

VENDOR LEASE AGREEMENT

Between All Saints’ Episcopal Church & Preschool, a Hawaii nonprofit corporation
and a church in the Episcopal Diocese of Hawai’i

[PHYSICAL ADDRESS] 4-1065 Kuhio Highway, Kapaa, Hawaii 96746

[MAILING ADDRESS] 4-1061 Kuhio Highway, Kapaa Hawaii 96746

or PO BOX 248, Kapaa, Hawaii 96746

and [BUSINESS NAME] _____ [OWNER'S
NAME] _____ [MAILING
ADDRESS] _____ [EMAIL
ADDRESS] _____ [CELL/HOME
PHONE] _____

Effective Date: _____

Background: All Saints’ Episcopal Church & Preschool (“All Saints” or “Lessor”) and _____ (“Lessee”) desire to enter into an agreement under which (a) All Saints’ will lease to Lessee certain space which is located at 4-1065 Kuhio Highway, Kapaa, Hawaii 96746, and (b) Lessee will operate a food truck, all in accordance with the provisions and requirements stated herein by and between the parties and dated for reference purposes (“Lease”). The description of the premises leased hereby (hereinafter referred to as the “Premises) is described as follows: parcel of land approximately 25’x25’ on the southwest corner of the All Saint's campus, adjacent to Kuhio Highway in the parking lot in front of All Saints’ Gym.

All Saints’ and Lessee hereby agree as follows:

1. Purpose

Lessee shall use the Premises for the sole purpose to locate and operate their food truck. Lessee has full control over the total responsibility for the operation of the food truck.

2. Special Requirements

Lessee shall meet all federal, state, and county laws, rules and regulations as they relate to business and legal requirements and use of the Premises (including, but not limited to the COVID-19 Agreement enclosed.).

Lessee may obtain permission from All Saints’ to use other areas of the campus not covered by this lease. Such permission will be in writing and be obtained in writing and in advance of any use.

3. Term of Agreement

The terms of lease shall be in effect for a period of 12 months after the effective date. After this period, the lease will transition to month to month, until a new annual lease is signed.

LESSEE COVENANTS WITH LESSOR AS FOLLOWS:

4. Rental Payment

Lessee will pay All Saints according to one of three rates:

- \$50/day, or
- \$575/month (Part-time), or
- \$850/month (Full-time).

Part-time is up to 20 hrs/week on average during the month. Anything over 20 hrs/week is considered Full-time. Permanent parking (24/7) will be considered for Full-time food trucks only upon request, at the discretion of the Lessor. The allowance for permanent parking may be revoked by the church at any time. **Rental payments are due on the 1st of each month** and cover the rent for the month in which it is due (example: June 1st payment covers the month of rent for June).

5. In Consideration of the Rent

Lessee will have the use of the premises every day of the week between the hours of 8:00 AM to 6:00 PM. Other times will be considered upon request, at the discretion of the Lessor. Preference will be given to all church related events. The Lessor agrees to give Lessee 48-hour notice by email or phone of events on campus that would prevent Lessee from utilizing the premises (example: large funerals, weddings, etc.). Lessee’s rental will be credited the daily rate for each day they are unable to normally operate with prior written notice.

6. Utilities and Trash

Except for electricity, Utility services (water, gas, internet, and trash) are not included in the monthly rental fee. If the Lessee requests access to electrical power, a \$50/month surcharge will be added for the convenience of electrical hookups (both 120V and 240V). This charge does not include the actual amount of electricity used. The electricity usage will be monitored and an additional fee will be charged depending upon the average monthly useage. I agree to:

- Electrical hookup for \$50/month, plus
- Electricity cost of \$_____/month depending upon usage

If, no electrical hookup is requested, the Lessee is responsible for electrical power using a low-noise generator. At the end of each day, Lessee will remove all trash from the Premises (do not use Church trash bins), and lock all gym and bathroom doors.

7. Liability Insurance and Indemnification

Lessee shall, at its own expense, keep in force and effect at all times during the terms of this lease and any extension thereof, a policy of comprehensive general liability insurance covering the demised Premises with limits of \$2,000,000 for damage to property and

\$1,000,000 for personal injury limit, \$1,000,000 for each occurrence limit and \$50,000 for fire damage limit, said policy to name Lessor as additional insured. All Saints' will only provide the specified land area and not its staff or volunteer personnel to Lessee. Lessee shall obtain the necessary liability insurance coverage and additional insurance coverage mandated by applicable state and federal laws, including but not limited to workers' compensation and temporary disability insurance, and provide All Saints' with evidence of such coverage within 14 calendar days following the execution of this Lease by the parties. Lessee agrees to indemnify and hold harmless

All Saints' from any civil action which maybe initiated by any employee of Lessee, independent contractor contracted by Lessee, client or participant in activities related to the Lessee's operations.

Regarding any property maintained or kept on-site by Lessee, All Saints' will not be held responsible for any theft, loss or damage.

8. Public Restrooms

The staff only of Lessee shall have access to the gym restrooms in the All Saints' Gymnasium during Lessee's hours of operations. A key to the restrooms is available from the church office, with the signing of a separate key agreement. Lessee agrees to keep both the gym and bathroom keys private and will not give to customers, patrons, nor outside parties.

