



Thank you for your interest in **The Cook's Kitchen**! We think you'll find everything you're looking for in a shared-kitchen right here in our delightful space!

There are few options for renting shared kitchen space in the area and oftentimes they will restrict hours of availability and charge premium rates. With the growth of food trucks in Frederick County there is an even greater need for alternatives. As small business owners, we know all too well the challenges you face in your business and we want to offer you a new option!

The Cook's Kitchen is a recently renovated building with a licensed commercial kitchen that is now available for rent to bakers, caterers, food truck operators, and more. We have plenty of prep area, a full-size double-deck gas convection oven, four burner gas range, dry/refrigerated/frozen storage, 3 bay sink, and grease trap. We offer trash disposal/recycling as well as grease and oil disposal. And NO annual "membership" fees!

We use an online scheduling system which allows you to see exactly what times are open and which equipment is available so you can schedule what you need when you need it! No playing phone tag. No negotiating. No uncertainties.

If this is exactly what you're looking for, the first step is to schedule a visit with ownership and then complete our application. Following approval of your application you will receive a rental agreement outlining all the nitty gritty. We look forward to helping you spend more time selling and growing, and less time scheduling.

319 East Church Street ♦ Frederick, MD 21701 ♦ thecookskitchen319@gmail.com

Mailing address: 126 N East St ♦ Frederick, MD 21701

Owned and operated by The Winder Company



319 East Church Street
Frederick, MD 21701
thecookskitchen319@gmail.com
Mailing address: 126 N East St
Frederick, MD 21701

APPLICATION

Name: _____ Contact Phone: _____ Date: _____

Business Name: _____ Email: _____

Home Address: _____ Business Address (if different): _____

◆ **Business Status (check one):**
 New Existing Other: _____

◆ **Business Type (check one):**
 Baker Caterer Food Truck Other: _____

◆ **Description of Business (incl your target market & intended sales location):** _____

◆ **Ingredients & Equipment Utilized:** _____

◆ **Number of Employees (including yourself):** F/T _____ P/T _____

◆ **Estimated Number of Kitchen Hours Needed (check one):** per week _____ per month _____

◆ **Grease/Oil Disposal Needed:** yes no **Storage Needed:** Dry Refrigerator Freezer None

◆ **Estimated Frequency of Need:** One Time Occasionally Daily Weekly Monthly

◆ **Do you have a HACCP plan & current Frederick County Health Department License?** Yes No

◆ **Do you have product/liability insurance?** Yes No

◆ **Additional Comments:** _____

◆ **Emergency Contact Name:** _____ **Phone:** _____ **Relationship:** _____

◆ **Vehicle Make (for parking):** _____ **Model:** _____ **Color:** _____ **Tag #:** _____



KITCHEN FACILITIES RENTAL AGREEMENT

This Kitchen Facilities Use Agreement is made as of _____, 2021 (the "Effective Date") by and between The Winder Company dba The Cook's Kitchen (the "Provider") and _____ (the "Client"), regarding the rental of The Cook's Kitchen commercial kitchen space (the "Facilities") located at 319 East Church Street, Frederick, MD 21701 (the "Site").

1. Conditional Use. As long as Client has complied and continues to comply with all the terms and conditions of Agreement and has provided all required documents as listed in Addendum D to Provider, Client shall be granted the non-exclusive right to use the kitchen facilities. If Client terminates Agreement by abandonment or failure to pay, any and all property, real or personal, remaining at the Site shall become and remain property of the Provider; and Client shall have no rights to any other equipment, furniture, products, supplies, data, writings or other personal property of the Provider. In the event the Agreement must be terminated by Provider for failure of Client to comply with conditions of use, Client shall discontinue use and remove any equipment or other items placed at the Site within the timeframe set forth by the Provider.

2. Nature and Conditions of Use. Client agrees to use the Facilities for the exclusive purpose of preparing food as specified in HAACP plan, ensure sanitary condition of the Facilities, comply with all applicable laws with respect to use of the Facilities, consumption of any food prepared at the Site, and any additional all laws, rules and regulations that may be in force at the Site during the Period of Use. Client further agrees to take good care of the Facilities and comply with this Agreement and all policies/procedures as listed in Addendum E or otherwise established by Provider regarding use of the Facilities at the Site. At the end of each scheduled Period of Use, Client agrees to leave the Facilities and the Site in clean condition as per policies and procedures of Provider. Failure to do so will result in a Cleaning Fee of \$30/hour with a 1 hour minimum; this fee will not be pro-rated and will apply to each Period of Use episode.

