

Distinguished Foods Kitchen Rental New Tenant Packet

Distinguished Foods Kitchen Rental

4611 36th Ave. SW

Seattle, WA 98126

206-935-0432

DistinguishedFoodsKitchenRental.Com

This packet can be found online at:

www.distinguishedfoodskitchenrental.com/new-tenant-info-packet

Distinguished Foods Kitchen Rental Application 2021

Tenant Information:

Today's Date: _____/_____/_____

Name of Company: _____

Mail Address: _____

Shipping Address: _____

Phone #1: _____

Phone #2: _____

Email/Website: _____

Owner/Contact Person: _____

Secondary Address: _____

Driver License ID#: _____

Tenant Rentals:

- Full Time With key access, come & go as you please, use all equipment, and storage: _____
- Part Time No key, access during business hours only, equipment restrictions, and no storage: _____
- Hourly No key, access during business hours only, equipment restrictions, pay by the hour, no storage: _____

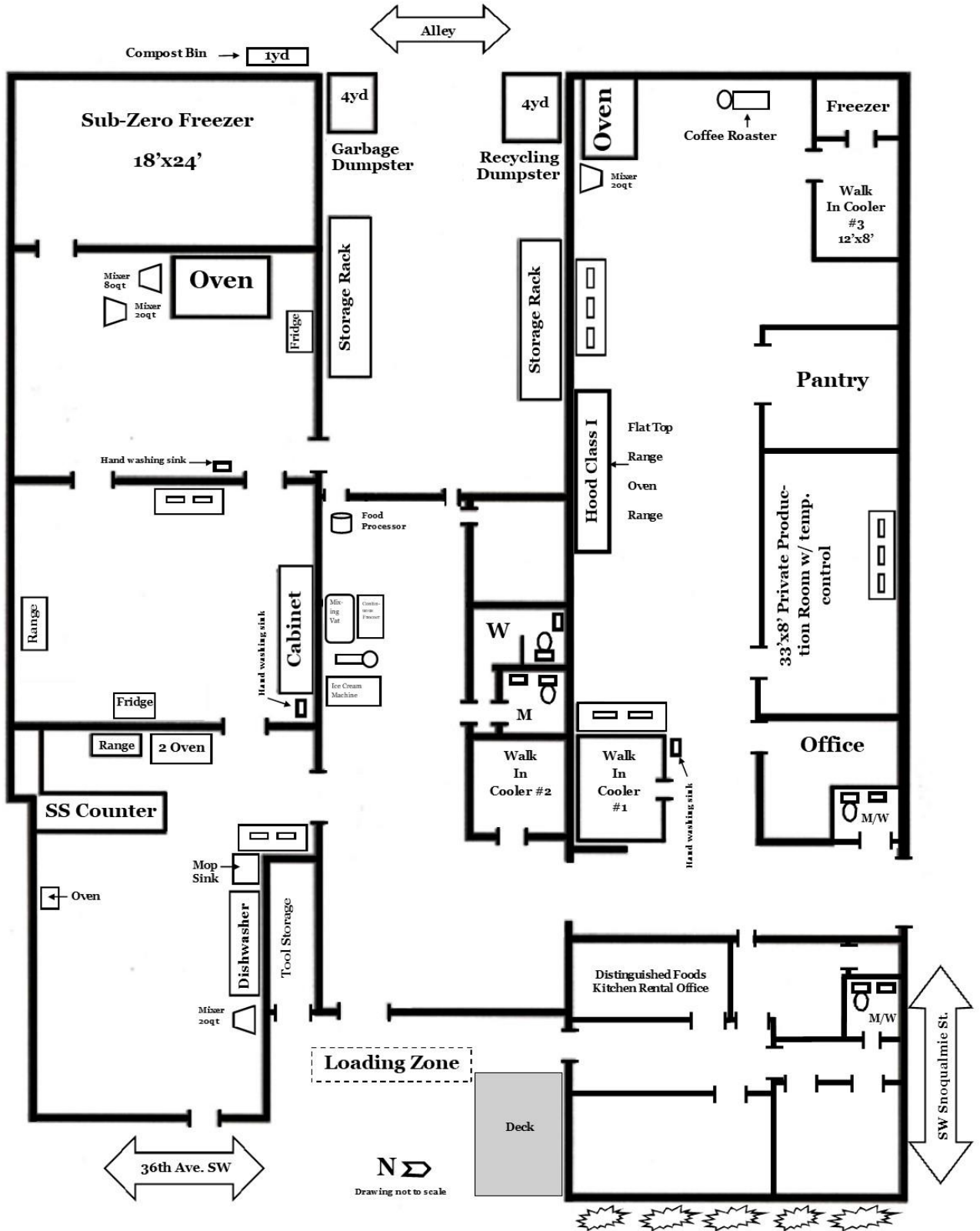
What we need from you before you move in:

