



THE TABLE AT MADELEY
316 MADELEY ST.
CONROE, TX 77301

FOOD TRUCK SPACE LEASE AGREEMENT

This Lease Agreement ("Agreement") is made and executed by and between **THE TABLE AT MADELEY** ("Lessor") and **XXX** ("Lessee"), as follows:

THE TABLE AT MADELEY hereby leases to Lessee a food truck lease space ("Premises") at 316 Madeley Street, in the **City of Conroe**, County of **Montgomery** Texas, on the Premises, pursuant to the following terms and conditions.

Lessee must initial each page on the line space provided.

1. **TERM:** The term of the Agreement shall commence on **XXX, 2022** and shall end on **XXX, 2022**. Lessee agrees to the following daily hours of operation: 11am to 10pm on Thursday, Friday and Saturday, and 11am to 7pm Sunday. Trucks must be open during hours of operation. Lessor reserves the right to change the Hours of Operation upon 30 days written notice to Lessee and Lessee agrees to abide by the new Hours of Operation, if any. Lessee agrees that Lessee's failure to comply with the Hours of Operation without prior permission from Lessor could result in a \$50 fee per day. Any exceptions must be approved by Lessor. If either party desires to terminate this Lease at the end of the Term, then Lessor or Lessee shall give the other party 30 days written notice that the Lease will not be renewed. If neither party gives 30 days prior written notice of termination of the Lease, then the Lease shall extend month to month upon the same terms herein.
2. **RENT:** Rental for the entire Term in the total amount of **\$18,000.00** payable in monthly installments of **\$1,500.00** for Year 1 (the "Monthly Rental"), which sum shall be payable by Lessee on or before the first day of each month, in advance, at 316 Madeley St., Conroe, TX 77301, or such other place as Lessor and Lessee shall agree. Lessee agrees to pay the Monthly Rental without any prior demand therefore and without any abatement, deduction or setoff whatsoever. Monthly Rental for the first month or portion thereof shall be paid upon the execution hereof. If the commencement of the lease Term should occur on a day other than the first day of a calendar month, or the termination date should occur on a day other than the last day of a calendar month, then the rental for such fractional month shall be prorated on a daily basis upon a thirty (30) day calendar month. Lessor shall apply a \$50 late fee for any Monthly Rental payments received by Lessor after the 5th of the month. Additionally, 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 THE TABLE AT MADELEY.
3. Lessee understands and acknowledges that THE TABLE AT MADELEY does not guarantee a minimum revenue or a certain number of daily or monthly customers to Lessee.
4. **METHOD OF PAYMENT OF MONTHLY RENT:** Lessee shall make Monthly Rental payments by the weekly Point of Sale reimbursement, check, money order, electronic payment, or cash, provided however, that if Lessee fails to timely make a Monthly Rental payment or submits a check that is dishonored, THE TABLE AT MADELEY reserves the right to notify Lessee, in writing,

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that future rent payments must be made by money order. Credit Card payments of Monthly Rents shall be subject to a 4% additional fee. No forbearance of a late payment shall be deemed as a waiver by THE TABLE AT MADELEY.

5. **POINT OF SALE:** Lessee agrees to use the Lessor's Point of Sale system for all customer online orders and payments for orders of food sold by Lessee to customers online and to-go orders. Lessor agrees to pay Lessee for 90% of the amount collected for all Lessee's customer orders and deduct 100% of all sales taxes collected on Lessee's customer orders each Wednesday following the previous week that ends on Sunday. Lessee understands and acknowledges that Lessor will be taking online and to-go orders from Lessee's customers and receiving for the benefit of Lessee ALL online & to-go payments for food orders sold by Lessee to customers. Lessee agrees to take orders and payment independently from Table at Madeley POS for any customer for any food or menu item sold by Lessee at the Premises.
6. **SECURITY DEPOSIT:** Upon execution of this Lease, Lessee shall deposit with Lessor a Security Deposit in the amount of \$1,500, which shall be held by Lessor as security for the performance by Lessee of all terms, covenants and conditions of this Lease. It is expressly understood and agreed that such deposit is not an advance rental deposit or a measure of Lessor's damages in case of Lessee's default. If Lessee defaults with respect to any provision of this Lease, including, but not limited to, the provisions relating to the payment of rent or to perform any other term, covenant or condition contained herein, Lessor may (but shall not be required to), without prejudice to any other remedy provided herein or provided by law and without notice to Lessee, use the Security Deposit, or any portion of it, to cure the default or to compensate Lessor for all damages sustained by Lessor resulting from Lessee's default. Lessee shall immediately on demand pay to Lessor a sum equivalent to the portion of the Security Deposit so expended or applied by Lessor as provided in this paragraph so as to maintain the Security Deposit in the sum initially deposited with Lessor. Although the Security Deposit shall be deemed the property of Lessor, if Lessee is not in default at the expiration or termination of this Lease, Lessor shall return the Security Deposit to Lessee. Lessor shall not be required to keep the Security Deposit separate from its general funds and Lessor, not Lessee, shall be entitled to all interest, if any, accruing on any such deposit. Upon any sale or transfer of its interest in the Premises, Lessor shall transfer the Security Deposit to its successor in interest and thereupon, Lessor shall be released from any liability or obligation with respect thereto.
7. **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 THE TABLE AT MADELEY. Any breach or violation of such guidelines is expressly declared to be a breach of this Agreement and THE TABLE AT MADELEY holds the right to terminate Lessee's contract. Acceptable business standards are required.
8. **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 THE TABLE AT MADELEY. Lessee agrees to set up in a timely manner and make attempts to mitigate disruption to customers, other Food Trucks & employees and THE TABLE AT MADELEY. Move-in and setup shall be Lessee's responsibility and THE TABLE AT MADELEY shall in no way be liable or responsible for any improper installation. Any outstanding balances

