

Anson Community Kitchen—User Application Form

Date: _____

User Number: (To be assigned)

\$10 fee must accompany this form (non-refundable)

Contact Information: *Please fill in all blanks.*

Name(s)	
Business Name	
Title	
Address 1	
Address 2	
City	
State	
Zip Code	
County	
Home phone	
Business phone	
Cell phone	
FAX	
Email address	
Website	

Business Status: *Please check appropriate boxes and supply dates.*

<i>How old is this business?</i>			
<input type="checkbox"/>	Business Start-Up <i>(not yet in production)</i>	Anticipated Starting Date:	
<input type="checkbox"/>	New Business <i>(already in 1st year of production)</i>	Date Started:	
<input type="checkbox"/>	Existing Business <i>(more than 1 year old)</i>	Date Started:	

Do you have a business plan available for review? Y/N

Company Status

- | | |
|--|--|
| <input type="checkbox"/> Sole proprietorship
<input type="checkbox"/> LLC
<input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation
<input type="checkbox"/> Other, specify
<input type="checkbox"/> None yet |
|--|--|

Products

Please describe the products you plan on producing at ACCK.

Please check all the categories that apply to you or your products produced at ACCK:

- Caterer/personal chef
- Baked goods (*bread, cakes, pies, etc...*)
- Farmer adding value to produce (bagged vegetables, apple slices, etc...)
- Specialty food producer: frozen products
- Specialty food producer: canned/jarred product (*salsas, sauces, dressings, pickles, jams, etc...*)
- Specialty food producer: refrigerated product (*fresh salsa, dips, etc...*)
- Herbal products for human consumption (*teas, spice mixtures, etc...*)
- Herbal products for topical use (*salves, creams, sprays, etc...*)
- Dried products (tomatoes, mushrooms, apples, soup or sauce/mole mixtures)
- Other, please describe in detail:

Do any of your products require a Scheduled Process (acidified foods such as pickles, relishes, chutneys, dressings, etc...?)

Check one: Yes No Don't know

In this calendar year, how many employees do you plan on having, besides the business owner(s)?

- Full time -----approximate number
- Part time -----approximate number
- None besides myself & partner
- Don't know

Name of Insurance Company: _____

Beginning date of coverage: _____

The following information is requested only to help us in writing proposals for funding from donors and reporting purposes, and will not be identified with any specific company. All information remains confidential:

Number of persons in your household:

Total household income for the past tax year:

- Less than \$30,000
- More than \$30,000

Anson Community Kitchen User Services Contract

This person or organization joins this Agreement as User of Anson Community Kitchen commercial facility.	
Full Legal Name of Business	Legal Status of User (Check One): <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Other _____
Name Authorized Representative	Title (e.g., Sole Proprietor, Partner, President, Manager)
Mailing Address	Email
Telephone	Fax

This User Services Agreement is between the User (identified above) and Anson Community Kitchen (also referred to here as “ACK”), and is effective upon the date of execution shown below. User and ACK agree to the following terms:

1. **SERVICES.** ACK will provide User with nonexclusive access to and use of ACK’s commercial kitchen facility (“Kitchen”), subject to the terms of this Agreement.
 - a. **Facility.** The Kitchen is a shared-use facility; equipped with commercial stoves, ovens, kettles, sinks, refrigerators, freezers, tables, and other food preparation equipment. ACK shall maintain the Kitchen in a sanitary and orderly state and ensure that all equipment available to User operates to all applicable health and safety standards.
 - b. **Business Services.** ACK may also provide User with the following services: advice on business development, product development, and/or packaging and label design; assistance with complying with food safety regulations, business plan development and/or accessing small business financing; training in safety and sanitation; and marketing support activities (“Business Services”).
 - c. **User Prerequisites.** All Users of ACK will have completed the following activities and provided appropriate documentation to the Executive Director of ACK before User may enter and use the facility:
 - Completed application form and application fee;
 - Successfully completed the ACK Facility Orientation & Training;
 - Proof of Product Liability Insurance, as detailed in Section 4.c, below.
 - d. **Authorized Food Products.** User must obtain specific authorization from ACK prior to producing each food product.

