



403 EATS
403 E Main Street
Tomball, Texas 77375

FOOD TRUCK SPACE LEASE AGREEMENT

This Lease Agreement ("Agreement") is made and executed by and between **403 EATS** ("403 EATS") and **xxxx** ("Lessee") from **xxx, 2017 to xxx, 2017**.

403 EATS hereby leases to Lessee Food Truck lease space ("Premises") at 403 E Main Street, in the **City of Tomball**, County of **Harris**, Texas, on the Premises, all under and pursuant to the following terms and conditions.

Lessee must initial each page on the line space provided.

1. **TERM:** The primary term of the Agreement shall commence on **xxx, 2017** an hour before normal operating hours and shall end an hour after normal operating hours on **xxx, 2017**. Hours of operation are Thursday through Monday; 11am to 9:00 pm Thursday & Monday, 11am to 10pm Friday and Saturday and 11am to 6pm Sunday.

2. **RENT:** Lessee shall pay **\$125** per calendar day, **\$1,750 per month for one month lease**, payable at the signing of the Lease. **\$1,500 per month for three-month lease**, first month payable at time of signing and then on or before the 1st of each subsequent month. If payment made after the 5th of the month, a \$50 late fee will apply. Time is of the essence with regards to all payments, fees, penalties and corresponding due dates contained herein. A fee of **\$50** will be assessed for all checks returned due to insufficient funds or for any other reason, and be immediately due from Lessee to 403 EATS.

3. **METHOD OF PAYMENT:** Lessee shall make rental payments by check, money order, electronic payment, or cash, provided however, that if Lessee fails to timely make a rental payment or submits a check that is dishonored, 403 EATS reserves the right to notify Lessee, in writing, that future rent payments must be made by money order. Credit Card payments will be subject to a \$10 additional fee. No forbearance of a late payment shall be deemed as a waiver by 403 EATS.

4. **RULES AND REGULATIONS:** Lessee agrees to keep in force all items referenced in the Mobile Unit Checklist and established Rules and Procedures throughout the length of the lease. Either may change from time to time at the sole discretion of 403 EATS. Any breach or violation of such guidelines is expressly declared to be a breach of this Agreement and 403 EATS holds the right to terminate Lessee's contract. Acceptable business standards are required.

5. **MOVE-IN AND MOVE-OUT:** Lessee agrees to move-in and move-out under provided guidelines set forth in this contract. Lessee will clean the area immediately around their Food Truck prior to leaving 403 EATS. Lessee agrees to set up in a timely manner and make attempts to mitigate disruption to customers, other Food Trucks & employees and 403 EATS. Move-in and setup shall be Lessee's responsibility and 403 EATS shall in no way be liable or responsible for any improper installation. Any outstanding balances must be paid in full prior to Lessee leaving the property or Lessee will be in violation and may be subject to enforcement action such as being reported to local authorities for theft of services.

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6. **ACCESSORIES, EQUIPMENT AND STRUCTURES:** Approval of 403 EATS must be obtained before installation or modification of any accessory, equipment, or other structure.

7. **FACILITY MAINTENANCE:** General maintenance of the area outside the footprint of the 403 EATS building, is a joint responsibility and overall cleanliness will be up kept by 403 EATS employees and Lessee's employees alike. Waste will be disposed of in the proper receptacles. Any damage to 403 EATS property or fixtures, including but not limited to the utility pedestal and sewer drain, shall be reported to management in a timely manner. If any damage or repair to a fixture creating a substantial risk to a person's health or grave property damage must be reported to a 403 EATS employee immediately. 403 EATS will assess the issue and make arrangements for the repair in a timely manner accordingly. Failure to maintain the site as outlined by this Lease or 403 EATS Rules and Regulations is just cause for termination of this agreement. Lessee hereby indemnifies and holds 403 EATS harmless from any cost, loss, or damage caused at the premises in the course of such maintenance.

8. **PARKING RULES:** For the safety of the employees, customers, guests and invitees, at 403 EATS, Lessees agree to abide by such and to cooperate in the enforcement of any parking regulations. Lessees and employees must park behind the building at 407 E Main, Tomball, TX 77375. All vehicles must meet statutory requirements for inspection, safety, etc. to be operated on premise. No junked, unusable or unsightly vehicles will be allowed on the premise. 403 EATS may, at its sole discretion, for the welfare of the customers, other Food Trucks, employees, and general operation of business, restrict the delivery of certain products and services to approved, designated suppliers or restrict the times of delivery of products and services. 403 EATS reserves the right to approve or decline all food trucks based on appearance.

9. **INSPECTION BY 403 EATS:** 403 EATS warrants and covenants that a full and complete inspection of the Premises and of the Community and all its facilities has been made and that all of such were found to be in good, safe and general operating condition. All Food Trucks must maintain a level of cleanliness standards set forth by the Harris County Public Health Environmental Health Services under Mobile Food Service Rules and Regulations. Lessee must be compliant and maintain a current permit. Lessee must be compliant and maintain a current permit. 403 EATS is not responsible for any Foodborne Illness or mishandling of food by Lessee or the Lessee's employee(s).