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must be paid in full prior to Lessee leaving the property or Lessee will be in violation and may be subject to enforcement action.

9. **ACCESSORIES, EQUIPMENT AND STRUCTURES:** Approval of THE TABLE AT MADELEY must be obtained before installation or modification of any accessory, equipment, or other structure.
10. **FACILITY MAINTENANCE:** Cleanliness is imperative. General maintenance of the area outside the footprint of the THE TABLE AT MADELEY building, is a joint responsibility and overall cleanliness will be up kept by THE TABLE AT MADELEY employees and Lessee's employees alike. Waste shall be disposed of in the proper receptacles. Any damage to THE TABLE AT MADELEY property or fixtures, including but not limited to the utility pedestal, sewer drain and oil, 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 THE TABLE AT MADELEY employee immediately. THE TABLE AT MADELEY 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 THE TABLE AT MADELEY Rules and Regulations is just cause for termination of this agreement. Lessee hereby indemnifies and holds THE TABLE AT MADELEY harmless from any cost, loss, or damage caused at the premises in the course of such maintenance.
11. **PARKING RULES:** For the safety of the employees, customers, guests and invitees, Lessees agree to abide by and to cooperate in the enforcement of any and all parking regulations. Lessees and employees must park nearby on Madeley street (NOT IN FRONT OF BUSINESS) or Montgomery County parking garage located at 350 Simonton St., Conroe, TX 77301. All Food Trucks must meet statutory requirements for inspection, safety, etc. to be operated on premise. No junked, unusable, unsanitary, or unsightly Food Trucks will be allowed on the premise. THE TABLE AT MADELEY 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. THE TABLE AT MADELEY reserves the right to approve or decline all food trucks based on appearance.
12. **INSPECTION BY THE TABLE AT MADELEY:** THE TABLE AT MADELEY 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 Montgomery County Public Health Environmental Health Services under Mobile Food Service Rules and Regulations. Lessee must be compliant and maintain a current permit. THE TABLE AT MADELEY is not responsible for any Foodborne Illness or mishandling of food by Lessee or the Lessee's employee(s). Lessee agrees to indemnify and hold Lessor harmless for any food borne illness caused by Lessee to any customer.
13. **CONDITION OF FOOD TRUCK AND DISPOSAL OF WASTE:** Food Trucks must be kept in clean, working order. Faulty equipment that causes spillage or damage will result in a fine to the Lessee. Spills caused by truck employees of contaminants, grease, grey water or trash will be subject to fine. All trash must be properly secured before moving to the dumpster. All bags must be tightly tied and double bagged if there are any leaks. All boxes must be flattened before placing in dumpster. \$50 fine per occurrence.