Scheduling of Use. Because the Kitchen is a shared use facility, ACK shall control the times and manner of all Users' access to and use of the Kitchen. User shall request use of the Kitchen in advance. ACK will make its best efforts to create a schedule for use of the Kitchen that accommodates all Users' reasonable requests.

2. **PAYMENT TERMS.** User will pay ACK rent for each hour (or part thereof) User occupies the Kitchen and uses the Services described in Section 1 of this Agreement according to the following terms:

- a. **Fee Schedule.** The fees for various uses of the Kitchen and/or equipment are set out in the Fee Schedule, attached to this Agreement as Exhibit A. ACK may change this fee schedule at any time and will notify users as soon as possible in advance of changes.
- b. **Payment Terms – New User.** Each User will pay for kitchen use on a “pay-as-you-go” basis for the 1st three months of using the Facility. ACK will provide User with a bill after each use. Payment is due upon receipt. User may not use the Facility until all outstanding bills are paid.
- c. **Payment Terms – Good Payment History.** After 3 months of on-time payments, ACK will bill User for Facility use at the end of each calendar month. Payment is due within seven days. If User pays any bill late, ACK may require User to pay under New User payment Terms. A Late Payment Fee may be charged for payments made more than 30 days after receipt of invoice.

3. **USER DUTIES.** User agrees to assume the following duties in its use of the Facility under this Agreement:

- a. **Rental and Use Policies.** User acknowledges that User has received and read the *Rental and Use Policies, which includes the ACK Standard Operating Procedures*, a copy of which is attached to this Agreement as Exhibit B. ACK reserves the right to amend the Rental and Use Policies at any time upon written notice to User. If User violates these Policies, ACK may impose a fine upon User and upon repeated violation ACK may in its discretion terminate Agreement. User agrees to comply with all of the rules and obligations set forth in the *Rental and Use Policies* as currently stated and as modified at any time in the future.
- b. **Contact Information.** User promises that the identification, address and contact information stated at the beginning of this document is current and correct. User agrees to keep ACK informed of any changes in User's legal identity, address or other contact information.
- c. **Security.** User agrees that ACK assumes no responsibility for the security of any equipment or supplies the User brings for their use in the facility.
- d. **Food and Equipment Safety and Sanitation.** All Users and their employees are required to successfully complete the ACK Facility Orientation & Training before they may use the Kitchen. Use of specialized equipment requires special training and authorization from the Kitchen Manager. Each person using the facility must receive specific authorization before using the Facility and certain equipment.

- e. **Housekeeping Policies.** User policies include but are not limited to the following:
- 1) Users will provide their own cleaning towels, cooking items, ingredients, utensils, small wares and other special items necessary to their specific production needs.
 - 2) No equipment or items owned by ACK shall ever leave the premises.
 - 3) Users will strictly follow the SOP's and Equipment Cleaning Guidelines provided by ACK before, during and after each use of the facility.
 - 4) **If User fails to leave the facility in the proper condition, User will receive a warning and be responsible to pay the actual cost of cleaning the facility as determined by ACK. Upon a second such failure, User shall pay a fine (set out in the *Rental and Use Policies*) and actual cleaning costs. Upon a third such failure, this Agreement shall be terminated.**
- f. **Assignment.** Except for User's properly trained and authorized employees, User may not transfer or assign User's privileges under this Agreement to any third party. This includes the disclosure of the User's security entrance code. The User shall not grant access or allow a third party to operate in the kitchen any time. Violation of this duty is grounds for immediate termination of this Agreement and the immediate discharge of that User from the kitchen.
- g. **Signs and Advertising.** No signs or advertising matter shall be painted or attached in any way on the ACK premises.

