

The Gourmet Warehouse 2010 Kitchen Rental Agreement

1. FACILITY INFORMATION

The Gourmet Warehouse
1340 E Hastings Street
Vancouver, British Columbia V5L 1S3
Tel: 604.253.3022 / Fax 604.255.4345
www.gourmetwarehouse.ca
Contact Email: kathleen@gourmetwarehouse.ca

2. RENTER INFORMATION

Name of Organization/Applicant:	
Contact Name:	
Contact Tel:	
Contact Email:	
Full Address:	

3. RENTAL INFORMATION

Date(s) of Rental:	
Start Time (include set up):	
End Time (include clean up):	
No. of participants:	
Description of Event:	
Will Alcohol be served?	Yes No If yes, SERVE IT RIGHT permit must be shown. Name on Permit:

4. CONDITIONS OF USE

a) Reservations

Renters are advised that the kitchen rental agreement is not considered binding upon The Gourmet Warehouse until renter delivers a) completed and signed facility rental agreement, rental fee/deposit, certificate of insurance, written evidence of permits and licenses and any other items deemed necessary by The Gourmet Warehouse; and b) The Gourmet Warehouse, in its sole discretion, approves such rental in writing.

Renter shall provide The Gourmet Warehouse with a single contact that is to serve as the representative for all Renter's activities.

Kitchen / facility shall be used only for the purpose stated in this agreement; no other use will be permitted.

Renter shall not use The Gourmet Warehouse name to suggest endorsement or sponsorship of event without prior approval of The Gourmet Warehouse.

Under no circumstances shall Renter sublease or allow any other organization or individual to use the facility for the period for which the Renter has contracted.

b) Fees

Damage Deposit: \$500

Cleaning: \$150 will be deducted from Damage Deposit if cleaning necessary.

Rental Time	Rate	Deposit
Hourly	\$100	50% of total rental + damage deposit due at time of signing
Daily (12 hours)	\$500	50% of total rental + damage deposit due at time of signing
Weekly (7 days)	\$2000	50% of total rental + damage deposit due at time of signing
Monthly	\$4200	50% of total rental + damage deposit due at time of signing
Additional Staff	\$25/hour	If available

c) Indemnification and Insurance

Renter shall indemnify, defend and hold harmless The Gourmet Warehouse, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of The Gourmet Warehouse, its officers, employees or agents.

Renter shall procure and maintain general liability insurance against any and all losses, costs, expenses, claims, liabilities, actions or damages, including liability for injuries to any person or persons, or damage to property arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of The Gourmet Warehouse facilities and adjoining property in the amount of \$1,000,000 (one million dollars) per occurrence. A copy of the insurance certificate must be provided to The Gourmet Warehouse prior to the event. Failure to provide proof of insurance will result in cancellation of the event and the deposit will be retained by The Gourmet Warehouse.

Renter shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with the Renter's use or occupancy of The Gourmet Warehouse facilities and adjoining property

d) Security

The Gourmet Warehouse at its sole discretion may require a minimum number of staff be present for an event. Renter shall be responsible for procurement and payment of staff.

Renter is solely responsible for supervising all individuals at The Gourmet Warehouse facility and adjoining property during the event. The Gourmet Warehouse is not responsible for providing this supervision. The Gourmet Warehouse reserves the right, however, to evict individuals from the facility during the event if their conduct is deemed to be destructive or detrimental in any way.

e) Set Up / Clean Up / Decorations

Renter, caterers, film crews, transportation of rental equipment and related individuals / activities will not be permitted to access The Gourmet Warehouse facility prior to or after the agreed upon facility rental time period. Renter shall be responsible for arranging access during the agreed upon time for entry and exit of the facility or an additional rental fee may apply.

Renter shall not have access to prepare or decorate the facility prior to the event start time unless agreed to in writing by a signing officer at The Gourmet Warehouse.

Renter shall not be permitted to drive any nails, hooks, tacks, screws, poles, stakes or other forms of fasteners into any part of the facility and shall not make or allow for any alterations of any kind therein unless pre-approved by The Gourmet Warehouse.

Renter shall be responsible for leaving the facility **CLEAN AND IN THE EXACT CONDITION** in which it was rented including removal of any trash generated, and ensuring all fixtures belonging to The Gourmet Warehouse remain onsite and are in good working order.

Renter shall not store any equipment or materials at the facility or adjoining property prior to or after the completion of the rental term without prior written approval of The Gourmet Warehouse.

Renter shall be responsible for any and all damage to the facility and/or its contents during use. In the event that damage occurs or excessive cleaning is necessary, Renter shall be responsible for any and all janitorial and/or repair fees incurred by The Gourmet Warehouse as a result.

f) Equipment / Accessories

Renter shall not remove, relocate, or take any property of The Gourmet Warehouse outside the facility for any reason without prior approval of The Gourmet Warehouse.

The Gourmet Warehouse will not be responsible for any loss, theft or damage to the renter's equipment or property while using the facility.

g) Miscellaneous

We do not permit sales of alcohol, food or products in the facility. If alcohol is being served, a person with a valid SERVE IT RIGHT certificate must be present at all times.

Renter shall comply with local, provincial and federal laws and regulations related the use of the facility.

Renter shall not admit a larger number of individuals that can lawfully, safely and freely move about the facility.

Gambling of any kind is not permitted in the facility.

Smoking is not permitted in the facility.

Animals are not permitted in the facility

If Renter violates any part of this agreement or reports false information to The Gourmet Warehouse, the Warehouse may refuse Renter further use of the facility and Renter shall forfeit a portion of or all of the rental fee and/or deposit paid.

The Gourmet Warehouse reserves the right to impose additional requirements as deemed necessary to protect the facilities and its integrity at the cost of the Renter.

If any provisions of this agreement are held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Important: Please read and initial all pages before signing below.

I am an authorized agent of the organization or individual submitting this agreement. The information provided in this agreement is true and correct. I have read and understand all terms of this agreement and agree to all aforementioned rules, regulations and conditions related to the use of the rental facility.

Signature	Print Name	Date