



Aubergine Rental Application

1226 Williamson Street, Madison, WI 53703

General Space Use	Combined General Space & Kitchen Use	Kitchen Space Use	Commercial Kitchen Use
Owner: \$25/hr	Owner: \$50/hr	Owner: \$25/hr	Owner: \$35/hr
Non-Owner: \$50/hr	Non-Owner: \$100/hr	Non-Owner: \$50/hr	Non-Owner: \$70/hr
Co-op, Nonprofit, Staff: \$20/hr	Co-op, Nonprofit, Staff: \$40/hr	Co-op, Nonprofit, Staff: \$20/hr	Co-op, Nonprofit, Staff: \$30/hr

Deposit: \$100 per rental (for both general space and kitchen use)

- **Credit Card Payment Only (we will not accept cash or checks).**
- Deposit is held throughout the use of the room.
- Return of deposit is contingent on satisfactory checkout inspection from the Customer Experience team.
- Renter is responsible for covering the cost of any and all damage to Aubergine and the equipment and furnishings during use of the space. If damage is found, the deposit will be applied to the balance of damages due.
- Includes use of all items and appliances available in designated rental space. Does not include food purchases.
- Deposit will be credited back to renter’s credit card in 7 calendar days provided no damages are found.

Disclaimer:

- All rentals are considered based on availability and prior responsible rental use
- For as low as a \$10 equity investment, you can become a Willy Street Co-op Owner and receive the Owner rates.

Event space use: Yes No Kitchen Use: Yes No

If you plan to use the kitchen, **will it be for commercial food production?** Yes No

- If Yes, please attach your current license and certification
- If Yes, renter must secure own license from the Public Health Department

Date of proposed rental: _____ Time: _____ am pm

Contact person: _____

Organization Name or Owner Number: _____

Phone number: (____) _____ Email: _____

Address: _____

City: _____ State: _____ Zip: _____

Nonprofit or Cooperative organization: No Yes

Description of event:

If using the kitchen, what will be prepared?

This rental will use the following AV equipment (check all that apply): Screen Sound system N/A

CO-OP STAFF USE ONLY

STAFF NAME filling out this form: _____

DATE RESERVATION WAS FILED: _____ DATE RENTAL/DEPOSIT PAID: _____

SQUARE TRANSACTION # for Deposit _____

OTHER NOTES: _____

STAFF VERIFIED NONPROFIT OR CO-OP ORG STATUS

KITCHEN ORIENTATION ATTENDED | DATE: _____

CANCELLATION DATE: _____ REFUNDED: YES NO

KITCHEN DEPOSIT RETURNED TO RENTER: YES NO | STAFF NAME & DATE: _____

Note:

<i>20806 Aubergine Gen Space (Owner)</i>	<i>20809 Aubergine Combined (Owner)</i>	<i>20812 Aubergine Kitchen (Owner)</i>	<i>20815 Aubergine Commercial Kitchen (Owner)</i>
<i>20807 Aubergine Gen Space (non-owner)</i>	<i>20810 Aubergine Combined (non-owner)</i>	<i>20813 Aubergine Kitchen (non-owner)</i>	<i>20816 Aubergine Commercial Kitchen (non-owner)</i>
<i>20808 Aubergine Gen Space (co-op, nonprofit, staff)</i>	<i>20811 Aubergine Combined (co-op, nonprofit, staff)</i>	<i>20814 Aubergine Kitchen (co-op, nonprofit, staff)</i>	<i>20817 Aubergine Commercial Kitchen (co-op, nonprofit, staff)</i>
<i>20818 Aubergine Deposit</i>			