4. **HEALTH AND SAFETY RESPONSIBILITIES.** To ensure the safety of all persons associated with the ACK facility, User shall also comply with the following:

- a. **Worker Safety.** User is exclusively responsible to ensure that User and its employees observe proper safety procedures while using the Kitchen. All User employees must have registered with the Kitchen Manager and provided contact information in case of emergencies before being authorized to work at ACK. No children under 16 are allowed in the kitchen.
- b. **Right of Inspection.** The staff of ACK retains the right to enter and inspect operations at any time during use. The health department of Anson County as well as the Food & Drug Administration shall have the right to inspect without prior notice at any time deemed necessary by their organizations.
- c. **Product Liability Insurance.** Each User will maintain a minimum coverage of \$2,000,000 of general liability and product liability insurance, with ACK named as "added named insured" on each policy. Users must provide proof of insurance to the ACK Manager before User may enter and use the facility.

5. **LIMITATION OF LIABILITY.** User agrees that any and all claims involving ACK are strictly subject to the following limitations:

- a. **Business Services.** All Business Services provided by ACK and/or any officers, staff, or other agents of ACK are provided solely for the purpose of assisting User in the operation of its business. ACK makes no representations, warranties or guarantees that the business services provided will result in the success of the Company. User understands and acknowledges that User is solely and completely at freedom to accept or reject any business services, and that the principal(s) or owner(s) alone are in control of the Company and its success or failure. User acknowledges and agrees that ACK and any officers, staff, trustees or other agents of ACK are not liable to the Company or its principal(s) or owners(s) for any damages resulting from the use of or reliance upon the business services provided by ACK.
- b. **Liability.** Anson Community Kitchen shall not be liable for any damage to either person or property sustained by the tenant or by any third party arising in any way out of the User's use, operation, occupancy of ACK premises, or sale or distributing of any product manufactured on the premises. The Users covenant and agree to indemnify, defend, and hold harmless ACK 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 the ACK premises, or any portions thereof, or resulting from the sale, distribution, and use of any product manufactured by the User on the ACK premises.

6. **CONFIDENTIALITY.** User and ACK agree and acknowledge that the Kitchen is a shared-use facility, and may be occupied and used simultaneously by similarly situated third-party Users ("Others"). The Parties further acknowledge and agree that the conduct of User's business and the production of User's food products may involve the use of recipes, techniques, sources of ingredients, financial and business records and other information that is owned and used exclusively by the User that constitute trade secrets or proprietary knowledge that must remain confidential for the protection of User's business ("Confidential Information"). User acknowledges and agrees that Others may also have Confidential Information that applies to the conduct of their own business. User and ACK acknowledge and agree that User's Confidential Information may be disclosed to ACK for the purpose of providing product authorization, training, or Business Services to User.

- a. ACK is required to report to its grantors and sponsors on the economic impact of the services it provides. Users agree to provide an estimated sales value (wholesale and/or retail) on all of the goods they produce each time they use the Facility. ACK will treat this as Confidential Information and will provide only aggregate statistics in its reports.
- b. In the course of using the Facility, User shall make reasonable efforts to not give User's Confidential Information to Others or any third party. User shall also respect that Others using the Facility may be applying their Confidential Information and shall take care not to discover Others' Confidential Information. Any spying or deliberate intrusion into Others' Confidential Information is grounds for terminating this Agreement.

- c. In the course of dealing with ACK and its officers and employees under this Agreement, User shall take care to inform ACK whenever User is disclosing Confidential Information to ACK. ACK shall make all reasonable efforts to prevent disclosure of User's Confidential Information to any third party.
- d. Confidential Information does *not include* information that is already known to ACK, to the public or any third party beyond User's control, or obtained by User from an independent source or otherwise developed independently from the User. This agreement does not cover any disclosure required by applicable law or regulation.

7. **TERMINATION.** This Agreement shall continue indefinitely unless terminated as provided in this Section. User's obligations pursuant to Section 6 (Confidentiality) of this Agreement and any financial obligation to ACK shall survive the termination of this Agreement.

