. Membership Fee:** A \$100 annual membership fee is required from the tenant. Membership fee is not refundable.

\_\_\_\_\_ **6. Visitors:** No visitors, animals, or friends are permitted to be at said commissary except those already agreed upon in the application form or with express written or verbal consent of NIC & LUC. Any unauthorized person will be asked to leave immediately and tenant(s) may be at risk of termination of this agreement.

\_\_\_\_\_ **7. Property Maintenance/Cleaning:** Tenant(s) accepts the current condition of the property and agrees to keep the premises at the same or higher level of cleanliness than the state before the tenant(s) used the facilities. Tenant NIC & LUC will provide all cleaning and sanitizing solutions. But in order to keep a high level of sanitation, the tenant(s) agree to provide their own towels and scrubbers/sponges and take any dirty/used towels, scrubbers or sponges with them after they are finished with the commissary. Tenant agrees to compensate NIC & LUC to clean up any mess that the tenant created and failed to clean up after their use at a rate of \$50 per incident.

\_\_\_\_\_ **8. Health Inspections:** Tenant agrees to be trained/tested in Food Safety Handling and agrees to keep their operations and cleanliness standards in keeping with state and local health safety standards. Tenant understands that they need to keep all their licenses posted on site for the Inspector to see. Tenant understands that any observations of violations from the health inspector of their operations must be corrected immediately to the satisfaction to the inspector. Tenant understands that all negative inspections fall upon the entire commissary and therefore understands how important it is that every tenant works together to keep high standards at the commissary and an exemplary record of inspections. If there is any negligence by the tenant that causes any fines to NIC & LUC, that tenant agrees to pay for any fines that they were responsible for causing.

**9. Responsibilities of Tenant:** The Tenant agrees to the following responsibilities:

\_\_\_\_\_(A) Taking affirmative action to ensure that nothing exists which might place NIC & LUC and/or any other tenant in violation of applicable building or health codes.

\_\_\_\_\_(B) To be proactive in communicating with NIC & LUC any potential or current issues that they notice while using the commissary.

\_\_\_\_\_(C) Keeping the premises clean, sanitary. Removing any garbage or trash to the appropriate outdoor dumpster.

Wiping down, cleaning and mopping, so as to leave no food residue on the cooking appliances, shelving, tables, sinks, cookware, and floor. All areas used during the tenant's time in the kitchen must be thoroughly cleaned and organized before the tenant leaves the premises. Fines up to \$50 to cover cleaning costs may be charged to the tenant if they fail to clean up after themselves after every kitchen use.

\_\_\_\_\_(D) Reporting any evidence of pests to NIC & LUC and taking appropriate action to prevent and exterminate pests.

\_\_\_\_\_(E) Operate any equipment located on the premises in a responsible and safe manner.

Safeguarding any property owned by NIC & LUC or other tenants from damage, destruction, loss, removal or theft.

\_\_\_\_\_(F) Usage of appliances include THE 6 BURNER RANGE/CONVENTIONAL OVEN. NOT INCLUDED are SMALLWARES (i.e. whisks, slicer, blender, cook spoons, immersion blender, spatulas, mixing bowls, pots, pans etc.), convection oven, oven mitts, and any other items specifically identified for NIC & LUC use only. TENANT IS NOT ALLOWED TO USE ANY OF THE ITEMS LISTED WITHOUT THE EXPRESS PERMISSION OF NIC & LUC KITCHEN MANAGEMENT. A PENALTY FEE WILL BE CHARGED AS A PER INCIDENT USAGE OF THESE ITEMS.

\_\_\_\_\_(G) Storage of tenant property on the commissary premises is not available. The tenant is only allowed to use refrigeration during scheduled time. The tenant is not allowed to store any items overnight. NIC & LUC kitchen management reserves the right to move or remove the tenant's items in order to avoid any code violations. NIC & LUC kitchen management will inform the tenant first of any violations of this clause and will allow up to 48 hours for the tenant to take action before any corrective measures are taken by NIC & LUC kitchen management.

\_\_\_\_\_(H) Damage to property and/or kitchen items. If the tenant is responsible for damaging any property or kitchen items, they will be assessed a replacement fee in order to cover the cost of repairing or replacing the damaged property or kitchen item.

\_\_\_\_\_(I) Conduct themselves and their employees in a manner that will not disturb others. Tenant agrees to take full responsibility for any and all actions of their employees and other people they permit on premises.

\_\_\_\_\_(J) Turn off all lights, turn A/C to 78 degrees and shut off all electronic devices, burners, ovens, faucets and lock all doors before leaving the premises. If the tenant fails to do the responsible actions stated in the previous sentence, under the discretion of NIC & LUC, the tenant agrees to pay a fine of up to \$30.

\_\_\_\_\_(K) Will sign in and out using the log book when they use the commissary with exact times of arrival and departure. (Any reporting of incorrect commissary uses/hours that are verified with the video surveillance system will result in a \$50 fine. If a tenant falsely reports their kitchen use time more than once, they will be subject to the fine as well as termination of this agreement and their licensing.)