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12. CONTRACTUAL LIEN: 403 EATS shall have and is hereby granted a lien upon all non-exempt property of any kind found or located on the leased premises to secure payment of rent due or to become due under this lease. If Lessee is delinquent in payment of any rental due under this lease, 403 EATS shall have the right to enter peacefully the Food Truck to exercise 403 EATS's contractual lien. Lessee's absence from the premises for three consecutive days while all or any portion of the rentals or other sums due under this lease are delinquent shall be deemed an abandonment of the premises. In order to clear such abandoned premises, 403 EATS may enter the Food Truck to remove and store all property of every kind found therein. 403 EATS may impose reasonable charges for storing seized or abandoned property and may sell the same at a private or public sale after thirty (30) days written notice to Lessee of the time and place of such sale, and 403 EATS shall have the right to become purchaser upon being the highest bidder at such sale; the notice shall be deemed to have been given at the time of placing such notice in the U.S. mail, postage prepaid, certified, or registered mail to Lessee at the street or post office address hereinabove set forth. Sale shall be to the highest cash bidder and the proceeds thereof shall be first credited to the cost of seizure, storage and sale and then to the delinquent rentals or other sums due 403 EATS; if any sale proceeds then remain such shall be held by 403 EATS for Lessee and 403 EATS shall notify Lessee of such surplus monies in the same manner required for notice of the sale. It is expressly agreed that all of the lien provisions of this paragraph and the procedures contemplated thereby shall be available to, and may be done by, 403 EATS without the necessity of any prior court hearing, proceeding or order. 403 EATS shall have no liability to Lessee whatsoever for any acts or actions taken or performed pursuant to the provisions of this paragraph.

13. INDEMNIFICATION: Lessee hereby agrees to indemnify and hold 403 EATS harmless for any injury or death to any person or damage to any property arising out of the use of the Premise by Lessee, Lessee's family, agents, employees, guests or invitees. Lessee is to keep the Food Truck and Premises in good and safe condition, and notify 403 EATS immediately of any unsafe or unsanitary conditions in the Premise or upon 403 EATS. 403 EATS shall not be liable to Lessee for any damages arising out of any actions or negligence on the part of any other Food Trucks, agents, employees, guests or invitees. Lessee agrees to pay 403 EATS for any damages caused by Lessee, Lessee's family, agents, employees, guests or invitees whether such damage is sustained by said 403 EATS family, agents, employees, guests or invitees.

14. WAIVERS: No failure by 403 EATS to enforce any provision of this Agreement after default or breach by Lessee shall be deemed a waiver of 403 EATS's right subsequently to enforce any and all provisions of this Agreement upon any other or further default or breach on the part of Lessee. All remedies contained herein are cumulative and agreed to by the parties without impairing any rights or remedies of 403 EATS, whether said rights or remedies are herein referred to or not. The obligation of Lessee to pay rent shall not be deemed to be waived, released or terminated by the service of a notice to vacate, notice to terminate, notice of breach, demand for possession, or institution of any legal action against Lessee. The acceptance of any rentals or other sums due shall not be construed as a waiver of any default or breach by Lessee, nor shall such acceptance reinstate, continue or extend the term of this Agreement or affect any notice, demand or suit in connection with such Agreement. No payment by Lessee or receipt by 403 EATS of an amount less than the total rental and charges due shall be deemed to be other than on account of the rent and charges due nor shall any endorsement on any check nor any letter accompanying such partial payment be deemed an accord and satisfaction, and 403 EATS may accept such partial payment without prejudice to 403 EATS's rights to collect the balance of rent and charges due.

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15. **AMENDMENTS:** This Lease Agreement, along with the 403 EATS Checklist for Food Trucks, Rules and Regulations, and Utilities Agreement, if applicable, constitutes the entire agreement between the parties; Lessee certifies that no other representations, either written or oral, were made by 403 EATS or relied on by Lessee as an inducement for the execution of, or as consideration for, this Agreement, Lessee acknowledges receipt of a copy of each of these documents and agrees that such shall not be modified or amended except as may hereafter expressly set forth in writing and executed by the parties or except as may otherwise be provided herein.

16. **TERMINATION FOR OTHER THAN NONPAYMENT:** Lessee's right to occupancy shall terminate or may be terminated as follows:

(a) at the end of the term of this Agreement or a future term by either Lessee or 403 EATS;

(b) at any time Lessee shall be in default on or in breach of any provision of this Agreement (or the other documents incorporated herein and made a part hereof by reference, such as the 403 EATS Rules and Regulations) upon written notice of such breach or default given by 403 EATS in accordance with Chapter 94 of the Texas Property Code;

(c) in accordance with the terms and provisions hereof relating to eminent domain or change in land use;

(d) at such other time as may be agreed to by the parties hereto in writing.

