



KITCHEN RENTAL LICENSE AGREEMENT

THIS KITCHEN RENTAL LICENSE AGREEMENT (“**Agreement**”) is entered into this _____ day of _____, _____ (“**Effective Date**”), JOVIAL CONCEPTS, INC., a Colorado nonprofit corporation (“**Jovial**”), and _____ (“**Renter**”).

1. CONDITIONS AND RESPONSIBILITIES OF RENTER.

Please read the material below to make sure all parties understand the requirements of providing for everyone’s safety and keeping The Co-op at 1st (the “**Co-op**”) a well maintained and safe location for future use.

2. TERM.

- a. The initial term of this Agreement shall be for a period of three (3) consecutive full months, beginning on the Effective Date (“**Initial Term**”).

3. RENT.

- a. Renter agrees to pay Jovial rent as set out in the monthly invoice provided by Jovial. All rental payments must be received within five (5) days of Renter receiving a monthly invoice, in the manner and as further directed by Jovial. Each monthly invoice will be in the same or similar format as that attached hereto as Exhibit A.
- b. Renter shall pay a monthly base rent of \$ _____ (“**Base Rent**”) which will account for _____ hours (“**Base Time**”) of reserved time in the kitchen. Any additional time reserved by Renter above the Base Time (“**Additional Hours**”) will incur additional rent of \$ _____ per hour.
- c. Used Additional Hours will be rounded up to the nearest quarter hour and will be determined according to time reserved on the Calendar (as defined below). Should Renter exceed the amount of time reserved on the Shared Calendar, such excess time shall be billed in 15 minute increments at the same rate as standard Additional Hours, and shall also incur a \$25.00 fee for the first occurrence, and \$50.00 for every occurrence thereafter.
- d. Jovial may, in its sole discretion, charge Renter a monthly utility charge of \$ _____ (“**Utility Charge**”). Utilities that may be covered by this Utility Charge include _____.



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4. SECURITY DEPOSIT.

Within one (1) business day of the Effective Date, Renter must with Jovial the sum of Two Hundred Fifty Dollars (\$250.00) Dollars as security for the performance by Renter of all the terms, covenants, and conditions required to be performed by it hereunder. Such sum shall be returned to Renter within a reasonable time after the termination of this Agreement and removal of all Renter's personal property from the Co-op if, at such time, Renter has performed all such terms, covenants, and conditions. Prior to the time when Renter is entitled to the return of this deposit Jovial will be allowed to intermingle such deposit with its own funds and to use such sum for such purposes as Jovial may determine appropriate. Renter shall not be entitled to any interest on the security deposit.

In the event of an assignment of Jovial's interest in the Co-Op, Jovial shall have the right to transfer the security deposit to the assignee thereof and Jovial shall thereupon be released from all liability for the return of such deposit.

5. PAST DUE SUMS.

If Renter fails to pay any sum, when the same is due and payable, any fee required to be paid by it hereunder, including, without limitation, clean-up fees and damage charges, such unpaid amounts shall bear interest from the due date thereof to the date of payment at the rate of 18% (eighteen percent) per annum.

6. INSURANCE.

Renter acknowledges and agrees that it is solely and exclusively responsible for maintaining adequate insurance to protect itself and its employees, contractors and other personnel from any casualty, liability, or other risk to Renter's business, including, without limitation, those related to personal injury, fire, theft, outages, and business interruptions, none of which are insured or indemnified by Jovial. Renter assumes the risk of loss, damage, theft, or other casualty regarding any storage of personal property by Renter at the Co-op, whether locked, unlocked, shared, or otherwise.

Additionally, Renter agrees to maintain at all times during the term of this Agreement the following insurance coverages: (a) Comprehensive General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and not less than Two Million Dollars (\$2,000,000) in the aggregate; (b) Worker's Compensation and Employers' Liability covering all employees as prescribed by applicable local, state, and federal laws; (c) Professional (Errors and Omissions) Liability Insurance; and (d) Business Automobile Coverage on at least the latest insurance industry standard policy form with limit of liability at or above statutory requirements.