Rental Agreement and Terms of Use

- 1. Reservations must be made at least three weeks in advance with Co-op Staff and are granted based on availability. Exceptions will be considered on a case-by-case basis.**
 - Rental privileges may be denied or revoked by Customer Experience department staff or General Management Team for any reason, at any time.
 - Rentals may occur during agreed upon days/hours per the Customer Experience department's discretion.
- 2. Rental time includes setup, event/production, and cleanup time. We do not prorate fees.**
 - **Application, payment, deposit, and requested documents are due within seven calendar days of making the reservation.**
 - The space will be held for seven calendar days, and if not received your space will be released.
 - **Cancellations are accepted for a full refund if canceled at least seven calendar days in advance of the date of the event.**
 - Cancellations requested by the renter fewer than seven calendar days before event the rental fees are nonrefundable.
- 3. Use of the kitchen in Aubergine requires the Renter to attend a scheduled 30-minute orientation with Co-op Staff prior to rental.**
- 4. Renters are responsible for discussing needs and technical specs required with Co-op Staff members when the reservation is being confirmed. The space includes tables, chairs, and a TV screen with HDMI and Google Hub connections.**
 - **Willy Street Co-op does not have any IT support available for renters, equipment is available as-is.**
- 5. Use of Space**
 - Capacity is 99 people.
 - Smoking is not permitted on the premises.
 - No illegal activities are allowed on the premises.
 - **Renters are responsible for setting up the space as well as restoring the space to its original condition.**
 - **Complete tasks and fill out the exit checklist(s) on pages 9-10 before exiting the building.**
 - **Renters cannot use areas or equipment outside of their rental space unless authorized by a Co-op Staff Member.**
- 6. The event room is windowed and visible to the general public.**
 - Sounds can be heard both inside and outside the room. Please keep this in mind when seeking a quiet, uninterrupted, private space.
- 7. Space rental does not include advertising, include any private rental listings in store advertising, any publications, and/or online.**
- 8. The views expressed by individuals and groups who hold private events on Co-op property are solely those of the individuals and groups themselves and do not represent the views of Willy Street Co-op. The Co-op reserves the right to refuse rentals that are contrary to the Co-op's mission or vision.**
- 9. All events must be non-discriminatory.** Any form of discrimination based on age, race, color, sex, sexual orientation, gender identity, religion or atheism, national or ethnic origin or ancestry, citizenship status, political beliefs, veteran status, handicap/disability, marital status, source of income, arrest record, conviction record, less than honorable discharge, physical appearance, genetic identity, familial status, student status, domestic partner status, receipt of rental assistance, the fact that the person declines to disclose their social security number, homelessness, unemployment status or any other category protected

by local, state or federal law is contrary to the principles and policies of Willy Street Co-op.

For all rentals:

- I have read and understand the Aubergine Rental Agreement and Terms of Use and agree to the terms.

For kitchen rentals:

- I am renting the Aubergine Kitchen; I have read and initiated the supporting documents: Liability & Confidentiality and Kitchen Rules.

Renter, or authorized agent of Renter, signs below to indicate full agreement to all the terms stated in this Aubergine Rental Agreement and attachments.

PRINT NAME _____

SIGNED _____

DATE _____

Signing on behalf of Renter named above, with authority to fully bind Renter to the terms of this Agreement.

Liability & Confidentiality

Limitation of Liability: Renter agrees that any and all claims involving Willy Street Grocery Co-op (WSGC) are strictly subject to the following limitations:

- **Indemnity Clause:** Renter will further indemnify and hold WSGC harmless from and against any and all liabilities, claims, demands, suits, losses, damages, costs, attorney's fees, and expenses for bodily injury to, or death of any person, or damage to or destruction of any property, caused by any negligent or intentional act or omission on the part of Renter, its officers, employees or former employees. Except WSGC shall not be held harmless for any such liabilities, claims, demands, suits, losses, damages, costs, attorney's fees, and expenses caused by any negligent or intentional act of omission on the part of WSGC, its officers, employees, or agents.
- **Business Services:** All Business Services provided by WSGC and/or any officers, staff, or other agents of WSGC are provided solely for the purpose of assisting Renter in the operation of its business. WSGC makes no representations, warranties, or guarantees that the business services provided will result in the success of the Company. Renter acknowledges and agrees that WSGC and any officers, staff, or other agents of WSGC are not liable to the Renter, its company, or its principal(s) or Owner(s) for any damages resulting from the use of or reliance upon the business services provided by WSGC.
- **Liability:** WSGC shall not be liable for any damage to either person or property sustained by the tenant nor by any third party arising in any way out of the Renter's use, operation, occupancy of WSGC premises, or sale or distribution of any product manufactured on the premises. The Renters covenant and agree to indemnify, defend, and hold harmless WSGC and its employees from all claims, costs, and liability arising from or in connection with damages, injuries to persons (including death), or property in, upon or about WSGC premises, or any portions thereof, or resulting from the sale, distribution, and use of any product manufactured by the Renter on WSGC premises. Except WSGC shall not be held harmless for any such liabilities, claims, demands, suits, losses, damages, costs, attorney's fees, and expenses caused by any negligent or intentional act of omission on the part of WSGC, its officers, employees, or agents.
- **Confidentiality:** WSGC acknowledges that Renter's use of the property may involve the use of recipes, techniques, sources of ingredients, financial and business records, or other information that is owned and used exclusively by the Renter that may constitute trade secrets of proprietary knowledge that must remain confidential of the protection of the Renter's business ("Confidential Information"). Renter acknowledges and agrees that Renter is responsible for maintaining the confidentiality of the Renter's trade secrets of proprietary knowledge, WSGC shall not be liable for the Renter's Confidential Information.
- **Use:** Renter is expected to abide by all applicable rules, regulations and laws. Renter may not use the Premises in any manner that violates any law, ordinance, code, or regulation of applicable governing authorities, or provision or directive of any applicable fire insurance carrier.

RENTER'S INITIALS _____ I have read and understand the Liability & Confidentiality document, and agree to be bound by and to follow the requirements stated above

Aubergine Kitchen Rules

- Anyone 17 years of age or under must be under the supervision of an adult at all times.
- Clean and sanitize all food contact surfaces prior to starting work and after work. Sanitizing buckets, and instructions for mixing the sanitizing solution will be provided. Sanitizing solutions must be prepared according to the pre-established formula.
- Wipe up spills right away and clean and sanitize food contact surfaces.
- Clean all equipment after use by following the cleaning instructions provided.
- Individuals who are sick or exhibit symptoms of illness (including vomiting, diarrhea, fever, and skin infections) are not allowed in the kitchen until 24-48 hours after their last symptom.
- If Renter is processing food for commercial use and sale, all applicable rules and regulations.
- Rental privileges may be denied or revoked by Customer Experience Department staff for any reason, at any time.
- Please see Kitchen Use exit list.

RENTER'S INITIALS_____I have read and understand the Willy Street Co-op Kitchen Rules document, and agree to fully comply with these practices while using WSGC facilities.

General Use Exit Checklist

- Space is cleared of all Renter materials.
- All tables and chairs must be wiped off and cleaned of any spills or food residue.
- All tables, chairs, and equipment are returned to their original places.
- All trash must be placed in the provided containers.
- All recycling and cardboard boxes must be broken down and placed in the recycling containers.
- Please list any items Co-op staff need to address due to a broken or poor condition. Please know you may be contacted by Co-op staff to follow up with questions.:

- _____
- _____
- _____
- _____
- _____

- Any input you would like to provide to improve the space?

Renter Signature: _____

Date of Use: _____

Kitchen Use Exit Checklist

- Space is removed of all Renter materials unless additional storage space is rented.
- All equipment must be left where found and must be cleaned/washed to standards as shown by Co-op staff prior to rental.
- All tables and chairs must be wiped off and cleaned of any spills or food residue.
- All trash must be placed in the provided containers.
- All recycling and cardboard boxes must be broken down and placed in the recycling containers.
- Please list any items Co-op staff needs to address due to a broken or poor condition . Please know you may be contacted by Co-op staff to follow up with questions.:

- _____
- _____
- _____
- _____
- _____

- Any input you would like to provide to improve the space?

Renter Signature: _____

Date of Use: _____