- a. **Voluntary Termination.** This Agreement may be terminated at any time upon mutual agreement of ACK and the User. User may terminate this Agreement at any time upon written notice to ACK.
- b. **Breach or Default.** User must correct any violation, breach, or failure to keep or perform any conditions of this Agreement or the *Rental and Use Policies* within three (3) days after receiving written notice of such from the Executive Director of ACK. If more than three (3) days pass without any corrective action taken by the User, ACK may, in its sole discretion, terminate this Agreement. This Agreement may also be terminated as provided in Sections 3.a, 3.e 5), 3.f and 6.a of this Agreement.
- c. **User Property.** Upon termination, User shall remove all of User's property from the Facility. If User's property is not promptly removed, ACK may enter, take possession of and remove User's property. User shall be liable to ACK for a reasonable storage cost for any property removed in this way.

8. MISCELLANEOUS PROVISIONS.

- a. **Jurisdiction and Venue.** Any disputes regarding this Agreement shall be resolved in the courts of Anson County, North Carolina, and according to the laws of North Carolina.
- b. **Relationship of Parties.** This Agreement shall not be construed to form a partnership or any other business association between the Parties other than independent parties to contract. User, its officers, agents and employees are not employees or agents of ACK.
- c. **No Oral Modification.** This Agreement may only be modified in writing signed by the parties.

9. **ENJOYMENT.** This shared-use commercial kitchen is a unique facility meant to be useful to and enjoyed by its Users. The kitchen has been furnished to accommodate a wide variety of start-up food businesses. It is necessary that all Users work collectively to make this shared-use space work for

all. Cooperation will benefit everyone and will allow harmony in the entire space. It is the desire of ACK to aid the many persons that may desire to start their business and provide a clean and workable space for all parties. We wish each User's business the greatest success with their product and with their business. May each grow and prosper and become a part of our community.

This Agreement is executed this ____ day of _____, _____, by the duly authorized representative of each party.

Anson Community Kitchen

Legal Name of User's Business

By: _____
Don Altieri
Executive Director

By: _____
Signature of Business Owner/Authorized Representative

Name Printed

Title

Anson Community Kitchen Fee Schedule

The fees listed below are intended to help guide you in your business planning. Fees may change as the facility grows. We will give users as much notice as possible whenever changes in the fees are made.

1. Orientation and Application Fee \$10 one-time fee

This fee covers the required safety and sanitation training provided by Anson Community Kitchen as well as the one-on-one training necessary to use the facility safely. It is required of anyone applying to use/rent Anson Community Kitchen.

2. Cleaning Deposit \$50.00

This amount will be to pay cleaning costs for Users who leave the kitchen in an unacceptable manner. It is required of anyone applying to use/rent Anson Community Kitchen.

3. Security Deposit \$50.00

This will be applied to any damage or breakage caused by misuse of equipment. It is required of anyone applying to use/rent Anson Community Kitchen.

4. User Fees

There will be a **half-hour set-up time** allowed, off the clock, so that users may bring all their needed equipment and supplies into the kitchen and get set up for efficient food production. **Cleaning time** at the end of each user's operation will also be off the clock, to insure thorough cleaning and sanitation. Abuse of this cleaning time may result in additional hourly processing charges.

Potential Users of Anson Community Kitchen

- In-house caterers, for events held at the Lockhart-Taylor Center \$20 per hour
- Caterers preparing foods for off-site events \$18 per hour
- Incubator for developing and testing value-added products for possible commercialization at farmers markets or local stores \$15 per hour
- Individuals/farmers processing small to medium amounts of produce for home consumption or limited direct sales \$12 per hour
- Individuals or groups who might rent the kitchen for their own functions, or those using the meeting room that wish to have access to the kitchen as well. \$20 per hour

