

Rental Agreement

BETWEEN:

Riverview Community Centre, Inc. (the "Landlord")

90 Ashland Ave. Winnipeg, MB R3L 1K6

and

_____ (the "Client")

address _____

1.0 DEFINITIONS

For the purposes of this Agreement the following terms shall have the following meanings:

- a) "Riverview Community Centre (RVCC)" means the licensed kitchen facility operated by the Landlord and located at 90 Ashland Ave in Winnipeg, Manitoba and available for rent on a minimum 4 hour basis to food entrepreneurs as a food production facility.

2.0 AGREEMENT

- 2.1 The Client agrees to rent the RVCC during the dates and times listed in Section 3.0 for the sum of \$_____ to be paid in full prior to use. In addition the Landlord hereby acknowledges receipt of a damage deposit in the sum of \$50.00 to be refunded within one week of the Client's last processing date. The Tenant further agrees to strictly comply with all rules and regulations listed in this Agreement.
- 2.2 The Client agrees to clean the RVCC to the Landlord's satisfaction after each consecutive period of usage. Specific cleaning requirements make up part of this agreement and can be found on attached **Schedule 1**.
- 2.3 The Client agrees to be responsible for any damage to the facility or equipment occurring during their use.

2.4 Other terms and conditions:

- Production work is to be carried out between 9:00 a.m. and 5:00 p.m. on specified workdays, as arranged with the RVCC General Manager or designate.
- Production day requests are to be authorized by the RVCC General Manager or designate, three weeks in advance.
- Arrangements for special services such as receiving ingredients in advance of production days are at the discretion of the RVCC General Manager or designate. The Landlord has no obligation to accommodate.
- Client personnel are restricted to the RVCC.
- Because of the RVCC’s mandate to provide access to a maximum number of clients, no tenant has exclusive use of the RVCC. If demands for equipment and space conflict, then RVCC reserves the right to schedule the requests at the discretion of the RVCC General Manager or designate.
- Any deviation from normal or planned procedures must be cleared with the RVCC General Manager or designate at least two days in advance. **If RVCC is not cancelled prior to 2 days before the booking, the Client will be billed for equipment and space booked.**
- **RVCC reserves the right to cancel booked dates with at least 2 days notice to the Client.**
- If any of the above terms and conditions are violated, the Landlord reserves the right to cancel this Agreement.

3.0 USAGE DATES AND FEES

Date	Time		Rate per day	Total
	Start	Finish		
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____
Total				\$ _____

4.0 DESCRIPTION OF THE OPERATION

It is expected that the Client shall act in accordance with the following guidelines during the production at the RVCC:

- a) The Client recognizes machinery is subject to fail. Under the circumstances of such event, the Client will not pursue any reimbursement for losses of any kind.
- b) The Client will ship the final product out of the RVCC within one business days after production. If that time is surpassed, the Client will be billed for the storage space occupied by the finished product.
- c) The Client is responsible for their own insurance and liability on their products and ingredients.
- d) From time to time, tours of the RVCC facility are conducted for a wide range of clients and association. The RVCC will request from the Client to walk through the production area and view their production operations. The granting of such permissions is at the discretion of the Client.
- e) The RVCC also operates the canteen out of the kitchen during certain hours of the day.
- f) The Client shall be responsible for all materials, parts, components and information provided by or on behalf of the Tenant.
- g) Proof of insurance and liability must be provided by the renter at the time of signing the rental agreement (or before the rental period begins).

5.0 WORK COMPLIES WITH LAWS

5.1 The Client expressly warrants and represents that the work contemplated by the parties complies with all laws, including without limitation, environmental, workplace, safety and health laws and will not infringe any patent or trademark.

6.0 FORCE MAJEURE

6.1 The Landlord shall not be liable for any delays resulting from causes beyond its reasonable control including but not limited to strikes, slow-downs, lock-outs, errors in manufacture, fire, failures or delays of source of material, government orders or requests, and Landlord shall not be liable in any event for consequential, economic, special or any other losses or damages incurred by the Client or any third party on account of such delay.

7.0 ENTIRE AGREEMENT

7.1 This Agreement contains the complete understanding between the parties. There are no other agreements, representations, warranties, either expressed or implied.

8.0 INDEMNIFICATION BY CLIENT

8.1 Except to the extent that any damage or loss is caused directly by the negligent acts or omissions or breach of this Agreement by the Landlord or its employees, representatives or agents, the Client will indemnify and save harmless the Landlord, its board members, agents, employees, servants or assigns, from and against any and all claims, actions, costs, damages and liabilities in connection with any personal injury, loss of life or damage to property, and any other claims by any person, firm or entity arising in any way out of or pursuant to this Agreement.

9.0 TERMINATION

- 9.1 The Landlord may immediately cancel this Agreement at any time by giving notice in writing to the Client in any of the following events:
- a) The Landlord in its sole discretion deems the project dangerous to its staff or facilities; or
 - b) The Client becomes bankrupt or insolvent or, in the Landlord’s reasonable opinion, faces dissolution; or
 - c) In the opinion of the Landlord, the Client has failed to comply with any terms or conditions of this Agreement.

In Witness whereof this Agreement has been executed on behalf of Riverview Community Centre, Inc. this ____ day of _____, 20__.

Riverview Community Centre, Inc.

Per: _____

Printed Name: _____

In Witness whereof this Agreement has been accepted on behalf of the Client this ____ day of _____, 20__.

Company Name: _____

Per: _____

Printed Name: _____

Schedule 1 – Cleaning Requirements

The Riverview Community Centre Kitchen must be cleaned to a standard that is acceptable to the Landlord. In addition to the following cleaning guidelines all spills must be cleaned up. Any deviations must be approved by the Landlord, noted here and initialed by the RVCC General Manager or designate.

- Wash/rinse/sanitize all equipment and small wares used/air dry/put away
- Wash and sanitize all surfaces – stoves, utility carts, counters and worktables
- Wipe out all sinks and sanitize
- Place all soiled dish cloths, tea towels in container for cleaning
- Remove all personal equipment/small wares/utensils from kitchen
- Remove all food and ingredients from fridge or cooler
- Sweep floors of all spaces used
- Remove all garbage to outdoor garbage bin
- Wipe out all sinks