- Business License
- Health Permit (either **King County** or **Washington State Dept. of Agriculture**)
- Liability Insurance (\$500,000 minimum)
- Copy of Driver License

Business Reference: _____

Personal Reference: _____

Name address & phone number from previous employer and landlord:



Distinguished Foods Kitchen Rental

Rent our Commercial/Commissary Kitchen Space and reduce your production expenses!!!

- ❖ Rent space now at Distinguished Foods Kitchen Rental Commercial Kitchen in West Seattle. We are located just three blocks off of the West Seattle Bridge in an easily accessible location with street and off-street parking.
- ❖ Recommended by the Washington State Department of Agriculture and the Public Health Departments of Seattle and King County.
- ❖ Commissary Kitchen where foods are processed from raw to ready-to-eat for retail or wholesale.

We have three levels of Tenant Rental to choose from:

1. Full Time = With key access, come & go as you please, use all equipment, and storage
2. Part Time = No key, access during business hours only, equipment restrictions, and no storage
3. Hourly = No key, access during business hours only, equipment restrictions, pay by the hour, no storage

On Site Equipment:

Walk-in Freezer (2)
Walk-in Coolers (3)
Double door refrigerator
80 qt mixer
20 qt mixers (2)
Hobart Food Processor
Commercial dishwasher
Imperial range stove top and Oven (2)
Imperial stand-alone convection oven
Baxter Advantage II walk-in oven w/ rotating rack
Blodgett Double-decker convection oven
Double oven w/ Stove top (2)
Baxter Revolving Tray oven
Hand washing stations (3)
Three compartment sink (2)
Two compartment sink (3)
Various sizes stainless steel prep tables (8)
Various sized storage shelving

The rental fees for part time and full time depend on a few variables. What you plan on producing, what equipment you will use, what equipment you bring in, how many employees you have, how much freezer/cooler space you will use, and a few other things. I will give you the ballpark figures, utilities are included;

We have three levels of Tenant Rental to choose from:

- Full Time = Key, come & go as you please, use all equipment, and on-site storage Full Time= \$1,300-\$4,000 per month
- Part Time = No key, access during business hours only (8am-4pm), equipment restrictions Part Time= \$800-\$1,250 per month
- Hourly = No key, access during business hours (8am-4pm), employee restrictions, equipment restrictions, pay per hour Hourly= \$35-\$50

Once again these are just the ranges, if you would like to fill out the USI Kitchen Rental Application and tell us exactly what you would like to do at the kitchen I can give you a more accurate price. Please feel free to contact me for more information.

Resources:

Food Truck/Trailer Storage Only: Bridge Outside Storage ask for Tony 206-204-2222

Food Truck/Trailer Builder: See our friends at NorthwestMobileKitchens.com they are local builders of Food Truck/Trailers. 503-704-2450

Business Banking: HomeStreet Bank ask for Ginger Wasylik Ginger.Wasylik@homestreet.com 206-933-3091

Business Insurance:

1. Angie Douglas at Douglas Insurance.com 206-324-7400 douglasinsurance@comcast.net
2. Food Liability Insurance Program (FLIProgram.com)
3. InsureMyFoodTruck.com
4. <https://st8wide.com/>

Contacts for Health Permits:

Washington State Department of Agriculture

Contact: Victoria Shaffer

206-402-1984

Vshaffer@agr.wa.gov

King County Public Health

Contact: Dominique H. Gilley, Health & Environmental Investigator II

206-477-8181

Dominique.gilley@kingcounty.gov

Use of Commissary / Shared Kitchen Agreement

All Food Establishments must operate out of an approved facility located within King County. Many food operations such as Mobile Food Units and Caterers utilize commissaries that are not under their own ownership. This form shall be completed if you are not the owner of the commissary or if you will be sharing kitchen facilities with other vendors.