9. Alterations

Lessee will not, without prior written consent of Lessor, make alterations, improvements or additions to the Premises. Any alterations made by Lessee shall become the property of the Lessor.

AND LESSOR AND LESSEE HEREBY MUTUALLY COVENANT AND AGREE TO AND WITH EACH ITEM AS FOLLOWS:

10. Indemnification

Lessee shall hold harmless and indemnify All Saints' and all other persons or organizations known as All Saints' Episcopal Church and Preschool and The Episcopal Diocese of Hawaii, and their officers, directors, employees and agents from any claims, losses, damages, liabilities, costs, expenses, judgments, or obligations arising out of or resulting from the occupation or use of the Premises by Lessee, its officers, employees, or agents. This indemnification provision shall survive termination of this Lease.

11. Independent Contractor Status

Lessee shall be solely responsible for its business administration, operation, any construction, or alteration projects. Nothing in this lease is intended to create an employer-employee relationship, partnership, or joint venture relationship between All Saints' and Lessee.

12. Assignment and Subletting

This Agreement may not be assigned, mortgaged or sublet by Lessee without the prior written

consent of All Saints', which consent may not be withheld unreasonably and arbitrarily. Any such attempted assignment, mortgage or sublease shall be null and void and without effect.

13. Early Termination of the Lease Agreement by Lessor

The Lessor has the right to terminate the Lease at any time and for any reason without any refund or compensation. The Lessor agrees to provide written notice to the Lessee stating their intention to terminate the Lease Agreement at least 14 days prior to the early lease termination date.

14. Early Termination of the Lease Agreement by Lessee

The Lessee agrees to provide written notice to the Lessor stating their intention to terminate the Lease Agreement at least 14 days prior to the early lease termination date. The Lessee agrees to pay any outstanding rent and is obligated to pay the remaining rent balance under terms of the lease agreement (section 3) regardless of the early termination date.

15. Default

If Lessee (1) shall fail to pay the rent within ten (10) days after the same becomes due and such default shall continue for a period of ten (10) days after written notice of such default of Lessee or (2) shall fail to observe or perform any of its agreements under this Lease and such default shall continue for a period of thirty (30) days after written notice of such default or Lessee, or (3) shall become bankrupt or insolvent or makes an assignment for the benefit of creditors, or (4) shall abandon the Premises, or (5) shall file any debtor proceedings of any kind under the Federal Bankruptcy Act seeking readjustment, arrangement, postponement, composition or reduction of Lessee's debts, liabilities or obligations, or (6) shall suffer this lease or any estate of interest herein to be taken under any writ of execution, then, and in any such event, in addition to all other rights and remedies it may have pursuant to this Lease or provided by law, Lessor may at once enter upon the Premises, or any part thereof in the name of the whole, and at Lessor's option terminate this lease and thereupon take possession of the Premises and all improvements thereon and thereby become wholly vested with all right, title and interest of Lessee therein. If Lessee defaults on its lease payments, Lessee shall be responsible for any damages and legal costs incurred by All Saints' related to such default and obtaining payment for the default.

Confidentiality: Lessee agrees that all information relating to All Saints' shall be treated in a confidential manner, and in compliance with applicable state and federal law. All Saints' agrees that all information relating to Lessee shall be treated in a confidential manner, and in compliance with applicable state and federal law.

Nondiscrimination: Lessee shall not discriminate against any person in employment because of race, color, religion, gender, sexual orientation, marital status, national origin, age, or disability in accordance with applicable state and/or federal laws or regulations.

Amendments: No modification of this Agreement shall be effective, unless written and signed by both parties.

Costs and Attorneys' Fees: In the event of any litigation or arbitration concerning this Lease, the prevailing party shall be entitled to recover from other party its costs and reasonable attorneys' fees.

Surrender: At the end of said term or extension thereof of this Lease, Lessee will peaceably deliver up to the Lessor possession of the Premises hereby demised.

Construction of Language: The term “Premises” shall mean the premises demised under this lease as described in this agreement; the term “Lessor” shall include the Lessor and Lessor’s heirs, executors, administrators, successors and assigns, and the term “Lessee” shall include Lessee and Lessee’s heirs, executors, administrators, successors and assigns.

Notices: All notices or demands which may be required to be given by either party or the others shall be in writing. All notices or demands by All Saints shall be given or made when delivered in person leaving such notice with a responsible person at the Premises. All notice by or to Landlord or Tenant shall be deemed to be sufficiently given, made or delivered if sent or delivered by certified or registered mail, return receipt requested, postage prepaid, addressed to the respective parties at these addresses.

To Lessee:

To All Saints’ Episcopal Church and Preschool:

All Saints’ Episcopal Church and Preschool
4-1061 Kuhio Highway, Kapaa, Hawaii
96746

[Lessee address if different than above]

16. Exceptions: These specific items have been granted to the Lessee by the Lessor.

IT WITNESS WHEREOF, the parties hereto have executed this Agreement.

**ALL SAINTS’
EPISCOPAL CHURCH**

LESSEE

By: _____
(Signature)

By: _____
(Signature)

By: _____
(Printed Name & Title)

By: _____

Date: _____
(Printed Name & Title)

Date: _____

