

Policies and Procedures

Shared-Use Commercial Kitchen

Spork Kitchens



Kitchen Address:

1758 Industrial Way, Suite 106 & 107, Napa, CA 94558

Kitchen Visiting Hours:

By Appointment

Kitchen Rental Hours:

24 hours per day / 7 days per week

Contact Person/Kitchen Manager:

Sandy Sauter, Co-owner / Managing Partner

sandy@sporkkitchens.com

Phone: 707-637-7223

Contact Person/Business Manager:

Brad Gates, Co-owner/Managing Partner

brad@sporkkitchens.com

Phone: 707-287-4348

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I. Services Provided

Spork Kitchens, hereby referred to as The Kitchen, is a commercial, Napa County Environmental Health Division (Napa Health Department) certified, shared-use kitchen space, that may be rented and used, along with the equipment provided, to produce approved culinary products. A complete list of provided equipment and wares is available and may be requested from the Kitchen Manager.

II. Allergen and Usage Restrictions

- The Kitchen is restricted to the manufacturing of products for human consumption only. The Kitchen, and the property in which it is housed, is a Fragrance, Smoke, Alcohol, and Drug-Free environment.
- Only products used for human consumption will be deemed appropriate for manufacturing in The Kitchen. Pet foods, skincare products, cosmetics, and housewares may not be manufactured in The Kitchen without approval from the Kitchen Manager and Napa Health department. Additional products may be deemed inappropriate by the Kitchen Manager on a case-by-case basis.
- The building is a FRAGRANCE-FREE environment. Member/tenants and/or support staff smelling of perfumes will be asked to remove themselves from the building and will not be refunded for hours lost.
- The Kitchen, building, and property exterior are SMOKE, ALCOHOL, and DRUG-FREE. Member/tenants and/or support staff suspected of smoking or using alcohol and/or illegal drugs in or within 50 feet of an entrance will be asked to remove themselves from the property and will not be refunded for hours lost. Alcohol and drugs, including drug bi-products, may not be used as ingredients in manufactured products within The Kitchen. Spork Kitchens reserves the right to immediately terminate membership/tenancy in the event of suspected use of these substances on the property.

III. Kitchen Application and Orientation

A. Member/Tenant Application Form

Parties interested in renting The Kitchen must complete and submit a Commercial Kitchen Rental Application Form for review by the Kitchen Manager.

- Commercial Kitchen Rental Application Form may be acquired at Spork Kitchens, 1758 Industrial Way #106/107, online at <https://www.sporkkitchens.com/memberships>, The Food Corridor documents, or by emailing the Kitchen Manager.
- Completed Commercial Kitchen Rental Application Forms should be submitted to the Kitchen Manager via email, uploaded into your Food Corridor documents, or in person at the kitchen.
- The applicant will be notified in writing within 10 business days of receipt with a denial or membership/tenancy approval. If approved the applicant will be provided a Napa County Commissary Approval Letter.

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- If tentatively approved, the applicant must contact the Kitchen Manager, in writing, within 5 business days, to accept potential tenancy.

B. Kitchen Orientation and Facility Tour

Upon tentative approval, the Kitchen Manager will provide an orientation and facility tour, by appointment.

- The Kitchen Manager will schedule an orientation and facility tour with the potential member/tenant at a time approved by the facility staff.
- During the facility tour, the Kitchen Manager will provide the potential member/tenant with an overview of the shared equipment, storage room, and general kitchen procedures.
- At orientation, the potential member/tenant will receive a Commercial Kitchen Rental Checklist of all documents required to begin tenancy.

IV. Documents, Certifications, Licensing Requirements, & Membership Fee

The member/tenant is responsible for adhering to and operating in accordance with all Federal, State, and Local business rules and regulations as they apply to their business. The Kitchen requires member/tenants to acquire, maintain, and submit the following documents, certificates, licenses, and fees and provide copies to the Kitchen Manager prior to tenancy. Expired documents, certificates, and licenses will result in member/tenant suspension until renewals are submitted to the Kitchen Manager.