\_\_\_\_\_(L) Scheduling time to use the kitchen. The tenant is responsible for scheduling time to use the kitchen at least 3 days in advance of the needed time slot to allow kitchen management time to schedule the tenant. If the tenant fails to arrive for their scheduled time slot without notifying kitchen management, the tenant will be billed for 25% of the time they booked to use the kitchen.

\_\_\_\_\_(M) Will report to NIC & LUC when they notice commissary supplies are running low, equipment not working properly, or see anything suspicious, or potentially hazardous in and around the commissary.

\_\_\_\_\_(N) Agrees not to dump any grease into any of the sinks on premises and that no food washing will be done in the hand washing sinks.

\_\_\_\_\_**10. Court Costs:** Tenant agrees to pay all court costs and Attorney's fees incurred by NIC & LUC in enforcing legal action of any of NIC & LUC's other rights under this agreement or any state law. In the event any portion of this Agreement shall be found to be unenforceable under the law, the remaining provisions shall continue to be valid and subject to enforcement in the courts with no exception.

\_\_\_\_\_**11. Utilities:** NIC & LUC is responsible for payments of all utilities, water, sewer, gas electricity charges.

\_\_\_\_\_**12. Insurance:** NIC & LUC keeps an insurance policy for the commissary, but tenant agrees to make no claim for any damages or losses that occur for whatever reason against NIC & LUC, but agrees to have their own renter's insurance or general liability insurance for their food operation/business. Tenant agrees to list Nic & Luc Fine Food Purveyors, Inc.

\_\_\_\_\_**13. Personal Property:** Everyone is required to respect all other tenant's property while on premises. NIC & LUC is not responsible for loss or damage to any property left behind. If tenant owes NIC & LUC an outstanding balance for over 4 weeks, NIC & LUC retains the right to claim any property left by the tenant as compensation for the tenant's outstanding balance.

\_\_\_\_\_**14. Delivery of Payments:** A valid credit card signed authorization form as security: You will need to have a valid credit card authorization on file in order to operate out of our kitchen.

\_\_\_\_\_**15. Right to Terminate:** This agreement may be terminated by the mutual consent of either party at any time. NIC & LUC may also terminate this agreement if there is any breach or violation of any of the provisions of this agreement or if there is any untrue or misleading information in the tenant's application.

\_\_\_\_\_**16. Acknowledgment:** In this agreement, the singular number where used will also include the plural, the masculine gender will include the feminine. The term "premises", "commissary", "facilities" or "property" refer to the location at 851 E. State Rd. 434 STE. 128 and all the property located inside the building at this address. NIC & LUC owns the commissary located at the address listed above, therefore any manager that works for NIC & LUC is able to represent NIC & LUC and sign below in this agreement. The below-signed parties acknowledge that they have read and understand all of the provisions of this agreement. This contract is bound by all heirs, executors, successors and/or assigns.

Legal Contract: This is a legally binding contract. If you do not understand any part of this contract, seek competent legal advice before signing.

Accepted this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Print: \_\_\_\_\_ Sign: \_\_\_\_\_

Tenant

Print: \_\_\_\_\_ Sign: \_\_\_\_\_

Tenant

Print: \_\_\_\_\_ Sign: \_\_\_\_\_

NIC & LUC Representative / Manager

Monthly Rate Packages: (storage not-included)

- **PACKAGE #1** - \$100 INCLUDES UP TO 5 HOURS OF KITCHEN USE. (\$20/HR) (MIN. PACKAGE FOR ALL FOOD VENDORS TO REMAIN MEMBERS)

- **PACKAGE #2** - \$180 INCLUDES UP TO 10 HOURS OF KITCHEN USE. (\$18/HR)

- **PACKAGE #3** - \$320 INCLUDES UP TO 20 HOURS OF KITCHEN USE. (\$16/HR)

- **PACKAGE #4** - \$480 INCLUDES UP TO 30 HOURS OF KITCHEN USE. (\$14/HR)

- HOURS INCLUDED IN THE PACKAGE PURCHASED ARE VALID TO USE FOR THE MONTH THEY ARE PURCHASED AND DO NOT ROLL OVER.

THE ONLY EQUIPMENT INCLUDED IN THE PACKAGES IS THE USE OF THE 6 BURNER RANGE/CONVENTIONAL OVEN. THE COMMISSARY DOES NOT PROVIDE SMALLWARES, POTS, PANS, UTENSILS, KITCHEN TOWELS, CUTTING BOARDS, KNIVES OR DISHES OF ANY KIND, FILM WRAP, FOIL WARP. ZIPLOC BAGS. TENANT MUST BRING ALL UTENSILS, PACKAGING AND EQUIPMENT NEEDED.

**EXTRA CHARGES-** CHAR GRILL, GRIDDLE OR CONVECTION OVEN USE IS AN EXTRA \$10 EA. PER MONTH TO COVER MAINTENANCE AND GENERAL UPKEEP.

All services provided by Nic & Luc Scratch Kitchen and Commissary are subject to a 7% tax.