



“Protect the Lodge, Protect the Mission”

**KITCHEN LEASE AGREEMENT**

**THIS KITCHEN LEASE AGREEMENT** (this “Agreement”) is entered into this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between \_\_\_\_\_ Lodge No. \_\_\_\_\_, Loyal Order of Moose, Inc. (“LESSOR” or “MOOSE”), and \_\_\_\_\_, \_\_\_\_\_, (“LESSEE”). Each party is individually referred to as a “Party” and collectively as the “Parties.

**In consideration of the mutual covenants contained herein, the parties agree as follows:**

- (1) **DESCRIPTION OF PREMISES:** Lessor leases to Lessee kitchen and dining room facilities located in the \_\_\_\_\_ Moose Lodge building with an address of \_\_\_\_\_ (the “Premises”).
- (2) **TERM:** The term of this Agreement is for \_\_\_\_\_ months, commencing on \_\_\_\_\_, \_\_\_\_\_. However, this Agreement may be cancelled by either party at any time by the giving of thirty (30) days, written, notice. Unless earlier terminated by either party, Lessee shall have an option to renew this Agreement for an additional \_\_\_\_\_ month (s) period.
- (3) **RENT:** The Lodge shall receive from the Lessee \_\_\_\_\_, per month, as rent. In addition to monthly rent, the Lessor will receive \_\_\_\_\_ percent of the gross income earned by Lessee on food sold. Lessee will submit their books to the Administrator of Lessor on a quarterly basis, or more frequently, if necessary, for verification of the amount received on merchandise sales.
- (4) **USE OF PREMISES:** Lessee shall have the use of the Premises for the purpose of operating a kitchen/restaurant business for the benefit of Lessor’s members. Lessor shall not sell anything other than food, including but not necessarily limited to alcohol or merchandise. The kitchen shall only be open for business during times mutually agreed upon in writing by Lessor and Lessee. Lessee shall have the right to petition the Lessor’s Board of Officers for a change in the times of operation of the business, but any change shall be solely within the discretion of the governing Board of Lessor. Lessor reserves the rights to use the Premises for special events of Lessor but shall give Lessee not less than \_\_\_\_\_ days notice prior to any special event. Customers of Lessee shall be limited to Lessor’s members and their qualified guests, as defined by the General Laws of The Moose.
- (5) **RULES OF MOOSE APPLICABLE:** Lessee shall operate the dining room and other facilities demised in accordance with all laws and regulations of the LOYAL



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ORDER OF MOOSE. Upon request, Lessor shall provide Lessee with a copy of the General Laws of The Moose and any local rules and regulations prior to execution of this Agreement, so Lessee may be fully informed of any rules affecting the kitchen/restaurant operation.

- (6) **INVENTORY:** Upon the commencement of this Agreement, an inventory shall be taken of all equipment, dishes, silverware and utensils in Lessor’s kitchen and dining facilities, which shall be in writing and a copy of which provided to each party. Upon the termination of this Agreement, all inventoried items shall be returned to the possession of Lessor, and Lessee shall be responsible to replace any missing item(s) or repair any damages item(s) including the associated costs.
- (7) **PRICES:** The Board of Officers of Lessor shall approve all prices established by Lessee for the food sold by Lessee. Lessor shall not alter any price set by Lessee until Lessee has had an opportunity to explain his position to Lessor. In no event will the prices be set lower than necessary for the Lessee to \_\_\_\_ percent profit.
- (8) **UTILITIES:** Lessor shall arrange and pay for all utilities furnished to the Premises, including electricity, gas, water, sewer, and local telephone service.
- (9) **MAINTENANCE ON EQUIPMENT:** Lessee shall be responsible for maintaining all equipment and appliances including the associated costs.
- (10) **SURETY BOND:** Lessee shall provide to Lessor a bond in the sum of \_\_\_\_\_, insuring proper performance of Lessee under the terms of this Agreement.
- (11) **SUPPLIES OF LESSEE:** All merchandise, supplies, or other items purchased by Lessee for use in the kitchen/restaurant business shall be purchased in the Lessee’s name alone, and shall not be charged to, or purchased, in the name of Lessor. Lessor shall not be responsible for any obligations of Lessee for such purchases.
- (12) **JANITORIAL SERVICE:** Lessee shall provide janitorial services for the kitchen, dining room, and restrooms, and the same shall be maintained in accordance with Health Department regulations.
- (13) **LESSOR’S EQUIPMENT:** No equipment, or fixed appliances, belonging to Lessor shall be moved, or altered, without prior written approval from the Lodge’s Board of Officers.