The commissary must have facilities for supply storage, equipment cleaning, food preparation and other servicing activities. Minimum plumbing requirements for a commissary include a 3-compartment sink, a mop sink for dumping waste water, and a hand wash sink. An indirectly drained food preparation sink will be required if produce washing occurs as part of the preparation activity. Plan/Permit approval is contingent upon thorough documentation of the servicing activities to be performed at the commissary. Provide scale drawings of the commissary kitchen showing the food service equipment and storage to be used. (All of these items must be addressed as incomplete plan submittals may delay approval.) Indicate which of the following services will be allowed for use at the commissary:

- | | |
|-------------------------------------------------------------------------|---------------------------------------------------------|
| <input type="checkbox"/> 3-Compartment Sink | <input type="checkbox"/> Hand Wash Sink |
| <input type="checkbox"/> Food Prep Sink | <input type="checkbox"/> Commercial Refrigeration Space |
| <input type="checkbox"/> Dry Storage Space (square feet) _____ | <input type="checkbox"/> Freezer Space |
| <input type="checkbox"/> Restroom Access | <input type="checkbox"/> Ice Machine |
| <input type="checkbox"/> Key Accessibility to Commissary (If necessary) | <input type="checkbox"/> Cooking Equipment |
| <input type="checkbox"/> Preparation Table/Equipment | <input type="checkbox"/> Mop Sink |
| <input type="checkbox"/> Off Street Parking for trucks/trailers | <input type="checkbox"/> Other: _____ |

Commissary Information

Name of Business: _____ Permit Number: **PR**
 Address: _____ City: _____ Zip: _____
 Contact Person: _____ Phone: _____
 Email: _____ Business Hours of Operation: _____
 Do other vendors use this commissary? Yes No If so, how many? _____

Mobile Unit/ Caterer/ Vendor Information

Name of Business: _____ Permit Number: **PR**
 Owner: _____ Phone: _____
 Email: _____ Days/Time at Commissary: _____
 Address: _____ City: _____ Zip: _____

 (Commissary Owner/Agent – Printed Name & Title)

 (Mobile Unit/Caterer/Vendor– Printed Name & Title)

 (Commissary Owner/Agent – Signature & Date)

 (Mobile Unit/Caterer/Vendor– Signature & Date)

This agreement between the owner of the commissary and the operator of the mobile unit, caterer or vendor signifies that both parties agree to the allowed use of the commissary as specified. Note that this agreement is not transferable. Should there be a change in ownership of either the commissary or mobile unit/caterer/vendor, or should there be any modification or cancelation of this agreement between parties, then the Public Health – Seattle & King Permanent Food Service Establishment Permit may be suspended.

Available in alternative format upon request pursuant to ADA

For Office Use Only:

Health Officer approval for use of commissary by the mobile food unit owner/vendor identified above:
 Health and Environmental Investigator/MPRAF Compliance Officer:

 Print Name Signature Date

DISTRICT HEALTH CENTERS

DOWNTOWN
 401 5th Ave, 11th Floor
 Seattle, WA 98104
 206-263-9566

EASTGATE
 14350 S.E. Eastgate Way
 Bellevue, WA 98007
 206-477-8050

**Sample
Document**

Distinguished Foods LLC

RENTAL AGREEMENT

THIS AGREEMENT is made this 32nd Day of _____ 2021, by and between **Distinguished Foods LLC** hereinafter called “Landlord” and **Your Company Here** hereinafter called “Tenant”.

WITNESSETH

PREMISES: Landlord does hereby rent to Tenant, a specific area of kitchen space and amenities on the premises commonly known as **Distinguished Foods Kitchen Rental** of Seattle located at 4611 36th Avenue S. W. Seattle, WA 98126. This rental is on a **non-exclusive** time-sharing basis with other tenants.

TERM: The term of this agreement is on a **month to month** scheduled basis and commences on the 32nd day of _____ 2021 and continues until terminated by either party. Tenant may terminate this agreement by giving 60 days written notice to Landlord. Landlord agrees to give Tenant 30 days written notice of termination of tenancy, providing all other terms of agreement are met unless an emergent/urgent situation arises that prevents Landlord from providing the full 30-day notice. All other provisions of a scheduled rental agreement including other notices of changes in rentals or fees are as provided by law.

