

**Chelan Douglas Community Action Council
Commercial Kitchen
Facilities Use Agreement**

Terms

1. The Commercial Kitchen is a **shared** use facility. CDCAC grants renters the right to use the facilities on a shared use basis with other renters of CDCAC, all of whom are subject to the terms and conditions set forth in this agreement. Renters shall schedule time for use of facilities and CDCAC will make reasonable best efforts to provide access for use at times scheduled or requested by renter. However, CDCAC reserves the right to determine when space will be shared by renters and when all or part of the facility should be closed for cleaning, repairs, or any other reason deemed necessary by CDCAC.
2. CDCAC will maintain the facilities and ensure that all equipment available to the renter operates under all health and safety standards. CDCAC will provide necessary cleaning supplies for the facility and it is the renter's responsibility to ensure that the facility is left clean and sanitized at the end of their rental period. ***This includes but is not limited to: sweeping and mopping floors, cleaning all work surfaces (top, sides, backsplashes, and shelving), sinks, equipment, pots, pans, utensils, and any used dry and cold storage areas.***
3. Renter agrees they will be charged a \$35 an hour cleaning fee (1 hour minimum) for any cleanup deemed necessary and at the sole discretion of CDCAC to bring the facility back to a clean and sanitary condition after use. A \$500 or \$1000 (depending on number of hours of use per month) refundable security deposit will be deposited by the renter with their application to be returned to the renter upon completion of their rental term. This security deposit will only be returned to the renter if the kitchen is returned in the same condition as it was received.
If damages are made to the property and the repair costs exceed the paid security deposit, CDCAC reserves the right to charge any additional expenses to the renters on file credit/debit card.
4. Renter shall furnish ALL ingredients needed for their product/s. Renter may use any on site small wares as long as they are cleaned and put back at the end of allotted time.
Renter will remove their personal supplies/equipment from the facility at the end of their allotted time.
Renters utilizing on site storage must properly wash and sanitize stored equipment/supplies before storing.
5. CDCAC maintains the right, at any time and without notice, to inspect all onsite storage areas. CDCAC maintains the right to take actions, in its discretion, to correct any unsatisfactory conditions discovered by said inspections and to remove and dispose of, at the renter's sole cost and expense, any items posing a risk to the health and safety of users or visitors to CDCAC.
6. Renter will maintain all appropriate Food Service permits and licensing from the Chelan Douglas Health District and other licensing authorities as is required for the business, for their business and all employees. A copy of these permits and licenses must be provided to CDCAC with the rental application.
The renter shall be solely responsible for any Health District or, other licensing authorities, fines or fees related to their activities in the kitchen.
7. Renter is solely responsible for supervising all individuals in the kitchen during your rental time. CDCAC reserves the right to evict individuals from the facility at any time if their conduct is deemed to be destructive or detrimental in anyway.
Under no circumstances shall the renter allow any other organization or individual not listed on their original application to use the kitchen during their contracted time.

8. Renter shall report any personal injuries or property damage arising at any time during or connected with the renter's use or occupancy of the kitchen.
9. Renter agrees to abide by the following rules and agrees that upon violation of these rules CDCAC reserves the option to terminate the rental agreement and demand that the renter vacates the premises:
 - No property belonging to CDCAC will be removed from the premises unless it has been rented and there is prior approval.
 - Renter shall not admit to the facility any individuals not listed on the original application.
 - Smoking is not permitted in the facility.
 - Drugs and alcohol are not permitted in the facility.
 - Animals are not permitted in the facility.
 - All trash in and about the facility must be bagged and tied and placed in the cart labeled "garbage" at the end of use. Replace garbage containers with new liners. (Provided by CDCAC).
 - Rental time begins at the scheduled start time and ends at the scheduled stop time. All set up and clean up must be completed within this time frame and you must be vacated from the facility by the scheduled end time.

Indemnification and Liability

Renter shall hold harmless CDCAC from any and all losses, costs, expenses, claims, liabilities, actions, or damages including liability for injury to any person or persons or damage to property arising out of or in any way connected with renters use or occupancy of CDCAC.

CDCAC MUST be added as an additional insured on the renters insurance during the entire rental term with CDCAC in the amount of \$1,000,000 per incident. Renter shall furnish to CDCAC evidence showing compliance with this provision which shall include a statement that the policy may not be canceled or altered without at least thirty (30) days prior notice to CDCAC.

Initial _____

Updated June 01, 2026

