

# PEPPER PREPPERS KITCHEN LLC

713 9th St  
Benton City, WA 99320



## COMMERCIAL KITCHEN USE AGREEMENT

This Commercial Kitchen Use Agreement (“Agreement”) is entered into between **Pepper Preppers Kitchen LLC** (“PPK”) and the undersigned **Client**. This Agreement outlines the terms and expectations for use of the commercial kitchen located at 713 9th St, Benton City, WA 99320.

### CLIENT INFORMATION

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

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

**Business Address:** \_\_\_\_\_

**City / State / ZIP:** \_\_\_\_\_

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

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

**Emergency Contact Name:** \_\_\_\_\_

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

**Type of Business / What You Produce:** \_\_\_\_\_

**Kitchen Needs (equipment, hours, cold storage, dry storage, etc.):**

\_\_\_\_\_

**Preferred Days of the Week (optional):** \_\_\_\_\_

*(Clients may reserve any available time 24/7. This helps PPK understand general preferences.)*

**Expected Start Date:** \_\_\_\_\_

**Regulatory Agency (circle one):**

**WSDA    BFHD    Other:** \_\_\_\_\_

*(If more than one applies, list all.)*

## 1. DEFINITIONS

**Client** – The individual or business entity signing this Agreement.

**PPK** – Pepper Preppers Kitchen LLC, including its owners, employees, and agents.

**Premises** – The commercial kitchen, storage areas, parking areas, and related facilities.

**Equipment** – All kitchen equipment, appliances, tools, and fixtures provided by PPK.

**Storage** – Any dry, cold, or private storage space rented by Client.

**WSDA** – Washington State Department of Agriculture.

**BFHD** – Benton-Franklin Health District.

## 2. TERM & ACCESS

### 2.1 Term

This Agreement is month-to-month and begins upon execution.

### 2.2 Orientation Requirement

Client must complete a Kitchen Orientation before receiving access. (Orientation Checklist is a standalone document.)

### 2.3 Access

- Access is granted via keycard/fob or other method designated by PPK.
- Client is responsible for anyone they allow into the facility.
- Bring your own key; do not rely on others to let you in.

### 2.4 Policies for Reserving Time

Client must follow all reservation procedures and rules outlined in the Policies for Reserving Time document. (*Reservation Policies are a standalone document.*)

### 2.5 Surveillance Notice

The Premises are monitored by 24-hour security cameras in public areas. Cameras are **not** located in restrooms or private areas.

## 2.6 Business Licensing Requirements

Client must maintain all required business licenses and endorsements necessary to legally operate in the State of Washington and the City of Benton City. This includes, at minimum:

- A valid **Washington State Business License**, and
- A current **Benton City Business Endorsement** (if applicable to Client's business type)

Client must provide proof of these licenses upon request and must notify PPK immediately of any lapse, suspension, or expiration. Failure to maintain required licensing may result in suspension of facility access or termination of this Agreement.

## 3. FEES & PAYMENT TERMS

### 3.1 Monthly Plans

Monthly plans are billed in advance and due by the **20th of the prior month**.

### 3.2 Hourly Plan

The Hourly Plan requires a **non-refundable annual minimum payment of \$200**, which provides the Client with **10 hours of kitchen use** at the standard hourly rate of \$20 per hour. These 10 hours must be used within **12 months** of the payment date. Any unused hours **expire** at the end of the 12-month period and do not roll over.

If the Client wishes to purchase additional hours beyond the initial 10, the Client must provide a **\$200 refundable deposit**. Additional hours will be billed at **\$20 per hour** and invoiced as used. The refundable deposit may be rolled over to the next year, applied towards a monthly plan or will be returned when the Client either cancels the Hourly Plan in accordance with this Agreement and has paid all outstanding balances.

### 3.3 Late Fees & Access Restrictions

- Payments not received by the **25th** incur a **\$50 late fee**.
- Access may be restricted if payment is not received by the **1st**.
- Reinstatement requires full payment plus a **\$100 reinstatement fee**.

### 3.4 Rate Changes

PPK will provide **30 days' notice** of any rate changes.

### **3.5 Cancellation Policy**

- 30-day written notice required.
- Notice must be received **before the 1st** of the prior month to avoid additional monthly charges.
- No prorating.
- Annual fees are non-refundable.
- Storage must be emptied and cleaned by the final day.
- Client shall return all keys, access cards, and any other entry devices issued by Pepper Preppers Kitchen LLC. Failure to return all items may result in replacement charges.

### **3.6 Communication**

Policy updates and notices will be sent via email and are considered delivered when sent.

## **4. USE OF PREMISES**

### **4.1 Equipment Use**

- Only operate equipment covered during orientation.
- Do not perform maintenance or adjust settings; contact PPK.

### **4.2 Storage Rules**

- No open food stored in walk-ins except for cooling per BFHD rules.
- All food must be covered before leaving.
- No storage on top of shelving without approval.
- Storage areas must remain clean and free of debris.

### **4.3 Parking**

- Use the private south-side lot first.
- No overnight parking without approval.
- Asphalt in the front of the building is for loading/unloading only.