Renter understands that if any of its employees, agents, or representatives is injured while performing services at the Co-op, neither Renter nor Renter's employees, agents, or representatives, is covered under any Jovial insurance policy for such injury.



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Renter must ensure that prior to scheduling any Reserved Time, Jovial is listed as an additional insured on all insurance policies and provide Jovial with a copy of the Certificate of Insurance for each policy.

All permits, licenses, and insurance required by the State of Colorado and by the City and County of Denver for the sale of Vendor's Products, are the sole responsibility of Vendor. Vendor shall make all such permits, licenses, and insurance certificates available to Jovial and/or any city, county, or state officials and inspectors upon request. Vendor acknowledges that Jovial has no obligation to obtain or maintain any such vendor licenses, permits, or insurance coverage, and Vendor agrees that it shall indemnify, protect, and defend Jovial from any fines or penalties related to such licenses and insurance, or the lack thereof.

7. SCHEDULING.

- a. Renter may schedule time to use the kitchen facilities at the Co-op ("**Reserved Time**") by use of a shared calendar (the "**Calendar**"). Renter agrees to schedule Reserved time on the Calendar with the understanding that the kitchen space is rented through the Calendar on a first scheduled, first served basis. Any cancellation of Reserved Time must be completed at least 48 hours prior to the commencement of the Reserved Time, or Renter will be charged the full amount for the Reserved Time. Renter must ensure that all on-site activities are completed within the Reserved Time, including, without limitation, loading and unloading of equipment and products, and cleaning of Renter's work area. Should Renter exceed the Reserved Time, Renter will incur a fee of \$10.00 for every 15 minutes of excess time spent in the kitchen above and beyond the Reserved Time. Renter will not be refunded any fees if it does not use all of the Reserved Time.
- b. Renter may elect to reserve time in the kitchen as "**Shared Time**" in which one other Renter will simultaneously use the kitchen space. Prior to reserving any Shared Time, Renter must complete a "**Kitchen Sharing Agreement**" to be provided by Jovial. Renter acknowledges and agrees that any disputes over use of kitchen space during Shared Time shall be resolved by the two renting entities that have agreed to share the space. In no event will Jovial be liable for any disagreements between sharing renters.
- c. Renter shall not transfer or assign its interest in this Agreement or in any Reserved Time in whole or in part without the prior written consent of Jovial, which shall be in the sole and absolute discretion of Jovial.

8. LIABILITY.



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- a. To the fullest extent permitted by law, Renter hereby waives, releases, indemnifies, agrees to defend and hold harmless Jovial, its board of directors, officers, agents and employees, from and against all fines, claims, damages, suits, losses and expenses, including without limitation, reasonable attorneys' fees and litigation costs, for injury to persons or damage to property arising out of or resulting from the use of the kitchen at the Co-op.
- b. Jovial may make any repairs it deems reasonably necessary without liability on its part to Renter for any loss or damage that may accrue to Renter's personal property or to Renter's business by reason thereof.
- c. Jovial will use commercially reasonable efforts to maintain the kitchen and equipment in a functional manner in accordance with generally accepted industry standards. Any claim for breach of this warranty must be made in writing as soon as possible but in no event may a claim be made more than 24 hours after the alleged breach, and Jovial will make commercially reasonable efforts to address any problems in a timely fashion. However, Jovial cannot control the activities of all other users of the Co-op and therefore makes no warranty with respect to the condition or availability of the facility or equipment at any given time. THEREFORE, EXCEPT AS SPECIFIED IN THIS SECTION, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ABSENCE OF CERTAIN SUBSTANCES ON EQUIPMENT (E.G., VEGAN, KOSHER, ALLERGENS, ETC.) SECURITY OF STORED ITEMS OR SERVICES AVAILABILITY ARE HEREBY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

9. PERSONNEL.

Only trained personnel are permitted in the kitchen. No students may enter the kitchen or use any equipment. Further, no more than eight (8) personnel may be in the kitchen at any given time. Any violation of the terms in this section shall subject Renter to a fine of \$250.00.

