

## MACONDO – Kitchen Hire CONTRACT – Macondo Jardin

Why Hire a Kitchen? With your own tech to support sales and inventory, a ghost kitchen means you have lower overheads - no rent, no electricity, no water, etc costs; lower investment - signage, dinnerware, decor, staff; a chance to experiment - you can experiment quickly with new ideas without worry; and greater agility - your business can flex whichever way you choose.

### Definitions

- a. “Operator” means Macondo Jardin, the location and business offering the kitchen for hire.
- b. “User” means the business which hires the kitchen facilities.
- c. This contract relates to the hire of the kitchen in Macondo Jardin, located at the back of the property at 555 Tarragindi Rd Salisbury, 4107 (Owned by the Rapidoz Trust).
- d. This contract relates to the hired usage of the kitchen space ONLY, and allocated parking for both the registered users and the third-party delivery services for the paid hired hours ONLY.
- e. This contract DOES NOT INCLUDE usage of the event space, or areas other than those allocated.
- f. This contract is not for hire of the restaurant space. This is for kitchen usage only. The user is not permitted to use the space for dine-in or takeaway services. Therefore, diners, customers or buyers ARE NOT PERMITTED ON SITE.

### Terms and Conditions of Access and Usage

#### 1) Inclusions

- a) Access a full equipped kitchen includes usage of:
  - i) large gas stove
  - ii) 2 microwaves
  - iii) 2 deep fryers
  - iv) Large gas grill
  - v) Extractor hoods
  - vi) sandwich presses
  - vii) an industrial dishwasher
  - viii) an industrial glass washer
  - ix) cooking items and kitchen utensils
  - x) fridge and freezer space
  - xi) off-road parking for users only
  - xii) user access to toilets
  - xiii) electricity, gas and water

#### 2) NOT included

- a) usage of any space not allocated
- b) use of crockery or glassware in the kitchen
- c) POS or cloud-based sales system
- d) public liability insurance
- e) workcover insurance
- f) food business licence/s
- g) takeaway containers
- h) food storage containers
- i) cleaning materials

- j) food preparation implements
- k) disposal products
- l) uniforms, tea towels, washing materials
- m) commercial-grade sanitiser
- n) facemasks

### 3) Cost of service

- a) Use of the kitchen space is not the same as leasing a unit. Instead, it is a service rendered by the operator to the user.
- b) Macondo provides an all-inclusive hourly rate.
- c) The minimum usage time is 4 hours.
- d) Over time will be charged at the hourly rate.
- e) Payment of a refundable security deposit for the use of the is required. The deposit is \$500.

### 4) Kitchen tour

- a) Users must participate in an orientation and facility tour. A designated safety officer must be registered, and their role is to provide guidance about kitchen use.
- b) As with any commercial kitchen, cloud kitchens contain expensive equipment. Users are therefore required to ensure that their personnel are adequately trained to handle such advanced equipment.
- c) Failure to abide by the advised operation of equipment will result in immediate termination of the contract with a recouping of costs for any equipment damage.

### 5) Access

- a) Access to the property is via PIN operated locks.
- b) The principal user or hirer must provide the names and full contact details of all users of the kitchen. PINs will be provided.
- c) Unauthorised access to the kitchen space will result in immediate revocation of the contract.
- d) To prevent overcrowding, only 3 users of the kitchen are permitted at one time. This does not include third-party delivery services.

### 6) User health

- a) Users suffering from an infectious disease are prohibited on the premises for a period of 2 weeks from infection.
- b) Users must, in their respective employment contracts, require their personnel to truthfully declare if they are suffering from any infectious diseases (on an ongoing basis).
- c) Smoking, and consumption of alcohol or illicit drugs at or near the premises is prohibited.

### 7) Allergens

- a) The kitchen is entirely nut-free. Users are not permitted to use any nuts or nut-derivative products (e.g. peanut butter).

### 8) Latex Ban

- a) Use of latex (e.g. latex gloves) is prohibited for safety reasons. Latex can melt or catch fire very easily near heat or open flames and are a major fire hazard in a commercial kitchen. Another reason why gloves (in general) are not recommended in a kitchen is because studies have shown that chefs wearing gloves wash their hands less frequently, and thereby increase the chances of cross-contamination of food produce (e.g. between raw and cooked chicken).

### 9) Liability insurance

- a) Users must provide a copy of their current, valid Public Liability insurance. Responsibility for accidents, equipment damage, or damage to the property housing the shared kitchen, and breach of contract terms and conditions lies solely with the user.

### 10) Licencing

- a) The user MUST provide a copy of their Brisbane City Council Food Business Licence.

### 11) Sale items

- a) The sale of prepared food items and non-alcoholic drinks for delivery to customers is permitted.

### 12) Sale of Liquor

- a) The sale of liquor is prohibited.

### 13) Signage

- a) The kitchen hire contract does not include a dine-in facility. No customer is permitted to visit the facility. Signage is not permitted.