A. ServSafe Manager Certification

Member/tenant must acquire ServSafe Manager. For more information:
<https://www.servsafe.com/ss/sra/ma/>

B. State and/or County Health Department Licensing

The member/tenant must submit a valid food producer license issued by Napa County Health Department or the State of California. See the Commercial Kitchen Rental Checklist for a complete list of permits and registrations accepted. The member/tenant must submit copies of all documents obtained through the Napa Health Department or State of California to the Kitchen Manager.

C. Liability Insurance

Member/Tenant must provide proof of having a general liability insurance policy with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate that names both Spork Kitchens and Pahlmeyer-Ozawa Properties II, LLC as additional insured parties. A certificate of insurance must be supplied by the member/tenant's insurance company.

D. Rental Agreement/Contract

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Once the Kitchen Manager receives and reviews all required document submissions, and deems the applicant tenancy-ready, the member/tenant and Spork Kitchens will sign a contract with the rental terms and conditions.

V. Costs of Services

The Kitchen maintains a rate card that has all current rental rates. Please refer to the rate card for current pricing, penalty fees, and discounts.

A. Annual Membership Fee

An annual membership fee is charged to cover the costs associated with member/tenant setup and documentation verification. The fee is non-refundable and is charged on the date the rental agreement is signed and each anniversary thereafter until the membership is terminated. There will be no partial refunds of the membership fee.

B. Standard Hourly Rates

The Kitchen has an hourly rate for regular business hours (5am – 8pm) and after-hours (8pm – 5am). Kitchen Rental hours are purchased in advance and deducted from your balance as they are used. Additional hours can be purchased at any time during the month. Member/Tenants can roll over unused hours to the following month so long as hours are booked each month. Standard rates are based on hours reserved according to the Standard Monthly Pre-Scheduling procedures defined in Section VI.

C. Minimum Charges

There is a minimum kitchen charge of 5 hours per calendar month for member/tenants with a catering license. A minimum kitchen charge of 10 hours per calendar month is required if utilizing storage space. If the member/tenant does not rent The Kitchen for the required minimum hours in any given month, they will be charged the minimum hours at their standard rate at the end of the month.

D. Storage Charges

Member/Tenants requiring dry and/or cold storage can rent space on a monthly basis. Since storage can be required by licensing agencies the amount of space rented to any member/tenant is at the discretion of the Kitchen Manager. Monthly rental fees are invoiced and collected at the beginning of the month. Be aware that there is a minimum kitchen charge required for storage rental. For complete storage details, see Section XI.

E. Cancellations

Cancellations of reserved kitchen times must be submitted, through The Food Corridor, to the Kitchen Manager, at least 24 hours prior to the requested cancellation, to not be billed the full amount of the cancelled times.

F. Non-Reservations

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If the member/tenant uses The Kitchen common area and equipment without an approved reservation, the member/tenant will be charged for all kitchen hours used and fined according to their current fee schedule. If the member/tenant continues to access the building without reservations, Spork Kitchens reserves the right to terminate the member/tenant's contract immediately and deny the member/tenant facility access.

G. Loading Area Violations

The member/tenant has access to the loading area for receiving deliveries and loading in and out. Member/tenant should be present to receive all deliveries made to The Kitchen. Received deliveries should be moved out of the loading area as soon as possible.

H. Waste Removal Violations

The member/tenant is responsible for removal and proper disposal of all waste materials; including separating waste between composting, recycling, and garbage. Member/Tenant will be fined per incident (according to the fee schedule) if waste is not removed or sorted properly as defined in Section X.

VI. Scheduling

A. Standard Scheduling

The member/tenant will book kitchen hours using The Food Corridor scheduling functionality. Hours are not guaranteed, and are available on a first come first serve basis. Hours scheduled by the member/tenant that do not exceed the available hours in the member/tenant's account will be automatically approved.

If no hours are available in the member/tenant's account or the hours requested exceed the available balance the request will be forwarded to the Kitchen Manager for approval.

B. Calendar

The kitchen calendar is maintained on The Food Corridor and includes the member/tenant business name and time scheduled.

C. Schedule Changes

Scheduling change must be done through The Food Corridor. Procedures for schedule changes and associated fees are defined in Section V.