10. CONDUCT.

There is absolutely no drug use, smoking of any kind, including marijuana, or consumption of intoxicating substances, including alcohol, tolerated on premises or within 25 feet of the building including loitering or congregating outside on the sidewalk at any time during the Reserved Time. Disparaging remarks or any type of physical violence will not be tolerated and will be cause for immediate expulsion. Renter shall use the premises in a considerate manner at all times. Conduct deemed disorderly at the sole discretion of Jovial shall be grounds for immediate



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expulsion from the premises and conclusion of the Reserved Time. In such cases, NO refund of any rent or other fees shall be made.

11. SECURITY.

Jovial does not provide, nor does it have any duty to provide, security services for Renter. We will not be liable for failure to provide security services to protect Renter from the criminal or wrongful acts of other persons, including Renter's guests, employees, and agents. If, from time to time, we provide any patrol or security services, those services are only for the protection of the Co-op and will not constitute a waiver of, or in any manner modify this disclaimer.

12. CLEANING AND MAINTENANCE.

Jovial encourages Renter to consider green, sustainable, fair trade, ecologically sound cleaning and zero waste solutions. The Co-op proudly commits to as close to zero waste as possible. All trash, including sorted recyclables and properly sorted compostables, must be collected, properly bagged and removed by the Renter or the caterer.

Renter must thoroughly clean and disinfect each and every surface used by Renter. Renter may reserve up to 60 minutes of time for clean-up free of charge ("**Reserved Cleaning Time**"). Renter must mop and sweep the floors prior to the end of Renter's Reserved Time (including any Reserved Cleaning Time). All cleaning must be completed prior to the end of Renter's Reserved Time (including Reserved Cleaning Time). If Jovial must clean any part of the kitchen after Renter's Reserved Time, Renter will be charged a \$35 per hour clean-up fee.

13. SALE OF THE CO-OP.

In the event of the sale or assignment of Jovial's interest in the Co-Op, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under, any mortgage or other security instrument made by Jovial covering the Co-Op, Renter shall attend to the assignee or purchaser and recognize such purchaser as Jovial under this Agreement.

14. CITY, COUNTY, STATE AND FEDERAL LAWS.

Renter represents and warrants to Jovial that it currently holds and shall continuously maintain all licenses, registrations, and will otherwise comply with all food service and other applicable local, state, and federal laws, rules and regulations of any authority having jurisdiction over any aspect of Renter's business, and that it shall not commit any illegal act. The Co-op has no obligation to maintain any licenses or registrations related to Renter's business, and shall in no event be liable for any expiration, termination, failure to renew or any other problems related to Renter's legal requirements for the conduct of Renter's business.

15. NATURE OF AGREEMENT.

This Agreement is a revocable license. Therefore, Jovial reserves the right to revoke this Agreement for any reason whatsoever.



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16. TERMINATION.

During the Initial Term, either party may terminate this Agreement by providing the non-terminating party with thirty (30) days' written notice only in the event of a default of the non-terminating party. At any time after the Initial Term, this Agreement may be terminated by either party for convenience upon written notice.

Upon termination, any outstanding charges and unpaid rent shall be immediately deducted from Renter's Security Deposit and any remaining charges shall be paid by renter within ten (10) days of termination. If this Agreement is terminated during the Initial Term, Renter shall remain liable for payment of all rent for the remainder of the Initial Term, unless Jovial is able to re-rent the space prior to the end of the Initial Term. Jovial shall use commercially reasonable efforts to secure a replacement renter.

Upon termination, Renter shall immediately remove its personal property from the Co-op. Any items not removed within two (2) days of termination shall be deemed abandoned and shall become the property of Jovial, which Jovial may dispose of at its sole discretion. Renter will be solely responsible for any costs incurred by Jovial in disposing of such items. In no event shall any storage services be deemed a lease, and the parties acknowledge and agree that no other notice, eviction or other termination procedure shall be applicable except as set forth herein.