### 14) Cleaning & hygiene

- a) Cleaning is the responsibility of the user.
- b) Common facilities including toilets and parking areas are the responsibility of the operator.
- c) To prevent cross-contamination, all users must fully clean the spaces and keep shared spaces tidy at the end of each hire session.
- d) Failure to ensure cleanliness of the kitchen and tidiness of shared spaces will result in financial penalties and termination of the contract.
- e) The user must ensure ALL users in the kitchen follow full hygiene practices, and wash their hands frequently, use FACEMASKS during food preparation and movement, and use commercial grade SANITISER for all kitchen surfaces.

### 15) User equipment

- a) The user may bring in specialised equipment into the kitchen but such equipment is the sole responsibility of the user.

### 16) Equipment failure

- a) ALL kitchen equipment damage costs will be paid by the user.
- b) Replacement of lights or entry devices, toilet paper and soap, detergent for the washing machines, gas for the stove are the responsibility of the operator.

### 17) Fire safety

- a) In the event of a fire, the user must call 000 for emergency services to attend and evacuate the space. Small fires must be extinguished using the fire extinguishers on site. The operator must be notified at once.
- b) The cost of using emergency services in the event of a fire will be paid by the user.
- c) In the event of a fire, all repair costs will be paid by the user.

### 18) Indemnity

- a) Negligence or failure to abide by the terms and conditions of the contract affects all the other users in the facility.
- b) The operator is fully indemnified against unauthorised persons' access to the facility, use of nuts, not maintaining the general cleanliness, hygiene of the facility, not ensuring that persons entering the facility are free from infectious diseases, or failing to ensure the safe working of the equipment provided in the facility, etc.

### 19) Waste disposal

- a) Commercial kitchens are required to maintain the highest standards of health, hygiene and sanitation. In the shared kitchen space this becomes even more important given the large number of operations being undertaken from a single facility.

- b) Violations that affect the safety and wellbeing of the users' personnel and their end-customers will cause the termination of contract, imposition of fines, and withholding of the security deposit.
- c) Commercial kitchens are also mandated by law to ensure safe and efficient disposal of waste products generated during the cooking process.
- d) The user MUST remove all spent oil, animal tissue, container or storage waste, food waste, and cleaning materials after each scheduled session.
- e) The use of onsite waste bins is prohibited. All waste must be removed from the property by the user.
- f) Failure to abide by the waste disposal terms will incur a heavy penalty and will result in the termination of the contract.

### **20) Electricity/Gas/Water usage**

- a) Included in the hourly rate is the use of operator electricity, gas and water, within reason.
- b) Overuse of electricity (leaving the lights on, leaving the fridge doors open, not turning off microwaves or dishwashers), gas (leaving the gas burners on), or water usage (leaving the taps running) will result in financial penalties and termination of contract.
- c) Water leaks must be reported immediately by the user.
- d) Gas issues must be reported immediately by the user.
- e) Lighting or fridge issues must be reported immediately by the user.

### **21) Toilet usage**

- a) Use of the toilet near the kitchen by the registered user is permitted.
- b) Use of the second toilet by the registered user is NOT permitted.
- c) Maintaining the cleanliness of the toilet is a shared responsibility. Leaving the toilet in an unhygienic state will result in financial penalties and termination of contract.

### **22) Loading**

- a) Loading areas can be used for receiving raw goods by prior appointment. This is to prevent cross-contamination of produce, and to ensure that the raw materials are safely received and in a clean and hygienic environment.
- b) Since multiple users may require access to the loading area, it becomes imperative to ensure that there are no conflicts of slots either.
- c) Penalties apply to loading area usage for purposes other than receiving raw materials.

### **23) Disputes**

- a) Disputes arising between the user and the operator will be settled amicably where possible, and where not possible, will involve legal assistance. Costs arising from legal advice will be paid by the user.

### **24) Breaches**

- a) Breaches of this contract by the user will result in financial penalties and termination of contract, and in specific cases, legal action against the user.

**MACONDO – Kitchen Hire CONTRACT – Macondo Jardin**

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By signing this agreement, the user is agreeing to abide by the full terms and conditions of hire within.

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**SIGNATURE & NAME OF THE PRINCIPAL USER**

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**ADDRESS OF THE PRINCIPAL USER**

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**PHONE OF THE PRINCIPAL USER**

**ABN OF PRINCIPAL USER**

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**NAME, ADDRESS & PHONE NUMBER OF 2<sup>ND</sup> REGISTERED USER**

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**NAME, ADDRESS & PHONE NUMBER OF 3<sup>RD</sup> REGISTERED USER**

**YES/NO COPY OF FOOD LICENCE ATTACHED**

**YES/NO COPY OF WORKCOVER ATTACHED**

**YES/NO COPY OF PUBLIC LIABILITY CERTIFICATE OF INSURANCE ATTACHED**

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**SIGNATURE/S OF OPERATOR/S**

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**Date of contract**

**Term of contract**