VII. Invoices and Payments

A. Invoices

The member/tenant can obtain copies of their invoices through The Food Corridor. Since hours must be purchased in advance invoices are issued when hours are purchased and paid. The member/tenant can monitor their account balance through The Food Corridor. The Kitchen may invoice for special services.

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B. Payments

Payments are collected when hours are purchased using credit card or bank ACH. When an invoice is issued the invoice payments are due by the date stated on the invoice. The member/tenant is granted 7 business days from date due to pay invoice without incurring late fees.

C. Late Payments

Member/Tenant is granted 7 business days from the due date noted on the invoice to render payment. If payment is not received by 5:00pm on the 7th day, the member/tenant will be charged a \$20.00 late fee and \$10.00 each week thereafter, until payment is received in full. After 3 weeks of non-payment, the member/tenant will be suspended from The Kitchen, and door access revoked, until their account is paid in full. After 4 weeks of non-payment, the member/tenant's contract will be terminated.

D. Payments by Check

Checks are only accepted at the approval of the Kitchen Manager. If approved, business and personal checks are accepted and users will be responsible for a \$35.00 fee, plus any additional fees and charges levied upon the program, as a result of a check being denied for insufficient funds or any other reason.

VIII. Facility Access

The member/tenant will have access to the building during their reserved times only unless they have rented storage. Members/tenants who are renting storage can access their storage space at any time but cannot use any kitchen space or shared equipment without incurring kitchen rental charges. The member/tenant will have access to suite 106 building door to access The Kitchen, the storage room, the dish room, and the bathroom. The member/tenant will not have access to any other parts of the building where they have not rented space. If the member/tenant continues to go outside of the designated areas, they will be terminated from The Kitchen.

All member/tenants are required to sign in when they arrive at the facility and sign out when they are finished cleaning the facility. Failure to accurately sign in and out may result in the member/tenant being denied use of the facility.

IX. Loading Area Access

The member/tenant can use the loading area for receiving deliveries and loading in and out. For deliveries, the member/tenant, or an approved representative, must be present to receive the delivery to the loading area and all items must be moved from the loading area immediately. Member/Tenant may incur fines for not clearing the loading area of delivered items in a timely manner.

X. Waste Removal

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The Kitchen is working to become a certified green business which includes sorting waste for composting and recycling. The member/tenant is responsible for removal and proper sorting and disposal of all waste materials. The Kitchen provides composting, recycling, and trash waste receptacles for each work station. There are large waste totes in the loading area that are colored to correspond to the work station waste receptacles. Member/tenant must sort and deposit their waste in the appropriate receptacle. Cardboard boxes should be flattened before being placed in the recycle tote. Member/Tenant will may incur a fine per incident if waste is not removed properly. See the current fee schedule for waste removal fines.

XI. Storage

A. Standard Storage

Onsite storage (dry and cold) can be requested form the Kitchen Manager. Storage space is limited and will be assigned by the Kitchen Manager. In addition to the monthly storage charge there is a 10 hour minimum kitchen usage per month for dry and cold storage. The member/tenant is responsible for organizing and cleaning their storage units regularly and keeping items in designated spaces only. All products and supplies must be stored in clear, plastic, covered containers and labeled with the member/tenant's name, current date, and contents. Items not stored or labeled correctly may be discarded at the discretion of the Kitchen Manager. Spork Kitchens is not responsible for damage or theft of any items stored in The Kitchen.

B. Storage Locks

If the member/tenant will be using a locking device for their storage they should provide the Kitchen Manager with a key or/and combination.

XII. Onsite Parking

Parking is available for member/tenants in the parking lot during approved rented kitchen times only. Member/Tenant cannot park in spaces marked with 'TENANT'. The property management company does not allow overnight parking. Food trucks and trailers that cannot fit within a standard parking space must use street parking and pull into the loading space only for loading and unloading.

XIII. Liability

A. Liability Insurance

Member/Tenant must maintain general business liability insurance and provide proof of insurance for at least \$1 million that names Spork Kitchens and Pahlmeyer-Ozawa Properties II, LLC as additional insured parties. A certificate of insurance must be supplied by the member/tenant's insurance company. The proof of insurance must be updated to The Food Corridor each time the policy is renewed. Failure to maintain liability insurance or provide updated documents may result in suspension of kitchen privileges.