Rental and Use Policies

1. **Rate Schedule:** The attached rate sheet (Exhibit A) shows the fees attached to the different services provided by Anson Community Kitchen. This schedule may be changed at any time. Efforts will be made to give users as much notice as possible before changes are made.
2. **Standard Operating Procedures (SOP's):** The attached Standard Operating Procedures (Exhibit C) are the core tools (along with the Rental & Use Policies and the Anson Community Kitchen User Agreement) to insure that all food production at Anson Community Kitchen takes place in a safe and sanitary manner. The Standard Operating Procedures may be updated periodically and will be posted with the Production Sheets and sent out electronically. It is the User's responsibility to see that every employee/helper receives, understands and follows any updated policies.
3. **Facility Use:** Users must request use of a food processing area at least one week in advance. If space is available, requests will be accepted up to 24 hours in advance.
4. **Cancellations:** Cancellations of kitchen use must be received as soon as possible but **NO LATER** than 24 hours in advance. Repeated cancellations may result in the User being denied use of the facility.
5. **No-Shows:** If no cancellation notice is received 24 hours in advance of scheduled kitchen time, and another User has been denied access due to that prior reservation, then the "No-Show" User will be charged \$25 for the No-Show.
6. **Eligible Users:** Only those Users and their employees that are registered and authorized by the Anson Community Kitchen Manager are allowed to be in the production areas. Every User must provide the Manager with an Emergency Contact Form for each employee/helper and certify that each employee/helper has been trained and has received a copy of these guidelines and the Standard Operating Procedures.
7. **NO CHILDREN UNDER 16 are allowed in the kitchen areas.**
8. **NO LIVE ANIMALS** are allowed inside the building at any time.
9. **No smoking is allowed in the facility.**
10. **No eating or drinking from open containers is allowed in the food production areas.**
11. **Sign-In Production Sheets:** All Users are required to sign-in on a **Sign-In Production Sheet** when they arrive at the facility and begin to assemble their products. All users must complete a Facility Checklist (on the back of the Sign-In Sheet) to note any areas of the kitchen that need attention. Users sign-out when they are finished cleaning the facility. Failure to accurately sign-in and out may result in the User being denied use of the facility.
12. **Cleaning time** at the end of each User's operation will also be off the clock, to insure thorough cleaning and sanitation. Abuse of this cleaning time may result in additional hourly processing charges.
13. **Garbage Disposal:** Dumpster is located at the far opposite end of the building. If you don't know where it is, please ask.
14. **Anson Community Kitchen does NOT provide thermometers or scales for use in production. Users should invest in such equipment to meet their regulatory & record-keeping needs.**
15. **Deliveries**— Anson Community Kitchen does not receive shipments addressed to Users. It is the responsibility of the User to make arrangements to be on-site when deliveries are scheduled. If Anson Community Kitchen staff are available and receive shipments, they take no responsibility for the condition/contents of said shipment.
16. **Anson Community Kitchen Property:** No equipment or others items belonging to Anson Community Kitchen, is ever allowed to leave the premises.
17. **Fine.** The fine for violation of Facility policies is a minimum of \$50.00 per occurrence.

Anson Community Kitchen Standard Operating Procedures

*** MSDS Sheets (what to do if you get cleaning chemicals on your skin, in your eyes, or swallow them) are in the designated area. ***

General Guidelines

Personnel

1. Wear clean clothes that will protect from burns and other injuries. Remove jewelry before coming in to the facility. Earrings, studs, bracelets, rings etc....may fall into products or not be thoroughly cleaned and therefore harbor food particles/bacteria and so cannot not be worn while in production.
2. Wear closed toe & heel, skid-proof shoes.
3. Do not bring personal goods into the kitchen. No back-packs or jackets or purses in the kitchen or wherever food is being processed.
4. Wear, in an effective manner, hair nets, headbands, caps, beard covers, or other effective hair restraints that will keep loose hairs out of food products, or be caught in machinery.
5. Wear a clean apron or chef's jacket to cover outside clothes. Remove apron when leaving the building such as taking out trash, and going to the rest room.