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14. **FOOD TRUCK EMPLOYEES:** Your employees not only represent your business, but the business of each truck in the park, as well as THE TABLE AT MADELEY. Employees are expected to act in a business like manner at all times. Smoking/Vaping is not permitted in any public area, including behind the trucks. A designated smoking area is located by the dumpster. No cigarettes may be thrown anywhere on the Premises, in the street or in the alley behind THE TABLE AT MADELEY.
15. **CONTRACTUAL LIEN: THE TABLE AT MADELEY 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 Monthly Rental due under this lease, THE TABLE AT MADELEY shall have the right to enter peacefully the Food Truck to exercise THE TABLE AT MADELEY's contractual lien. Lessee's absence from the premises for three consecutive days while all or any portion of the Monthly 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, THE TABLE AT MADELEY may enter the Food Truck to remove and store all property of every kind found therein. THE TABLE AT MADELEY 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 THE TABLE AT MADELEY 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 THE TABLE AT MADELEY; if any sale proceeds then remain such shall be held by THE TABLE AT MADELEY for Lessee and THE TABLE AT MADELEY 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, THE TABLE AT MADELEY without the necessity of any prior court hearing, proceeding or order. THE TABLE AT MADELEY shall have no liability to Lessee whatsoever for any acts or actions taken or performed pursuant to the provisions of this paragraph.**
16. **INDEMNIFICATION:** Lessee hereby agrees to indemnify and hold THE TABLE AT MADELEY harmless for any injury or death to any person or damage to any property arising out of the use of the Premises 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 THE TABLE AT MADELEY immediately of any unsafe or unsanitary conditions in the Premise or upon THE TABLE AT MADELEY. THE TABLE AT MADELEY 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 THE TABLE AT MADELEY for any damages caused by Lessee, Lessee's family, agents, employees, guests or invitees whether such damage is sustained by said THE TABLE AT MADELEY family, agents, employees, guests or invitees.

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17. **WAIVERS:** No failure by THE TABLE AT MADELEY to enforce any provision of this Agreement after default or breach by Lessee shall be deemed a waiver of THE TABLE AT MADELEY's right 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 THE TABLE AT MADELEY, whether said rights or remedies are herein referred to or not. The obligation of Lessee to pay the total amount of Rent owed under this Lease 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 Monthly 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 THE TABLE AT MADELEY of an amount less than the total Monthly Rental and charges due shall be deemed to be other than on account of the total Rent owed and charges due; nor shall any endorsement on any check nor any letter accompanying such partial payment be deemed an accord and satisfaction, and THE TABLE AT MADELEY may accept such partial payment without prejudice to THE TABLE AT MADELEY's rights to collect the balance of Rent and charges due.
18. **INTERGRATION OF TERMS AND AMENDMENTS:** This Lease Agreement, along with THE TABLE AT MADELEY Checklist for Food Trucks, any 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 THE TABLE AT MADELEY 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.
19. **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 THE TABLE AT MADELEY;
 - (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 THE TABLE AT MADELEY Rules and Regulations, upon written notice of such breach or default given by THE TABLE AT MADELEY;
 - (c) in accordance with 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.

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When Lessee's right of occupancy is terminated, Lessee shall pay all rental or other sums due or owed to THE TABLE AT MADELEY 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.

20. **ATTORNEY'S FEES:** Should either Lessee or THE TABLE AT MADELEY 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.

21. **FRESH WATER:** Lessee will connect a working Fresh Water Line to THE TABLE AT MADELEY Water Source to properly fill their fresh water tanks when necessary. Lessee shall not keep their Fresh Water Line attached to THE TABLE AT MADELEY Water Source. When Lessee's fresh water tanks are full, Lessee shall disconnect from THE TABLE AT MADELEY Water Source per the Montgomery County Public Health Environmental Health Services under Mobile Food Service Rules and Regulations. Lessee's Water Line must be stored out of public view. Lessee will not be charged an additional water usage fee as it is included in the Rent. Each truck must have its own working Water Line.

22. **ELECTRIC UTILITY:** THE TABLE AT MADELEY shall provide access to a 50amp and a 20amp electrical plug to the Lessee which the Lessee can stay connected to per the Montgomery County Public Health Environmental Health Services. Lessee will be charged for electrical usages (sub-meter) and billed monthly. Within 14 days of Lessor providing to Lessee with the amount owed for electricity each month, Lessee shall the amount owed by the weekly Point of Sale reimbursement, check, money order, electronic payment, or cash. Credit Card payments of the amount owed for monthly electricity shall be subject to a 4% additional fee. No forbearance of a late payment shall be deemed a waiver by THE TABLE AT MADELEY. Landlord shall not be liable for any interruption whatsoever in utility services not furnished by Landlord, nor for interruptions in utility services furnished by Landlord which are due to fire, accident, strike, acts of God or other causes, or which are necessary or useful in connection with making any alterations, repairs or improvements.