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B. Private Equipment

Spork Kitchens assumes no responsibility for the security or damage of any member/tenant's equipment, supplies, or inventory not owned or maintained by The Kitchen.

C. Spork Kitchens Liability

Spork Kitchens shall not be liable for any damage to either persons or properties sustained by the member/tenant or by any third party arising in any way out of the member/tenant's use, operations, occupancy on Spork Kitchens premises, or sale or distributing of any product manufactured on the premises. The member/tenant covenants and agrees to indemnify, defend, and hold harmless Spork Kitchens and employees from all claims, costs, and liabilities arising from, or in connection with, damages, injuries to persons (including death), or property in, upon, or about the kitchen premises, or any portions thereof, or resulting from sale, distribution, and use of any product manufactured by the member/tenant on the kitchen premises.

XIV. Kitchen Users

The member/tenant is allowed to use the shared kitchen space during their approved hours only. Spork Kitchens has the right to monitor access to the building. At any time, the Spork Kitchens staff may ask for a form of identification for anyone entering the building. Adequate forms of identification include a current driver's license, identification card, passport, or an approved Member/Tenant Staff Access Application. Spork Kitchens has the right to deactivate the member/tenant's building access if they are in violation of any policies as outlined.

A. Kitchen Capacity

The Kitchen is a shared-use space. 4 businesses are allowed to use The Kitchen at one time. The member/tenant understands that when there are 4 businesses in The Kitchen they will share the equipment and space. If a member/tenant requires sole usage of the space, they must reserve and pay for 4 rentals. A business is not allowed to have more than 4 people in single kitchen workspace at once. Over 4 persons requires multiple kitchen space rentals. If a business rents multiple spaces, they are not allowed to have more than 4 people for each space rented at once. Special arrangements and rates may be available at the discretion of the Kitchen Manager for full kitchen rentals and groups over 16.

B. Eligible Users

All persons entering the building must be associated to a member/tenant business, complete a Member/Tenant Staff Access Application, and provide their name and a picture ID or photograph. Each person must be cleared and receive approved status for access to the facility. If the member/tenant brings any person into the building who is not approved by the Kitchen Manager that person will be asked to leave the premises immediately and the member/tenant may be fined (see fee schedule). If the member/tenant continues to bring unapproved persons

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into the building, Spork Kitchens reserves the right to terminate the member/tenant's contract immediately and deny the member/tenant facility access.

C. Age Limit

No one under the age of 16 is allowed in the kitchen at any time. If the member/tenant brings any person into the kitchen under the age of 16, that person will be asked to leave the premises immediately. If the member/tenant continues to bring underage persons into the building, Spork Kitchens reserves the right to terminate the member/tenant's contract immediately and deny the member/tenant facility access.

D. ServSafe Manager and Food Handler Certifications

At all times, the member/tenant must have at least one current ServSafe Manager certified person present to use The Kitchen facility. Each member/tenant staff should have a current ServSafe Food Handler certificate. Each certified person should be an eligible user and have their certificate on file with the Kitchen Manager.

E. Personal Hygiene

All individuals using The Kitchen must adhere to the required personal hygiene protocols, as required by the State of California and Napa County Health Department, to be allowed to work in the facility. Individuals must come to work in the kitchen with clean clothes and body (hair included), short fingernails, free from polish or acrylic fillings, and clean hands.

F. Live Animals

Under no circumstances are live animals, other than shellfish used for culinary purposes, allowed in or around the facility. If animals are found, Spork Kitchens reserves the right to terminate member/tenant's contract immediately and deny the member/tenant facility access.

XV. Handwashing

All individuals using The Kitchen must wash hands before handling food, after using the restroom, after eating, drinking, smoking, touching the face and other bare human body parts, blowing nose, contact with raw food, after handling soiled equipment or utensils, and after handling service or aquatic animals. Hand washing must be done at a designated hand wash station.

XVI. Signage and Advertising

No signs or other advertising matter shall be attached or painted in The Kitchen or anywhere within the building or surrounding property.

