



Commercial Kitchen Rental Agreement Terms

The term of this agreement shall be for the dates and times requested in the attached application.

- The kitchen is a shared use facility, equipped with a six-burner commercial stove, oven, sinks, refrigerators, tables, and basic utensils. Prairie Loft shall maintain the kitchen in a sanitary and orderly state and ensure that all equipment available to the renter operates to all applicable health and safety standards. It is the renter's responsibility to furnish all small wares needed for their food process. It is also the renter's responsibility to ensure that the kitchen is left in a sanitary and orderly state at the end of the rental period.
- There is a **ZERO TOLERANCE** policy regarding signed commissary agreements with our kitchen. If a renter is found to be cooking from home or in any other kitchen while claiming to any entity to be working from the Prairie Loft Kitchen, they will immediately be banned from further kitchen use and any health department that holds a signed commissary agreement from us will be notified. No refunds will be given.
- The renter shall furnish their own food, spices, bowls, utensils, towels, pots and pans necessary for their process. When processing is completed for the day, renter must remove their equipment from the kitchen or store it in a rented storage space identified by the staff in the Workshop. All stored items must be properly washed and sanitized.
- Renter shall provide a copy of their general liability/product liability insurance with Prairie Loft Center named as additional insured*
- 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 kitchen.
- Renter is solely responsible for supervising all individuals in the kitchen during your rental time related to your rental time. Prairie Loft reserves the right to evict individuals from the facility at any time if their conduct is deemed to be destructive or detrimental in any way.
- Under no circumstances shall the renter allow any other organization or individual to use the kitchen for the period which the renter has contracted.
- A refundable security deposit in the amount of \$100 has been deposited by the renter with Prairie Loft. The security deposit will only be returned to the renter if the kitchen is returned in the same condition as it was received. The kitchen must be clean and have trash removed upon final inspection, before any/all portion of the security deposit will be returned. If damages are made to the property and the repair costs exceed the paid security deposit, Prairie Loft reserves the right to charge the additional expenses to the renter's credit/debit card on file.

- Renter agrees to abide by the following rules, and agrees that upon violation of said rules, Prairie Loft has the option to terminate this rental and demand that the tenant vacate the premises.
 1. No furniture or equipment shall be removed from the premises.
 2. Renter shall not admit a larger number of individuals that can lawfully, safely and freely move about the facility.
 3. Smoking is not permitted in the facility.
 4. Drugs are not permitted in the facility.
 5. Alcohol consumption is not permitted in the kitchen during food preparation.
 6. Animals are not permitted in the facility.
 7. All trash in and about the facility must be removed on a daily basis and placed in trash receptacles located outside the Pavilion on the east side of the property.
 8. If you are storing products or ingredients for products in the facility, you must label and check your stock for current dates.
 9. NO EXPIRED DATES allowed on premises.
 10. 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. You must be vacated from the rental space by the scheduled end time.

The following applies only to Renters selling their goods:

1. Renter shall procure and maintain the appropriate food service licensing/permit from the State of Nebraska Department of Agriculture (NDA) and any additional licensing required by the South Heartland District Health Department and/or City of Hastings*. A copy of the license must be provided to Prairie Loft prior to your first rental date. The renter shall be solely responsible for any fines or fees levied by the NDA related to their activities in the kitchen.
2. Renter shall provide a copy of their food manager certificate.
3. Renters selling canned goods must have a food license/permit. Obtaining a permit requires that the low acidified food course at the University of Nebraska (UNL) be taken and all products must be tested by the processing authority (UNL food lab) for water activity and /or PH. Proof of the certification of completion of the class and results from the UNL food lab testing must be presented. Inspections will be done on a regular basis as long as canned goods continue to be produced and sold. Any wholesale operations may also need to be registered with the FDA. To determine if a food permit/license, registering with the FDA, or any other additional items are needed, please contact the office of the NDA at 402-471-3422 or nda.nebraska.gov.

**Information for your liability insurance policy:*

Prairie Loft Center for Outdoor & Agricultural Learning
4705 DLD Rd
Hastings, NE 68902

Mailing address: PO Box 1731, Hastings, NE 68902

Ellerbrock-Norris Insurance
2203 Osborne Dr West
Hastings, NE 68901

Liability insurance policies should have coverage in the amount of \$1,000,000 or more.

Anyone using the kitchen for catering, food truck, exclusive kitchen rental, or preparing food to be sold to the public MUST have a liability insurance policy. Prairie Loft Center must be added as an additional insured while you are a subscriber.

Certification and permit information can be found here:
https://nda.nebraska.gov/fscp/foods/inspection_areas.html

Prairie Loft facilities are available for rent by private parties, businesses and organizations. Events must be invitation-only with no admission cost. Prairie Loft will not rent facilities for political events, fundraisers, or benefit events. The Prairie Loft staff and board of directors may use their discretion regarding facility rental approval for other types of events on site.