When Lessee's right of occupancy is terminated, Lessee shall pay all rental or other sums due or owed to 403 EATS and shall peacefully surrender possession of the Premises and remove all Lessee's property pursuant to this Agreement and failure to do so shall be deemed a breach of this Agreement.

17. **PAYMENT:** Lessee shall pay rent prior to setting up the truck at 403 EATS. Lessee's spot is not secured until payment has been received by 403 EATS or a designated 403 EATS employee. Payment will cover the use of the designated space at 403 EATS during the term specified in Article 1. of this lease, electrical usage, potable water, and use of the commissary. 403 EATS does not guarantee revenue or certain number of customers to Lessee. 403 EATS will not refund any rents received from Lessee for unsatisfactory business. 403 EATS will not refund payment if Lessee fails to show up for the term specified in this Lease.

18. **ATTORNEY'S FEES:** Should either Lessee or 403 EATS be required to employ legal counsel to enforce the terms, conditions and covenants of this Agreement, the prevailing party shall recover all reasonable attorneys' fees incurred therein.

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19. **FRESH WATER:** Lessee shall not keep their Fresh Water Line attached to 403 EATS Water Source. Lessee may connect a Fresh Water Line to 403 EATS Water Source to properly fill their fresh water tanks when necessary. When Lessee's fresh water tanks are full, Lessee shall disconnect from 403 EATS Water Source per the Harris County Public Health Environmental Health Services under Mobile Food Service Rules and Regulations. Line should be stored out of public view. Lessee will not be charged an additional water usage fee as it is included in the Daily Rent.

20. **ELECTRIC UTILITY:** 403 EATS shall provide access to a 50amp and a 20amp electrical plug to the Lessee which the Lessee can stay connected to per the Harris County Public Health Environmental Health Services. Lessee will not be charged an additional electrical usage fee as it is included in the Daily Rent.

21. **COMMISSARY:** PENDING HARRIS COUNT COMMISSARY APPROVAL. Lessee shall not keep their Waste Water Disposal Line attached to 403 EATS Sewer Line. Lessee may connect Waste Water Disposal Line to 403 EATS Sewer Line to properly dispose of said waste only when necessary to allow tank to drain. Lessee will inform an on-duty 403 EATS employee when disposal is complete to receive proper documentation of disposal per the Harris County Public Health Environmental Health Services under Mobile Food Service Rules and Regulations. Line should be stored out of public view.

22. **PROPANE:** Monthly lease holders will have access to propane provided by Texas Star Propane. Payment will be made directly to Texas Star. Daily lease holders must furnish their own propane.

23. **GREASE REMOVAL:** 403 eats shall provide area for grease removal.

24. **EMERGENCY MAINTENANCE NUMBER:** The telephone number of the person who may be contacted for emergency maintenance is: 281-330-4538

25. **ADDRESS FOR OFFICIAL NOTICE TO 403 EATS:** The name and address of the person designated to accept official notices for the landlord is addressed at. 403 EATS, 407 E Main, Tomball, TX

26. **INSURANCE:** Lessee mill maintain General Liability insurance of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. 403 EATS will be listed as Additional Insured throughout the lease agreement.

27. **MISCELLANEOUS:** This Agreement shall be governed by the laws of the State of Texas. Lessee acknowledges having read and understood all of the terms and provisions of this Agreement and agrees to be bound thereby. All references to "Lessee" herein shall include and mean all Food Trucks and their employees. The term "403 EATS" shall include and refer to the 403 EATS or Property Manager or other designated representative of 403 EATS. Time is of the essence of this Agreement. The provisions of this Agreement shall be severable; if any provision is held invalid or unenforceable by any court of law for any reason whatsoever, the remaining provisions shall not be affected and shall be in full force and effect.

28. **SPECIAL PROVISIONS:**

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EXECUTED on the date hereinabove written.

READ THIS AGREEMENT IN ITS ENTIRETY BEFORE SIGNING. PLEASE KNOW THAT CHAPTER 94 OF THE TEXAS PROPERTY CODE GOVERNS CERTAIN RIGHTS GRANTED TO THE TENANT AND CONTAINS CERTAIN OBLIGATIONS IMPOSED ON THE LANDLORD BY LAW.

Lessee

403 EATS

Food Truck Name_____

Designee Signature_____

Signature_____

Printed Name_____

Printed Name_____

Date_____

Date_____

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UTILITIES AGREEMENT
(ATTACHED TO AND A PART OF THE LEASE AGREEMENT)

LESSEE **xxx**

ELECTRIC:

Provided by Star Tex Energy
Cost per KW/HR: N/A (Included with Rent)

WATER:

Provided by City of Tomball
Set Service Charge: N/A
Cost per Gallon: N/A (Included with Rent)

PROPANE:

Provided by Texas Star Propane for monthly leases
Payments for propane usage will be directly to Texas Star

ICE:

Provided by 403 EATS
Cost per 40 lb Bag of Ice: \$10.00
Ice may be purchased through 403 EATS for the above listed price

SODA, TEA, BOTTLED WATER AND BEER & WINE:

Provided 403 EATS
Specialty drinks must be approved by Management

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