### **4.4 Animals & Smoking**

- No live animals allowed.
- Smoking must occur outside and away from entrances.
- Outdoor litter must be cleaned up.

## 5. CLEANLINESS & CONDUCT

### 5.1 Client Responsibilities

- Clean all work areas, including tables, walls, equipment, spills, and any surfaces you touch or work around.
- Leave the kitchen **cleaner than you found it**.
- Remove all food waste at the end of each shift.
- If another client is scheduled to use the kitchen within the next 8 hours, leave the dishwasher **on**. If not, turn it **off**.
- Turn off all equipment and lights, and ensure all doors are properly secured before leaving.

### 5.2 Three-Strike Policy

- **1st incident:** Written reminder.
- **2nd incident:** Written notice + **\$125 cleaning fee**.
- **3rd incident:** Written notice to vacate within 30 days.

### 5.3 Clock-In / Clock-Out

- Required for BFHD reporting.
- Failure to log out results in a **\$25 penalty** per occurrence.

## 6. INSURANCE REQUIREMENTS

Client shall maintain the following insurance at their own expense:

- **Commercial General Liability Insurance**
  - \$1,000,000 per occurrence
  - \$2,000,000 general aggregate
  - Includes products liability, personal injury, property damage, and contractual liability
- **Automobile Liability Insurance**
  - \$1,000,000 combined single limit.
    - Clients must carry commercial auto liability insurance if they use a vehicle for business purposes, as general liability insurance does not cover accidents or injuries involving a vehicle
- **Workers' Compensation Insurance** (Required if Client has employees)

**PPK must be named as Additional Insured on a primary and non-contributory basis.**

Certificates of insurance must be provided before access is granted and upon each renewal.

## 7. INDEMNITY

To the fullest extent permitted by Washington law, the **Client agrees to indemnify, defend, and hold harmless PPK**, including its owners, employees, and agents, from and against any and all claims, damages, losses, liabilities, and expenses (including reasonable attorney fees) arising out of or related to:

- Client's use of the Premises
- Client's products, services, or operations
- Actions or omissions of Client's employees, contractors, or guests
- Damage caused by Client to the Premises or equipment

**This indemnity does not apply to claims resulting from the sole negligence of PPK.**

**8. DAMAGE, REPAIRS & LIABILITY**

- Client is responsible for any damage caused by themselves or their employees.
- If the hood fire suppression system activates due to Client negligence, Client is responsible for all associated costs.
- Client must monitor all cooking, equipment, and water use at all times.

**9. TERMINATION**

PPK may terminate this Agreement with 30 days' written notice, or immediately in cases of:

- Unsafe behavior
- Loss, lapse, suspension, or failure to maintain required insurance
- Loss, lapse, suspension, or failure to maintain required business licensing or Benton City endorsement
- Repeated violations
- Non-payment
- Health code violations

**10. MISCELLANEOUS**

- **No Waiver:** Failure to enforce any provision is not a waiver.
- **Governing Law:** Washington State.
- **Notices:** Email is acceptable and considered delivered when sent.
- **Entire Agreement:** This Agreement and its appendices constitute the full understanding between the parties.
- **Amendments:** Must be in writing.
- **Severability:** Invalid provisions do not affect the remainder.

**SIGNATURES**

**Client:**

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

**Pepper Preppers Kitchen LLC (Agent):**

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

**APPENDIX A — Kitchen Use & Storage Selection**

**Kitchen Use Selection**

90 Hours/mth (\$1080/mth): \_\_\_\_\_  
60 Hours/mth (\$780/mth): \_\_\_\_\_  
40 Hours/mth (\$560/mth): \_\_\_\_\_  
20 Hours/mth (\$300/mth): \_\_\_\_\_  
10 Hours/mth (\$160/mth): \_\_\_\_\_  
Hourly Plan (\$20/hr, \$200 annual minimum): \_\_\_\_\_

**Storage Selection**

**Cold Storage (Monthly)**

24" x 36" Shelf — \$60/month each: # \_\_\_\_\_ Refrigerator and/or # \_\_\_\_\_ Freezer  
24" x 48" Shelf — \$80/month each: # \_\_\_\_\_ Refrigerator and/or # \_\_\_\_\_ Freezer

**Cold Storage (Daily/Weekly)**

24" x 36" Shelf — \$10/day or \$40/week (reservation required)

**Dry Storage**

Rolling Cage — Shelf (\$40/mth) or Entire (\$100/mth): \_\_\_\_\_

**Private Rooms**

Small Private Room — \$150/mth + plan: \_\_\_\_\_  
Medium Private Room — \$200/mth + plan: \_\_\_\_\_

**Food Truck Parking**

\$275/mth — Electrical plug: \_\_\_\_\_ amps

**Custom Arrangement:**

\_\_\_\_\_  
\_\_\_\_\_

**Preferred Method of Payment**

Check/Cash: \_\_\_\_\_  
Debit/Credit (3.5% fee): \_\_\_\_\_  
Automatic Withdrawal (1% fee): \_\_\_\_\_

**Appendix A Signatures**

**Client:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**PPK Agent:** \_\_\_\_\_ **Date:** \_\_\_\_\_