



# Pepper Preppers Kitchen LLC

## Contract

Business Name: \_\_\_\_\_

Owner(s) Name(s): \_\_\_\_\_

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

Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_

What type of business do you have? What do you make? \_\_\_\_\_

What are your kitchen needs (equipment, hours, cold, or dry storage)?

\_\_\_\_\_

Do you have any preferred day or days of the week? \_\_\_\_\_

(You can always book an available time 24/7, this is just for us to be aware of any preferences)

Expected start date: \_\_\_\_\_

Is your business WSDA or Benton Franklin Health Department (BFHD): \_\_\_\_\_

Refer to Appendix A for current pricing and select your starting plan and storage.

**The following rules/expectations are designed to create a 'kitchen family'... Consideration and respect for each other is priority.**



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\_\_\_\_\_ **Cleanliness is an absolute REQUIREMENT of this contract.** You are responsible for cleaning up after yourself! Including but not limited to grease splatter, product spills, liquid spills, bathroom adventures, toilet paper on the floor, garbage into a trash bin without a liner, etc.!!! We do NOT plan to hire an outside cleaning service; therefore, it is completely up to ALL of us to clean up after ourselves. Leave the area “cleaner” than you found it. This is a brand-new kitchen, so this should be easy to comply with. This will be a ‘3 strikes, and you are out’ situation! First problem, written reminder with an opportunity to explain! Second problem, written notice and a minimum \$125 cleaning fee! Third problem, written notice to vacate within 30 days! This is non-negotiable, so please don’t put yourself in this situation!

\_\_\_\_\_ An application / orientation fee of \$125 is due at contract signing. Cash or check on-site. Credit cards have a 3.1% convenience fee and must be requested and paid prior to the appointment. This contract must be signed prior to signing health department forms or providing documents for WSDA applications. Orientation may be requested for the same time or at a later date. However, the orientation should be conducted within a week of the planned start date (unless otherwise agreed).

\_\_\_\_\_ A Kitchen Orientation will be conducted prior to granting client access. Clients agree to only operate the equipment for which the orientation covers. Employees may attend the orientation; however, it is your responsibility to ensure employees know how to properly operate the equipment. If or when in doubt we would be happy to brief you or your employees again. Additionally, there is a book in the kitchen with operation instructions for your reference. NEVER perform any maintenance or adjust any settings: Contact Kitchen Management. Reserving time in the kitchen will be covered during the orientation in a separate agreement on terms/expectations.

\_\_\_\_\_ All ‘per month’ plans are billed monthly in advance, due on the first day of the month. Hours used in addition to the selected monthly plan or hourly plan usage will be billed the following month. The hourly plan will be billed \$150 in advance and a credit will be issued to be used throughout the year.

\_\_\_\_\_ A late fee of \$25 will be assessed if payment isn’t received by the 5<sup>th</sup> day of the month. Access to the facility may be restricted if payment isn’t received by the 10<sup>th</sup> day of the month (if special arrangements are needed, please contact us).



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- \_\_\_\_\_ The first month may be pro-rated based on the start date you select during orientation.
- \_\_\_\_\_ Mobile food cooking unit (Food truck, etc) parking is limited to Appendix A agreement.
- \_\_\_\_\_ Plans are considered month-to-month and can be cancelled or changed upon request. Cancellation or downgrades require a 30-day notification; upgrades can be made anytime for the month the request is received (payment within 5 days is expected for same month upgrades). Refunds on yearly fees for early cancellation will not be considered. A 30-day notice will be provided to clients for any rate changes. Policy updates and communications will be emailed to you, it is the client's responsibility to read and comply with any changes communicated via email.
- \_\_\_\_\_ Clients are expected to 'Clock-in/Clock-out' of the kitchen via keycard/fob (or otherwise requested by Kitchen Management). This information may be provided to the health department upon request and may be used in comparison to hours booked for billing purposes. We do NOT intend to micro-manage this process, so please don't make us! Failure to log out increases the workload on Kitchen Management and puts us at risk with BFHD when they see they can't trust our policies: therefore, failure to log out will result in a penalty of \$25 each time. Leniency may be granted for rare occurrences.
- \_\_\_\_\_ It is your responsibility to comply with all applicable regulations associated with your business! (e.g., WSDA/FDA/Health Department/City & State Licensing). Additionally, your controls (or lack thereof) should never interfere with another client's business. Please be considerate and open to feedback. Kitchen inspections by regulatory agencies indicating shortfalls in your business practice(s) will require your IMMEDIATE corrective action! Any second shortfalls may result in termination of this contract!
- \_\_\_\_\_ Kitchen supplies are intended for kitchen use only. Please do not remove or 'stash away' for private use. If the provided supplies do not fit your needs, please purchase your own.
- \_\_\_\_\_ Kitchen equipment (including stationary tables) shall not be re-arranged without kitchen management approval. This does not include storage cages or portable carts/Tables with casters. However, these should be maneuvered with caution as you are responsible for any damage.
- \_\_\_\_\_ Open food items should not be STORED in the walk-ins. Uncovered foods are allowed for cooling purposes, IAW Health Dept regulations. However, food must be covered prior to you leaving the



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kitchen for the day. Your stored food items should not leak or affect other clients. Storage on top of shelving units is not permitted, without approval which will only be granted for temporary purposes.

\_\_\_\_\_ Clients shall ensure all employees (or other people inside the kitchen) are appropriately trained on kitchen rules/regulations. Their conduct is your responsibility.