RENT: Tenant covenants and agrees to pay to Landlord at the offices of Landlord, **4611 36th Ave. S.W. Seattle, WA 98126** or to such other party or at such other place as Landlord may hereafter designate, the full monthly rent for time scheduled and agreed upon. Rent is due in advance of using the kitchen. This amount is for the rental time schedule to be mutually agreed upon and scheduled. Additional usage hours may be scheduled for time in excess of this “Base rent” on a time available basis. Additional hours used will be billed and are due and payable with the following month’s rent. The rental rate includes basic kitchen rental, utilities, agreed upon dry/cooler/freezer storage, and equipment usage. Additional fees will be assessed for additional cooler/freezer, and/or dry storage used, certain supplies provided for tenants’ convenience, and janitorial services if tenant is not cleaning area to Landlords standard of cleanliness.

Rental plan **Full-Time** is chosen at the rate of \$_____ per month for ___ days a week (Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, & Sunday) of food prep for food operation. The rental rate will be reviewed annually.

It is understood that this plan is for **one** workstation and scheduled time in the kitchen. Use of additional days and workstations will entail additional fees.

Landlord hereby acknowledges receipt of (\$_____) dollars for First & Last Month’s

rent, plus a three hundred dollar (\$300.00) nonrefundable fee for equipment wear and tear. This brings you to a total move in cost of \$_____.

If Tenant is in possession of the premises for a portion of a day, the daily rental rate will not be prorated.

Rent due date is the first day of every month for monthly rental. Hourly tenant rent is due before work begins and starts at time scheduled, not when you show up. Please be on time for your scheduled rental time. Any rental payments not fully paid or received after the rent due date will be subject to a late fee of \$50.00, after the fifteenth day of the month the late fee is \$100.00. A 4% transaction fee will be applied in addition to monthly/hourly rental rate if payment is made with debit/credit card. If for any reason the credit card being charged is declined, Tenant will be notified immediately. Access to the kitchen will be restricted until full payment has been received. For returned checks Landlord will assess Tenant a \$35.00 fee.

TENANT RESPONSIBILITIES:

Failure to adhere to the following Tenant Responsibilities can/will result in additional fees being billed to Tenant, immediate cancelation of this rental agreement, and/or eviction from kitchen.

Tenant shall maintain a valid; City of Seattle business license, insurance certificate with Distinguished Foods LLC listed as an additional insured, Washington State Food Worker Card for each employee, and a current health permit from either King County Public Health or the Washington State Department of Agriculture. Landlord will be provided a current copy of all above documents.

Tenant shall be solely responsible for any fines/fees or punishments levied by any health department or other agencies related to Tenants activities.

Tenant shall report any personal injury or property damage arising at any time during and/or arising out of, or in any way connected with Tenant's use or occupancy of the kitchen.

Tenant is solely responsible for supervising all individuals in the kitchen working/visiting or making a delivery for/to them. Tenant is responsible for any harm or damage these individuals/companies cause. Landlord reserves the right to evict/ban any individual/company from the facility at any time if their conduct is deemed to be destructive or detrimental in any way to the kitchen facility, other tenants, or environment.

Tenant is responsible for furnishing all small wares needed for their food production process. Do not touch anyone else's items in the kitchen unless you have their permission. Taking things that do not belong to you is stealing.

Tenant is responsible for ensuring the cleanliness of all kitchen areas and common areas used. All garbage, recycling, and compost created will be taken out to dumpsters daily.

Tenant is responsible for proper/safe use of all equipment. Ignorance or negligence is not an excuse for damaging equipment. If any equipment is damaged it will be repaired by Tenant.

Guns/firearms, and weapons of any kind are not allowed on the premises. No exceptions.

This is a non-smoking facility. Also not permitted in the facility; drugs, alcohol, animals, and children/minors.

UTILITIES AND FEES: Rents are inclusive of all utilities and taxes. Additional fees may be assessed for refrigerated and dry storage, certain supplies provided for tenants' convenience and janitorial services if Tenant doesn't clean up area.

COMMON AREAS: The kitchen facility is operated as a shared use facility, equipped with commercial stoves, commercial dish washer, ovens, sinks, tables, and other food preparation equipment and as such all areas with the exception of certain proprietary storage areas are common areas, and are in common use by all tenants.