23. **COMMISSARY: THE TABLE AT MADELEY IS AN APPROVED MONTGOMERY COUNTY COMMISSARY.** Lessee will connect a working Waste Water Disposal Line to THE TABLE AT MADELEY Sewer Line to properly dispose of waste daily. Lessee shall not keep their Waste Water Disposal Line attached to THE TABLE AT MADELEY Sewer Line. Lessee will inform an on-duty THE TABLE AT MADELEY representative before disposal begins to receive proper documentation of disposal per the Montgomery County Public Health Environmental Health Services under Mobile Food Service Rules and Regulations. Each Food Truck must maintain its own working Waste Water Disposal Line, which must be stored out of public view. Daily commissary receipts are included in rent and will only be issued after a THE TABLE AT MADELEY representative has seen the truck dispose of grey water. Unsupervised disposal will result in a \$25 fee to the Lessee.

24. **PROPANE:** Propane is available nearby at AUTOMATIC L.P. GAS CO . lease holders must furnish their own propane.

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25. **EMERGENCY MAINTENANCE NUMBER:** The telephone number of the person who may be contacted for emergency maintenance is: 832-326-2289 Frank Jackson

26. **ADDRESS FOR OFFICIAL NOTICE TO THE TABLE AT MADELEY:** The name and address of the person designated to accept official notices for the landlord is addressed at. THE TABLE AT MADELEY, 316 Madeley st. Conroe, TX 77301

27. **INSURANCE:** Lessee will maintain General Liability insurance of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. THE TABLE AT MADELEY, at 316 Madeley st , Conroe, TX, will be listed as an Additional Insured throughout the lease agreement. Within 5 days of a request by Lessor, Lessee shall provide evidence that said general liability insurance policy covering Lessee and Lessor is in force and effect.

28. **MARKETING:** Lessee acknowledges and agrees to make weekly posts on digital platforms (Facebook, Youtube, Instagram, Twitter etc.) that Lessee utilizes to promote said business and offer the public a weekly food menu item special, that is unique (non-regular menu item) or priced as a discount from normal sales price to offer customer incentive to purchase. Lessee also agrees to use 316 Madeley st. **Ste:** _____ Conroe, TX 77301 as Google business address for SEO and other online marketing opportunities.

29. **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 Lease Agreement and agrees to be bound thereby. All references to "Lessee" herein shall include and mean all Food Trucks and their employees. The term " THE TABLE AT MADELEY " shall include and refer to the THE TABLE AT MADELEY or Property Manager or another designated representative of THE TABLE AT MADELEY. 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.

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READ THIS AGREEMENT IN ITS ENTIRETY BEFORE SIGNING.

Lessee

Food Truck Name ___ **XXX** _____

Designee Signature _____ Printed Name _____
Date _____
Address _____
Phone _____
Phone _____
Email _____ Establishment # _____

THE TABLE AT MADELEY

Signature _____ Printed Name ___ Frank Jackson _____

Date _____

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

ELECTRIC:

Provided by Entergy -

Cost per KW/HR: N/A (Billed Monthly Separate from Rent)

WATER:

Provided by City of Conroe

Set Service Charge: N/A

Cost per Gallon: N/A (Included with Rent)

PROPANE:

Automatic LP fis nearby for propane refills.

COMMISSARY:

Receipts provided by THE TABLE AT MADELEY (Included with Rent)

**ALL LIQUID DRINKS, SODA, TEA, BOTTLED WATER, BEER & WINE:
Exclusively provided by THE TABLE AT MADELEY!**

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Mobile Food Establishment Name: _____ Date: _____

Mobile Food Establishment Owner: _____

Mobile Unit Description: _____ License Plate: _____

Operating Address: 316 Madeley Street, Conroe, TX 77301

____ Current, valid Montgomery County Food Medallion (copy attached)

____ Certified Food Service Manager on unit during all food service operations
(your certificate attached)

____ Agree there will be food handler certification for all employees within 60 days of
employment

____ Sales Tax Permit/must be current on sales tax (copy attached)

____ Government Issued ID (copy attached)

____ Current vehicle registration and insurance (copy of Declarations page showing liability
limits)

____ General Liability Insurance of at least \$1,000,000 occurrence / \$2,000,000 aggregate,
listing The Table at Madeley as Additional Insured (certificate attached)

____ City of Conroe Mobile Food Truck Registration form (copy attached). No fee for the City
and we will submit.

____ I certify that I meet all the listed requirements and will continue to do so during my lease
with The Table at Madeley.

_____ Food Truck Representative

_____ The Table at Madeley

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