

## Plenty! Kitchen Rental Agreement

This agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between Plenty! Inc., (hereinafter called landlord) and \_\_\_\_\_ (hereinafter called tenant).

The landlord and tenant agree that:

1. The landlord has this day agreed to allow tenant use of the kitchen located at and described as: Plenty! Farm and Food Bank, 192 Elephant Curve Road in Floyd, VA, County of Floyd. The term of this agreement shall be from \_\_\_\_\_ on \_\_\_\_\_ until \_\_\_\_\_ on \_\_\_\_\_.

2. The Tenant shall pay Landlord based on the following with a security deposit of 20% based on the full rental amount or \$100, whichever is less. Payable prior to each time of use or at the beginning of the month, if rental is on a weekly or monthly basis.

### A. Rental costs for non-profits

Whole building: half day (3-4 hours) = \$80, full day (6-8 hours) = \$140

Second floor Meeting Room:	Kitchen:	Covered Porch:
1 hour = \$15	1 hour = \$10	1 hour = \$10
Half day (3-4 hours) = \$25	Half day (3-4 hours) = \$20	Half day (3-4 hours) = \$15
Full day (6-8 hours) = \$35	Full day (6-8 hours) = \$30	Full day (6-8 hours) = \$20

### B. Rental costs for the general public and for-profit groups

Whole building: half day (3-4 hours) = \$150, full day (6-8 hours) = \$250

Second floor Meeting Room:	Kitchen:	Covered Porch:
1 hour = \$30	1 hour = \$20	1 hour = \$20
Half day (3-4 hours) = \$45	Half day (3-4 hours) = \$40	Half day (3-4 hours) = \$30
Full day (6-8 hours) = \$60	Full day (6-8 hours) = \$60	Full day (6-8 hours) = \$40

C. Rents are to be delivered to 192 Elephant Curve Road, Floyd VA by the first of each month or mailed to same. All payments should be made payable to Plenty! Inc.. Any monthly rent not received by Landlord on or before the first shall be delinquent and all privileges of this contract are null and void. If arrangements have been made in advance, there will be a late charge of 10% of the gross monthly rent for any amounts received after 9:00 AM on the 2nd calendar day of the month, or postmarked after the first calendar day of the month. Payments will be applied to outstanding balances first, this includes, but is not limited to, and past due rent, then current rent, and the remainder will be applied to late fees and fines. If the rent due/delinquent date falls on a weekend or holiday, it is the Tenant's responsibility to make sure rents are still paid on time. A charge of \$30.00 may be applied to cover extra costs of handling a returned check. Following the return of any check for any reason, thereafter the Tenant shall make all payments under the agreement with a certified check or money order only.

3. Tenant and Landlord agree that the following utilities are included in the monthly or hourly rate: Electricity, Natural Gas, and Water/Sewer. It is the responsibility of the tenant to remove his/her trash from the premises after each use.

4. Tenant and Landlord agree that the following basic kitchen supplies will be provided as part of the month or hourly rate: Paper towels, Toilet Paper, Bleach/Sanitizer, Dish Soap, Hand Soap, Baking Pan Liners, Surface Cleaners (Soft Scrub, Windex), Scrub Sponges, Mop, Mop Bucket, Broom, and Dust Pan.

5. Tenant and Landlord agree that the Walk-In Refrigerator and Freezer may be used during time of hourly rental.

6. The tenant will be given access to the building by one of the Plenty! Staff members and, if necessary, will assist in securing the building after each use.
7. Tenant is responsible for maintaining any food licenses applicable to his/her business.
8. Tenant must provide to Landlord a current copy of his/her Business/Food Vendor Insurance.
9. The tenant shall:
  - A. Maintain the cleanliness of the kitchen as outlined in the attached Plenty! Kitchen Guidelines.
  - B. Make no alterations, installations, repairs or redecoration (including painting) of any kind to the premises without first obtaining written permission from the landlord.
  - C. Pay for any damage to the leased premises caused by an act of the tenant or any members of the tenant's family, guest(s), customer(s), and/or employee(s).
  - D. Be responsible for liability, theft, and accident pertaining to the kitchen usage, unless caused by landlord's negligence.
  - E. Abide by governmental laws and regulations regarding care and occupancy of the premises.
  - F. Give prompt notice to landlord or manage of any maintenance required.
  - G. Not allow animals in the building or grounds, except for service animals.
  - H. Not allow use of alcohol without appropriate ABC license.
  - I. Not allow use of tobacco, guns or flammable substances, including fireworks, on the grounds, and use of the river or surrounding areas is strictly prohibited.
10. The landlord shall be responsible for the following maintenance duties during the term of this agreement except to the extent that any such item is made necessary by the acts of the tenant, tenant's family, guest(s), customer(s), and/or employee(s):
  - A. Repairs to the interior of the premises including the named equipment.
  - B. Coordination of kitchen schedule, and general kitchen operations.
11. If the building is destroyed and made untenable by fire or other causes, the landlord or tenant shall have the right to terminate the lease, and landlord shall return the unused portion of any prepaid rent. Nothing herein shall be construed so as to compel the landlord to rebuild the premises in case of destruction.
12. All notices to quit and evictions shall be issued in strict adherence to the laws of Virginia.
13. In the event of any legal action concerning this lease, the losing party shall pay to the prevailing party reasonable attorney's fees and court costs to be fixed by the court wherein such judgments shall be entered.
14. If tenant abandons the premises or, upon legal termination of agreement, has his/her personal effects remaining upon the premises, said belongings become the property of the landlord, to be disposed of as (s) he so chooses.

Landlord:

Tenant(s):

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_