REPAIRS AND MAINTENANCE: Premises have been inspected and are accepted by tenant in their present condition. Tenants will always keep the premises neat, clean, and in a sanitary condition, and keep and use the premises in accordance with all applicable laws, ordinances, rules, health codes, regulations, and requirements of governmental authorities. Tenant is responsible for any and all damages to the facility and equipment caused by its employees, contractors, and/or associates. Accidents/negligence is not an excuse for damaging equipment and tenant will be held responsible for any damages. Upon request, Landlord will provide instructions or operation manuals for all kitchen equipment that will be used by Tenant, Tenant is responsible for reading, understanding and knowing how to use all kitchen equipment. Not knowing how to use equipment is not an excuse for misusing or damaging equipment and tenant will be held responsible. Except for the roof, exterior walls and foundation which are the responsibility of the landlord, tenant shall make such repairs as necessary to maintain the premises in as good condition as that at the time of delivery of possession or as thereafter improved by landlord. *Primary North Kitchen Tenant: Tenant shall provide all appropriate cleaning supplies garbage bags, paper products, and soaps for hand washing and other uses.*

Tenant is advised that grease, along with all other food waste is always to be disposed of in the compost/food waste bins and never put down any of the drains. If excess grease is noted in the drains tenant will be held responsible for expenses associated with clean up and/or clearing of drain.

ALTERATIONS: No alterations may be made to premises without prior written consent of Landlord. If alterations are approved, Tenant agrees in the performance of such work, to comply with all laws, ordinances, rules and regulations of any proper public authority, and to save Landlord harmless from damage, loss or expense. Upon termination of this agreement and at Landlord's request, or approval, tenant shall remove such improvements and restore the premises to the original condition not later than the termination date, and at tenant's sole cost and expense. Any alterations not so removed shall be removed at Tenant's expense and tenant shall pay for any damage or cost incurred caused by such removal.

PARKING: Tenant understands that there is no assigned parking on the premises. Use of Loading

Zone in front of building is limited to loading and unloading of vehicles during the period of use. There is no provision for on premises parking.

LIENS AND INSOLVENCY: Tenant shall keep the premises free from any liens arising out of any work performed for, materials furnished to, or obligations incurred by Tenant and shall hold Landlord harmless against the same. In the event Tenant becomes insolvent, bankrupt, or if a receiver, assignee or other liquidation officer is appointed for the business of Tenant, Landlord may cancel this Agreement at its option.

SUBLETTING OR ASSIGNMENT: Since this is a time-sharing agreement, the Tenant may not sublet or assign any portion of its time to any other party ever.

ACCESS: Landlord shall have the right to access/enter all areas on the premises at all reasonable times for the purpose of inspection, making repairs, additions or alterations, and to show the premise to prospective tenants.

INDEMNIFICATION AND LIABILITY: Landlord or its agent shall not be liable for, and Tenant agrees to indemnify, defend, and hold harmless Landlord and its agents from any and all claims, liabilities, actions, loses, costs, expenses, and/or judgments for damages to property or injury to person, persons, or property suffered or alleged to be suffered on the premises by any person, firm or corporation.

INSURANCE: Tenant agrees to maintain public liability and product liability insurance in the minimum limit of \$500,000.00 for bodily injury or death and shall name **Landlord as an additional insured.** Tenant shall furnish Landlord a certificate indicating that the insurance policy is in full force and effect, the landlord has been named as an additional insured, and that the policy may not be cancelled unless ten (10) days prior written notice of the proposed cancellation has been given to Landlord.

SUBROGATION WAIVER: Landlord and Tenant each herewith and hereby releases and relieves the other and waives its entire right of recovery against the other for loss or damage arising out of or incident to the perils described in standard fire insurance policies and all perils described in the "Extended Coverage: insurance endorsement approved for use in the state where the premises are located, which occurs in, on or about the premises; unless due to the negligence of either party, their agents, employees or otherwise.

DEFAULT AND RE-ENTRY: If tenant shall fail to keep and perform any of the covenants and agreements herein contained, other than the payment of rent, and such failure continues for thirty (30) days after written notice from Landlord, unless appropriate action has been taken by Tenant in good faith to cure such failure, Landlord may terminate this agreement without further notice, and re-enter the premises, and re-rent the time block of Tenant.

COSTS AND ATTORNEY'S FEES: If by reason of any default or breach on the part of either party in the performance of any of the provisions of this Lease, a legal action is instituted, the losing party agrees to pay all reasonable costs and attorney's fees in connection therewith. It is agreed that the venue of any legal action brought under the terms of this Agreement may be in the county in which the Premises are situated.