\_\_\_\_\_ This is a limited access facility. If you allow anyone access to the facility... you are responsible for them. [Note to clients: Do not just 'show up' and expect someone else to let you in... we (Kitchen Management) expect that they DON'T let you in (as now you become their problem) ... Bring your own key.] If we (kitchen management) ask you to let them in, they are our responsibility: not yours.

\_\_\_\_\_ 24-hour security surveillance will be in effect within this facility. Clients understand this is considered a public location and that they may be recorded for the protection of all parties involved.

\_\_\_\_\_ In addition to cleaning up after themselves... Clients agree to turn off all equipment used, turn off lights (Obviously if someone else is still using the kitchen, they should turn off the lights), & ensure all doors are closed/locked prior to exiting the kitchen for the day.

\_\_\_\_\_ Clients should park in the private parking lot on the south side of the building first to ensure public street parking is available for short-term parking. Do not leave vehicles unattended overnight without prior approval. Parking in the front of the building should be reserved for loading and unloading only.

\_\_\_\_\_ Live animals are not allowed in the kitchen. Tobacco use or smoking must be conducted outside the kitchen and comply with current regulations on appropriate distance away from doorways. All outdoor litter must be policed by the user.

\_\_\_\_\_ Empty all trash bins used by your company at the end of your shift unless arrangements are made with other clients still using the facility. Trash bins that contain food products and are not emptied attract rodents and insects.

\_\_\_\_\_ Clients agree to keep their private storage areas clean and free of food debris, to not attract mice, bugs, etc. Large appliances are not allowed in private storage rooms (for safety and damage prevention).



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- \_\_\_\_\_ Rented storage space(s) will be completely emptied and cleaned prior to discontinuation of rental. Additional rental fees or cleaning fees may be assessed if conditions aren't met within the allotted time.
  
- \_\_\_\_\_ If the Hood Fire Suppression System is set off due to your (or your employees) negligence, you will be responsible for all costs associated with clean up and system reset. This should be covered under your business liability insurance; however, we wish to make it clear that you should ALWAYS be monitoring all kitchen activities. (e.g. if you plug something into an outlet, if you have something cooking, if you are running water.... You should be watching it).
  
- \_\_\_\_\_ Any court costs or attorney fees resulting from client's non-payment or facility damage is the client responsibility.



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## **Requirement for Business Insurance:**

Clients will, at their own expense, maintain insurance in full force and effect during the term of this agreement in such amounts as to meet the minimum limits of general liability insurance including product liability as contents on the premises and said insurance shall be placed with companies or underwriters satisfactory to Pepper Preppers Kitchen LLC (hereafter PPK). The insurance policy shall be way of limitation, personal injury, property damage, products liability, automobile, aircraft, and contractual coverage, including the obligations pursuant to article 17-Indemnity and waiver of damages, herein.

Pepper Preppers Kitchen LLC and their agents shall be named as additional insured parties with respect to use of the premises which are the subject of this agreement.

The Client shall promptly, upon execution of this agreement, furnish to PPK, appropriate certificates of insurance evidencing coverage affected and to be maintained for term of this agreement. The coverage shall not be less than the term of this agreement. The coverage shall not be less than One Million Dollars (\$1,000,000) combined single limit or split limited equal to and not less than One Million Dollars (\$1,000,000) for personal injury and property damage with respect to each occurrence: such limits subject to periodic adjustments.

The insurance policy shall not be subject to cancellation except after notice to PPK at least thirty (30) days prior to the dates of such cancellation or material change. Where any policy has normal expirations during the term of this agreement, written evidence of renewal shall be furnished to PPK.

\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Pepper Preppers Kitchen (Agent) Signature

\_\_\_\_\_  
Date

## **APPENDIX A:**



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Indicate below your desired starting hours and storage.

You may change your selection at any point IAW our contract (add or upgrade anytime; downgrade or cancel with a 30-day written notice).

Verbal requests to upgrade will be considered a written change request with the first payment following (indicating) the selected changes.

### Kitchen Use Selection:

90 Hours/mth (\$990/mth): \_\_\_\_\_

60 Hours/mth (\$720/mth): \_\_\_\_\_

40 Hours/mth (\$520/mth): \_\_\_\_\_

20 Hours/mth (\$280/mth): \_\_\_\_\_

10 Hours/mth (\$150/mth): \_\_\_\_\_

\*Hourly (Minimum \$150 per year): \_\_\_\_\_

\*( \$17 per hour)

### Storage Use Selection:

Monthly Cold Storage Shelf – 24" x 36" (\$60 ea/mth): # \_\_\_\_\_

Monthly Cold Storage Shelf – 24" x 48" (\$80 ea/mth): # \_\_\_\_\_

Daily Cold Storage Shelf – 24" x 36" (\$10 ea/day or \$40 ea/wk): # \_\_\_\_\_

Caged Area (~6 x 6) (\$125/mth): # \_\_\_\_\_

Rolling Cage: # \_\_\_\_\_ (Shelf / Entire)  
[Shelf (\$40) or Entire (\$100)/mth]

Small Private Room (\$150/mth): \_\_\_\_\_

Large Private Room (\$250/mth): \_\_\_\_\_

Food Truck Parking (\$275/mth): \_\_\_\_\_

Food Truck Parking only includes:

- One electrical plug: \_\_\_\_\_ amp-service
- Access to water

Custom arrangement:

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\_\_\_\_\_  
Client Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Pepper Preppers Kitchen (Agent) Signature

\_\_\_\_\_  
Date