3. Management and Scheduling. Provider maintains sole authority and discretion, to manage and schedule the Site, including the establishment of appropriate policies and procedures as well as identification and selection of users for times/uses other than those stated in this Agreement. Client agrees to use online scheduling/billing program as selected by Provider and will be granted access upon delivery of signed Agreement and deposit to Provider. Client acknowledges that a 48 hour notice to Provider is required for cancellation of any reserved Period of Use and furthermore acknowledges that failure to provide required notice will result in a cancellation fee as specified in Addendum C.

4. Included Items and Services. Only items and services listed in Addendums A & B of this Agreement are available for Client use and no other items, services, or equipment shall be made available by Provider. On occasion equipment belonging to other Clients may reside at the Site, but is not included in the terms of this Agreement and as such is not available for use by anyone other than the Client to whom it belongs. This equipment will be identified as “personal”.

5. Payment. Prior to commencing use of Facilities, Client is required to pay to Provider a deposit of \$250.00 payable by cash or check. Provider agrees to place deposit in escrow until such time as Client no longer requires use of the Site at which time it shall be returned within a period of three (3) days subject to satisfactory assessment of Site conditions by Provider. With the exception of payment of the deposit, the Client will make electronic payments via credit or debit card for fees/plans as outlined in Addendum C. Client acknowledges that fees will not be pro-rated for any reason and that Provider offers no partial refund for any unused portion of a Period of Use.

6. Insurance. Prior to commencing use of Facilities Client is required to provide proof of insurance in the amount of \$500,000 for general/product liability in the form of a Certificate of Insurance, or other document as approved by Provider, with The Cook’s Kitchen named as additional insured and loss payee. If Client’s insurance renewal period falls within the Period of Use, Client must forward updated documents to Provider within seven (7) days in order to continue using Facilities.

7. Indemnity. Client shall indemnify, hold harmless and defend Provider for, from and against any claim, cost, liability, loss, or expense related to or arising from the selection or scheduling of other users of all or a portion of the Site. Client further agrees to hold Provider harmless from any claim, cost, liability, loss, or expense (including reasonable attorney’s fees and court costs) arising out of (i) breach, or any allegation of a breach, by Client pursuant to this Agreement (ii) fault or negligence, or any allegation of fault or negligence, of Client, its employees or agents (iii) Client’s access to or use of the Facilities (iv) damage to any property or injuries, sickness or death of any person caused by, or alleged to be caused by, any work or operations performed by Client or any other entity under or by reason of this Agreement OR which damage, injury, sickness or death occurs on, in or about, or is claimed to have occurred on, in or about the Site, or relate to, or is claimed to relate to, access to or use of the Facilities. Provider shall be excused from

7. (con't) performance pursuant to this Agreement for any period it is prevented from performing in whole or in part, as a result of an act of God, war, civil disturbance, court order, labor dispute or other cause beyond its reasonable control, and such non-performance shall not be a ground for liability to Provider. Except as agreed upon in writing by the parties, Provider shall have no obligation to pay any amount (other than amounts to be reimbursed by Client in accordance with this Agreement) or incur any other obligation or liability in order to permit its provision of the Facilities. The provisions of Section #7 shall survive termination of this Agreement for any reason.

8. Licensing/Certifications. Prior to commencing use of Facilities Client is required to forward to Provider proof of a Frederick County Health Department Food Service License, a Hazard Analysis Critical Control Points (HACCP) plan, and any other license/certificate as may be required by law, to be posted at the Site.

9. Costs of Operation. Except as otherwise provided in this Agreement or agreed upon in writing by Provider and Client, Provider and Client shall each be responsible for any costs and expenses it incurs related to this Agreement or operation of its business.

10. Acceptance. Client hereby acknowledges that it has been offered the opportunity to independently examine and evaluate the Facilities.

THEREFORE, CLIENT ACCEPTS THE FACILITIES “AS IS” AND PROVIDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE FACILITIES, OR RESULTS TO BE DERIVED FORM THE USE OF THE FACILITIES BY CLIENT OR OTHERS.

The provisions of this Section (Section #10) shall survive termination of this Agreement for any reason.

11. Confidentiality. Provider and client acknowledge and agree that the Facilities may be used simultaneously by other Clients and that, in the production of food products, the use of recipes, techniques, sources of ingredients, and other information owned and used by Clients may constitute trade secrets or other confidential information. For the protection of all Clients' businesses Provider and Client further acknowledge and agree this information is to remain confidential with the exception of disclosure to Provider as required for product authorization, training, or any other service deemed necessary by the Provider. In the course of using the Facilities the Client shall make reasonable efforts to avoid other Clients' confidential information and will refrain from deliberate intrusion into confidential information owned by other Clients.