NO WAIVERS OF COVENANTS: Any waiver by either party of any breach hereof by the other shall not be considered a waiver of any future similar breach. This agreement contains all the agreements between the parties, and there shall be no modification of the agreements contained herein except by written instrument.

SURRENDER OF PREMISES: Tenant agrees, upon termination of this agreement to peacefully

quit and surrender the premises without notice, leave the premises neat and clean, and to deliver all keys and other items belonging to Distinguished Foods LLC/Landlord.

USE: Tenant shall use the premises for the purposes of:

The prep and making of _____ by **Your Company Here** for retail and wholesale sales. Tenant will use the Northeast kitchen area and agrees to keep the area clean and clear; two shelves of dry storage will be in the Northeast kitchen room. Tenant is granted permission to operate commercial dish washer and agrees to thoroughly clean equipment and the surrounding area including the floors and walls. Only one **Your Company Here** employee is authorized to work at the kitchen facility unless otherwise scheduled with Distinguished Foods Kitchen Rental Management in advance. Tenant has one rack of refrigeration space in cooler #1. Tenant has one rack of freezer space. Tenant will not bring in any equipment other than one _____. Landlord takes no responsibility for tenant equipment. Should any tenant equipment cease to function it should be repaired immediately or removed from the premises no later than 15 days after malfunction. No other equipment other than small wares will be brought in. Tenant will use the premises and facility for no other purposes, without written consent from Landlord. Tenant will maintain a valid Insurance certificate with Distinguished Foods LLC listed as an additional insured, a Washington State Food Workers Card for each employee, and a current health permit from either King County Public Health or Washington State Department of Agriculture.

NOTICE: Any notice required to be given by either party to the other shall be deposited in the United States mail, postage prepaid, addressed to the Landlord at:

**Distinguished Foods LLC
4611 36th Ave. SW
Seattle, WA 98126
206-935-0432**

Or to the Tenant at:

**Your Company
Your Name
123 NE 123rd St.
Seattle, WA 98111
YourEmail@Domain.com
123-456-7891**

RIDERS: If any, attached hereto, are made part of this Rental Agreement by reference and are described as:

TIME IS OF THE ESSENCE OF THIS AGREEMENT.

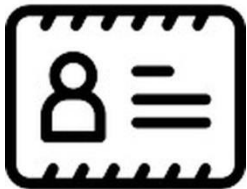
IN WITNESS WHEREOF: The parties hereto have hereunto set their hands the date first above written.

Landlord: _____ Date: _____

Claiborne Bell of Distinguished Foods LLC Commercial Kitchen Rental

Tenant _____ Date: _____

Your Name Here



Copy of your Driver License

**Distinguished Foods LLC
Rental Agreement
Kitchen Norms & Expectations**

Our goal is to ensure a positive working environment for all kitchen users so everyone can reach their full potential. Doing anything to cause or encourage a negative work environment will not be tolerated. We value kindness and respecting others.

DO'S & DON'TS
<ul style="list-style-type: none">• Do use kitchen space as agreed in the above rental agreement.• Don't use other tenant's kitchen space, ingredients, products, tools, utensils, or equipment without first asking. That is called stealing.• Do clean designated kitchen space and common space after use prior to departure, including tables, equipment, floors, cabinets, stovetops, ovens, sinks, racks, etc.• Do take garbage/recycling/compost to outside dumpsters daily. Don't leave these things in the kitchen overnight. It attracts bugs, rodents, and health inspectors.• Do check all doors to ensure they are locked before you leave the building. If you are in the building, keep all doors locked for your safety and the safety of others.• Do pay attention to utility use to save energy and expenses.• Do follow all Kitchen rules, mind your business, be respectful of others, cook safe food, and get your work done. That is why you are here, to get your work done.• Don't come to work or the kitchen facility if you are feeling sick/sick. Do not allow your employees to come to work if they are feeling sick/sick. This is for everyone's protection.

Revised 6/8/2021

I have read, understood, and accepted the above norms and expectations. Failure to adhere to any norms, expectations, and responsibilities created by Distinguished Foods LLC and Distinguished Foods Kitchen Rental Management will result in immediate cancelation of this rental agreement, and/or immediate eviction from kitchen.

Signed: _____ Date: _____

Your Name Here