17. MISCELLANEOUS.

- a. Pricing for Rent or any other fee may change periodically at Jovial's sole discretion. Jovial shall give Renter ____ days' notice of any such change.
- b. Notwithstanding anything to the contrary contained in this Agreement, if Jovial institutes legal proceedings against Renter with respect to this Agreement, or the use, enjoyment, operation or condition of the License, Renter shall pay to Jovial an amount equal to all attorneys' fees and disbursements and all other costs and expenses incurred if Jovial prevails in connection therewith.
- c. This Agreement may not be amended or modified except by a written instrument duly executed by Jovial and Renter.
- d. This Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship, and neither party may act in a manner which expresses or implies such a relationship.
- e. Jovial shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing by cause or causes beyond Jovial's control.
- f. Failure of Jovial to insist upon the strict performance of any provision or to exercise any option hereunder shall not be deemed a waiver of such breach. No provision of this Agreement shall be deemed to have been waived unless such



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waiver be in writing signed by Jovial. No receipt and retention by Jovial of any payment tendered by Renter in connection with this Agreement will give rise to or support or constitute an accord and satisfaction, notwithstanding any accompanying endorsement, statement, instruction or other assertion to the contrary (whether by notation on a check or in a transmittal letter or otherwise) unless Jovial expressly agrees to an accord and satisfaction in a separate writing duly executed by Jovial.

- g. Any notice or other communication required or permitted under this Agreement must be in writing and will be deemed to have been given when personally delivered, sent via email to the email address set forth below, or deposited with any nationally recognized overnight courier service that routinely issues receipts, or deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed to the party for whom it is intended at the address set forth below. Either Jovial or Renter may add additional addresses or change addresses for purposes of notice by giving written notice of the same pursuant to this section.

If to Jovial: Jovial Concepts
5045 W. 1st Avenue
Denver, CO 80219
Email: kristina@jovialconcepts.org

If to Renter: _____

- h. This Agreement constitutes the entire agreement between Jovial and Renter concerning the subject matter of this Agreement, and supersedes any prior agreements between Jovial and Renter concerning the subject matter thereof.
- i. The obligations of Renter hereunder to repair and restore the Property, and to indemnify, defend and hold harmless Jovial, shall survive any termination of the License.
- j. Jovial reserves the right to enact, revise and supplement reasonable rules and regulations with respect to the Co-Op. Renter agrees that it will cause itself, and its employees, agents, representatives and customers to comply with all such rules



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and regulations. Any violation of the rules and regulations by Renter, its employees, agents, representatives, or customers will result in a \$_____ fine to be paid by Renter.

- k. This Agreement may be executed in counterparts, each of which, when executed, shall be deemed an original and all of which together will be deemed one and the same instrument.
- l. This Agreement shall be construed in accordance with and governed by the laws of the State of Colorado without regard to choice of law provisions.
- m. Each person executing this Agreement individually and personally represents and warrants that he is duly authorized to execute and deliver the same on behalf of the entity for which he is signing (whether it be a corporation, general or limited, partnership, or otherwise) and that this Agreement is binding upon said entity in accordance with its terms.

DATED as of this _____ day of _____, 201__.

IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and year hereinabove written.

JOVIAL CONCEPTS, INC.:

By: _____

Title: _____

RENTER:

By: _____



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Title: _____



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EXHIBIT A

Form of Monthly Invoice

- Base Monthly Rent: _____
- Additional Billable Hours Incurred in Previous Month: _____
- Mobile Fee: _____
- Food Truck Overnight Parking: _____
- Additional Storage: _____
- Utilities: _____
- Security Deposit: _____
- Late Charges: _____
- Cleaning Fees: _____
- Violation Fees: _____

- **TOTAL:** _____

ALL MONTHLY INVOICES AND ANY FINES, FEES, OR OTHER SUMS DUE MUST BE PAID THROUGH THE “COZY” ONLINE SYSTEM.