12. Miscellaneous. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter, supersedes all prior agreements between the parties, and will remain in effect until terminated by Client with the required 30 day notice. No waivers or modifications to this Agreement shall be binding unless executed in writing and by all of the parties; failure to comply with the Agreement will result in unilateral termination of the

12 (con't) Agreement and/or legal action if deemed necessary. If any legal action, arbitration or proceeding is brought for the enforcement of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in the action or proceeding, in addition to any other relief to which it or they may be entitled. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, by first class mail, registered or certified, postage pre-paid, and properly addressed as follows:

To Provider: The Winder Company
dba The Cook's Kitchen
126 N East Street
Frederick, MD 21701

To Client: _____

This Agreement shall be construed in accordance with and governed by the laws of the State of Maryland. If any provision of this Agreement, or any portion of such provision is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement shall be construed to remain fully valid, enforceable and binding upon the parties until terminated according the Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have duly executed it on the day and year set forth herein below.

RENTER:

THE COOK'S KITCHEN:

Authorized Signature Date

Authorized Signature Date

Print Name

Print Name

ACKNOWLEDGEMENT REGARDING PREPARATION OF FACILITIES:

I, _____, acknowledge that I am responsible for bringing my work area up to sanitation standards prior to each use.

RENTER:

Authorized Signature Date

Addendum A: Equipment/Items/Services Included In Rental Fee

- Prep Tables
- Speed Rack
- Microwave
- Blender
- 20 Qt Mixer
- Food Processor
- Four Burner Gas Range
- Double Deck Full-Size Gas Convection Oven
- 3 Compartment Sink
- Utilities
- Trash and Recycling including receptacles and trash bags
- Parking while on site only
- Dishwashing supplies and sanitizer tablets
- General cleaning supplies—mop/bucket, broom/dust pan, disinfectant spray)
- Paper towels and soap for hand washing station
- Rest room supplies, soap, toilet paper, paper towels
- Video surveillance on entry door
- Grease trap cleaning and maintenance

Addendum B: Equipment/Items Available For Additional Charge

- Dry Storage
- Refrigerated Storage
- Freezer Storage

Addendum C: RENTAL & MISCELLANEOUS FEES

(all fees are per hour unless otherwise specified)

	<u>PRICE</u>	<u>MINIMUM</u>
• FULL KITCHEN USE includes all available equipment (does not include overnight storage)	\$20	2 hour
• REFRIGERATOR/FREEZER STORAGE one shelf per rental fee	\$15 per month	
• DRY STORAGE one shelf per rental fee	\$10 per month	
• TCK ADMIN FEE miscellaneous operating/bookkeeping expenses	\$10 per month	
• CANCELLATION FEE cancellations with less than 48 hour notice	50% of applicable rental fee	
• CLEANING FEE incurred if rental space is left in unacceptable condition	\$30 per occurrence	1 hour

Addendum D: Checklist of Required Items

- Completed Application
- Signed Kitchen Rental Agreement
- Security Deposit
- Copy of valid Driver's License
- Certificate of Insurance
- Copy of Frederick County Health Department License
- Copy of HACCAP plan
- Building Orientation
- Instruction in scheduling/billing system
- Instruction in grease trap maintenance (FOG Training)

Addendum E: Policies & Procedures, p1

Client will:

- Clean all equipment and work areas used (including counters, floors, sinks, etc)
- Remove trash and recycling to outside receptacles (trash must be in bags provided)
- Report low stock on any of the Provider-supplied items
- Provide all cooking items, ingredients, utensils, and small wares to be used
- Maintain/renew/update all required documents and contact information
- Provide emergency contact information to Provider
- Follow all posted guidelines/rules
- Use space only for activities indicated in Agreement
- Obtain approval from Provider for anyone under 16 years of age to be on Site
- Smoke only in designated smoking area (gravel parking lot)
- Ensure any items in storage are covered/sealed
- Remove any spoiled products from the Facilities
- Provide 48 hour notice of the need to cancel reservation
- Provide 30 day notice of intent to terminate Agreement
- NOT use storage space unless designated for them
- NOT use any equipment labeled as "Private" or "Personal"
- NOT use other Clients' food products or small wares
- NOT remove any Provider-owned equipment from the Site
- NOT share security entrance code with anyone not identified in Agreement
- NOT paint or otherwise attach any signage or posters to the Facilities

Addendum E: Policies & Procedures, p2

Provider will:

- Maintain Provider-supplied items
- Inspect Facilities daily
- NOT take responsibility for any lost, stolen, or damaged items
- Clean the premises bi-weekly (floors, bathroom, ovens, windows, and counters)
- Ensure all equipment is in proper working order and repair as necessary
- Maintain grease trap cleaning schedule
- Maintain disposal system for cooking oils and grease