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- (14) **EMPLOYEES OF LESSEE:** All employees of Lessee shall abide by rules of the Lessor, as established by the Lessor’s Board of Officers, and shall be respectful to Lessor’s members, invitees, and licensees.
- (15) **TAXES:** Lessee shall secure a sales tax permit from the state of \_\_\_\_\_ for the operation of the kitchen/restaurant business and shall be solely responsible for payment of sales taxes arising therefrom. Lessee shall be responsible for the payment of all FICA, Federal, and State Withholding Taxes related to the kitchen/restaurant business. Lessee shall provide Lessor with proof of a sales tax surety bond in an amount of, not less than three (3) months’ taxes.
- (16) **INSURANCE:** Lessee shall provide Lessor with Certificates of Insurance, naming Lessor as additional named insured under Lessee’s general liability insurance policy with minimum limits of \$1,000,000, per occurrence, and a Certificate of Insurance showing proof of Workers Compensation coverage. Both of these policies shall have a thirty (30) day cancellation notice provision, with respect to Lessor.
- (17) **LESSEE SUB-LEASING:** Lessee shall not sublet any portion of this business to anyone.
- (18) **LESSOR’S PROPERTY:** Lessee may not remove, relocate, adjust or alter any Lessor’s pictures, plaques, and insignias, without prior written approval of the Board of Officers of the Lessor.
- (19) **RIGHT TO ENTER:** Lessee may have access to Premises during normal business hours, or as arranged with Lodge’s Administrator.
- (20) **MOOSE INTERNATIONAL CLAUSE:** It is understood and agreed by and between the parties hereto that Moose International, Inc. assumes no liability which might be incurred by either Party to this Agreement. The Parties to this Agreement shall indemnify and hold Moose International, Inc. harmless from and against any claim, loss or damages, including reasonable attorney’s fees, in all disputes related to this Agreement.
- (21) **ASSIGNMENT:** Lessee may not assign any portion of this Agreement.
- (22) **NOTICES:** Lessee is responsible for abiding by all local, state, and federal laws, regulations, and codes. Violations must be corrected by Lessee immediately and Lessee will pay any fines or penalties levied. Notification by Lodge’s Administrator or Lodge’s President to Lessee regarding any breach of this Agreement will be corrected immediately by Lessee.



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- (23) **Indemnification.** Lessee agrees to defend, indemnify and hold harmless the Lessor, its employees, its members, its agents, its officers, and its affiliates from and against liabilities, losses, penalties, damages and expenses, including costs and attorney fees, arising out of all demands, claims, liens, damages, obligations, actions, suits, judgments or settlements, or causes of action, of every kind, nature and character arising or alleged to arise out of the negligent or willful acts or omissions of the Lessee, its officials, agents and employees and subcontractors in the performance of this Agreement. Lessee shall, at its sole cost and expense, appear, defend and pay all attorneys’ fees and, other costs and expenses arising under this Section 23. In addition, if any judgment shall be rendered against the Lessor in any such action, Lessee shall, at its sole cost and expense, satisfy and discharge such obligation of the Lessor. Lessor shall have the right, at its own expense, to participate in the defense of any suit, without relieving Lessee of any of its obligations under this Section 23. Lessor retains final approval of any and all settlements or legal strategies which involve the interest of Lessor. The indemnities set forth in this Section 23 shall survive the expiration or termination of this Agreement.
- (24) **Assumption of Risk.** Lessee acknowledges and agrees that by use of the Premises, Lessee assumes all risk of loss or damage to property, and all risk of personal injury, including but not limited to death, attributable to any cause other than the gross negligence or willful conduct of Lessor. Lessee releases Lessor, its employees, its members, its agents, its officers, and its affiliates from and against any and all of Lessee’s claims, causes of action, liabilities and expenses arising out of or relating to any such loss, damage, or injury.
- (25) **Limitation of Liability.** In no event shall Lessor be liable for any consequential, special, indirect, incidental, or punitive damages, costs, expenses or losses (including without limitation lost profits, loss of business, anticipatory profits and opportunity costs).
- (26) **Choice of Law, Jurisdiction, and Venue.** This Agreement shall be governed by, and construed in accordance with, the internal Laws of the State of \_\_\_\_\_ without giving effect to any principles of conflicts of laws. Each Party hereby irrevocably submits to the jurisdiction and venue of any state or federal Court sitting in \_\_\_\_\_ County, state of \_\_\_\_\_, in respect of any suit, action or proceeding arising out of or relating to this Agreement, and irrevocably accepts for itself and in respect of its property, generally and unconditionally, jurisdiction and venue of such courts.



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- (27) **Severability.** In the event that any provision(s) of this Agreement is (are) determined to be legally invalid, the Parties agree such particular provision shall be null and void, but that the remainder of this Agreement shall remain in full force and effect.
- (28) **No Waiver.** No waiver of any default under this Agreement shall constitute or operate as a waiver of any subsequent default, and no delay, failure or omission in exercising or enforcing any right, privilege or option under this Agreement shall constitute a waiver, abandonment or relinquishment thereof.
- (29) **Entire Agreement, Amendment, and Construction.** The Agreement, including all exhibits and referenced documents, constitutes the entire Agreement of the Parties with respect to the matters contained in this Agreement. No modification of or amendment to the Agreement shall be effective unless such modification or amendment is in writing and signed by all the Parties. Any prior agreements or representations, either written or oral, relating to the subject matter of the Agreement, are of no force or effect. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the Parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.
- (30) **Counterparts and Signatures.** This Agreement may be executed in any number of counterparts and in electronic format, each of which when so executed and delivered (whether electronically or otherwise) shall be taken to be an original; but such counterparts shall together constitute one and the same document.

**IN WITNESS WHEREOF,** the parties have executed this Agreement at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
**LODGE NO. \_\_\_\_\_, LOYAL ORDER OF MOOSE, INC. - LESSOR**

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



“Protect the Lodge, Protect the Mission”

By: \_\_\_\_\_

[Signature of President]

By: \_\_\_\_\_

[Signature of Administrator]

\_\_\_\_\_, - LESSEE

Federal Tax ID No. or Social Security Number: \_\_\_\_\_

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**(All signatures should be notarized!)**