XVII. Equipment, Inventory, and Small Wares

A. Onsite Equipment

No equipment or items owned by Spork Kitchens shall ever leave the premises unless written approval is provided by the Kitchen Manager. Inventory of equipment, utensils, and food that

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are owned by Spork Kitchens will be inventoried every week, to determine if any theft has occurred. Any missing items will be recorded and member/tenant will be charged for the item(s) if suspected of theft. Removal of items from The Kitchen may result in immediate contract termination, key deactivation, and loss of security deposit.

B. Small Wares

The member/tenant will provide their own towels, pot holders, cooking items, pans, small wares and other special items necessary to their specific production needs, if not provided by The Kitchen. Do not leave your personal small wares in The Kitchen if not stored in a storage unit. Do not leave your cleaning rags behind. No small wares used in a residential kitchen are allowed in The Kitchen. Spork Kitchens is not responsible for the loss or theft of any items.

C. Cleaning

Spork Kitchens will provide regular cleaning after 5pm on weekdays. If the member/tenant finds The Kitchen in an unclean state, they should notify the manager on-call immediately.

Member/Tenant is expected to follow all proper sanitation requirements and keep The Kitchen in a clean and professional state. Members/Tenants will leave The Kitchen's appliances, utensils, equipment, wares, and fire suppression system vents in a clean and sanitized condition. Members/Tenants are to ensure The Kitchen is clean and orderly upon leaving the facility.

In the event that The Kitchen management or Spork Kitchens staff reports unclean or disorderly conditions caused by the member/tenant, the member/tenant will receive a written notice of the offense. If the member/tenant receives multiple offenses, they will be fined and potentially terminated from their contract.

D. Check-Off Sheets for Member/Tenants

In order to ensure procedures are followed for safety and cleaning, and that basic kitchen rules are being followed, there will be check-off sheets in the kitchen. The member/tenant is responsible for completing these sheets at the request of the Kitchen Manager.

XVIII. Management On-Call

When there is a member/tenant in The Kitchen, there is a manager on-call in case of emergency. Upon signing a contract the member/tenant will receive the on-call phone number. This number is also posted in The Kitchen. In the event of an emergency, the member/tenant must call the number immediately. The on-call number is only to be used during reserved rental hours. There is always 1 manager on-call during reserved rental hours. If any member/tenant enters The Kitchen during unapproved times, there will be no manager on-call and the member/tenant will be penalized according to the Non-Reservations policy outlined in Section V.

XIX. Injuries

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Any injuries sustained while on Spork Kitchens property must be reported immediately to the on-call manager and member/tenant should seek medical attention if necessary. The on-call manager will notify the Kitchen Manager who will follow up with the member/tenant and other parties as outlined in the Spork Kitchens Incident Reporting Policies and Procedures.

XX. Facility Failure

In an event of equipment failure or other facility problems, the member/tenant must complete and submit to the Kitchen Manager a Facility Incident Report (available in The Kitchen) within 24 hours of the occurrence. Once a report is filed, there will be an investigation to determine the cause of the incident. If the member/tenant is found responsible due to misuse, they will be fined based on the severity and costs associated with the incident. If the member/tenant is not found responsible there will be no cost to them.

It is the responsibility of Spork Kitchens to address and repair or replace reported equipment failures. Under no circumstance is the member/tenant to repair any onsite equipment.

XXI. Policy Changes

Spork Kitchens reserves the right, at its sole discretion, to modify or replace any of the policies and procedures, or change, suspend or discontinue an offering at any time. Spork Kitchens will provide the member/tenant with an updated copy of the Policies and Procedures and communicate any changes in a timely manner.

XXII. Member/Tenant Dismissal

Upon breach of any of the Policies and Procedures, Spork Kitchens reserves the right to terminate the member/tenant's contract as outlined in this document.

Acknowledgement of Policies and Procedures Receipt

I, _____, confirm that I have received a copy of Spork Kitchens Shared-Use Commercial Kitchen Policies and Procedures and that my questions regarding any of the policies and procedures outlined in this document have been addressed. I understand my responsibilities as a member/tenant of Spork Kitchens' Shared-Use Commercial Kitchen.

Signature Date

To be kept in member/tenant's file.