Getting Started and Signing-In

1. Pick up a Production Sheet and SIGN-IN at start of set-up (date, names of user & workers, time—circle am/pm).
2. Bring needed supplies to set up your work space. Be sure you have garbage bags, hair nets and aprons, cleaner, and sanitizer in spray bottles. Remember that effective hair restraints are required by both health department and FDA rules and no one is allowed in the production areas when production is going on without them.
3. Go to your assigned production area and fill in the **Facility Checklist** on the back side of the Production Sheet--to report on the condition of the kitchen as you found it.
4. Wash hands, fill up wash, rinse and sanitize sinks. Check the strength of your sanitizing solution frequently with test strips.
5. Sanitize all equipment that you will be using. This is for YOUR protection. Set up your work area in the most efficient way.

During Production

1. Carefully follow operating guidelines for each piece of equipment. Instruction books are in each kitchen. IF you are using a piece of equipment for the first time or for a new use, you must get instruction from the Director or representative.
2. Be sure to turn on hood exhaust fans **BEFORE** starting up any gas-fired equipment. Don't forget to turn them off either. They suck valuable energy out of the kitchen.
3. Each kitchen has a two-compartment prep sink and a three-compartment sink. The prep sink is only for washing fresh produce and meats (sanitize thoroughly in-between uses); the 3-compartment is only for ware washing, not food washing.
4. Keep spray bottles of cleaners on the shelf **below** the work table, or on the shelves near the sinks, never on the same level, or above food prep areas.

At the Close of Production

1. Break down and **clean each piece of equipment** used according to guidelines in the instruction book in each kitchen. Be sure to check adjacent equipment and walls for splashes and spills. If you used the fryer, be sure to clean the walls and hoods around the fryers.
2. Clean & sanitize **all sinks** in the kitchen. Be sure to clean the walls above & around the sinks.
3. Clean & sanitize **every place that hands have touched**—handles to refrigerators and ovens, faucet & sprayer handles, light switches....
4. Clean & sanitize **BOTH SIDES** of all doors into & out of kitchen.
5. Return everything to its original place. If you removed racks from ovens, be sure to put back.
6. Rinse & scrub trash cans in the mop room. Return clean trash cans to kitchen.
7. Sweep and mop floors in facility areas that you were using.
8. Back in the mop room, clean and rinse mop and mop bucket, **wring out mop**, and hang to dry.

Last Check

1. Turn out **ALL LIGHTS** in the kitchen if you are the last to leave.
2. Complete the Production Sheet—be sure to circle **ALL** equipment that you used, in both kitchens. Fill in the amount of production and value of goods produced.
3. Leave the Production Sheet in the assigned place.

Anson Community Kitchen
Facility Checklist *(printed on the back of the Production Sheet)*

Please complete this form at the beginning of every use of the facility. If you find a serious cleaning issue, please let the Manager know immediately.

Name: _____

Date & Time: _____

1. Was all equipment clean, in its proper place, with racks in ovens, etc...? (Circle your response.) Yes No
Comments:

2. Were all kitchen garbage cans emptied and clean? Yes No

Comments:

3. Were floors in kitchen swept and clean? Yes No

Comments:

4. Were hand sinks and wash sinks clean and wiped dry? Yes No

Comments:

5. Were the storage areas, refrigerators and freezers clean and in order? Yes No

Comments:

Name of ACK User: _____

The following person may work for me at Anson Community Kitchen:

Employee Contact Form

Name _____

Address _____

City _____

State _____ Zip: _____

Phone _____

Cell Phone _____

Email _____

Emergency Contact:

Name _____

Phone Numbers (list more than one if available)

Relationship to Worker _____

Place of Employment _____

Acknowledgment of responsibility to follow ACK policies and guidelines

I acknowledge that I have received a copy of the ACK Rental and Use Policies and

General Guidelines. I also acknowledge that I have received training from

_____ (ACK User) on _____ (date) and

that I am responsible for following these guidelines at all times.

Name of Employee