

**COLLETON COMMERCIAL**

**KITCHEN**



**RULES, REGULATIONS, AND APPLICATIONS**

**Version 2.0**

**(July 2016)**

## **Colleton Commercial Kitchen (CCK)**

### **Rules, Regulations, and Applications**

The Colleton Commercial Kitchen (CCK) is a business incubator designed by Colleton County as an economic development project working in concert with the Colleton Museum and Farmers Market (CMFM) to:

- Enable sustainable development of new, value-added food enterprises by lowering business entry barriers such as kitchen outfitting costs, space for temperature-controlled storage for ingredients and finished product, and assistance with other start-up challenges and expenses.
- Enhance and expand opportunities for existing entrepreneurs, farmers, beekeepers, etc. to produce new products for the greater retail market.
- Extend the availability of local food products and farm produce beyond the immediate growing/harvesting season.
- Foster food businesses that produce, prepare, assemble, or provide food for immediate consumption by the public to include but not limited to: caterers, food trucks, meal preparation and delivery operations.
- To enable food processors that manufacture, produce, process, and offer packaged food for sale (retail or wholesale).
- Educate aspiring entrepreneurs in basic business skills such as creating realistic business plans, projecting potential sales, identifying markets and marketing media.
- Provide training to the public in various cooking techniques and local ingredients, canning and preserving classes, and other food related activities.

Examples of types of food that may be produced in the Colleton Commercial Kitchen:

- Baked goods (cakes, pies, breads, etc.)
- Fresh or frozen produce (local farm produce)
- Acidic foods (vinegars, some sauces that have a natural pH below 4.6)
- Acidified foods (pickles)
- Dry mixes (rubs, beverage mixes, dip mixes)
- Jams and jellies
- Some pet foods (natural dog biscuits)
- Product development (creating recipes and formulas for new products)
- To-go foods (lunches, fundraisers, dinners, special events)

# Colleton Commercial Kitchen Application Process

## Getting Started Guide

The Colleton Commercial Kitchen is currently permitted by the SCDHEC and, as applicable, will be inspected by the SC Department of Agriculture (SCDA). It is also subject to all required rules and regulations of the City of Walterboro and Colleton County.

The types of food products your business produces or intends to produce will determine how your business will be regulated and by which authorities, (e.g. SC Department of Health and Environmental Control, SC Department of Agriculture). Furthermore, if your food business conducts interstate commerce, it also may be subject to additional regulatory requirements.

To help your business navigate through and comply with applicable food safety requirements and get your business operating legally from our kitchen, we have identified key requirements in accordance with two main food business categories:

FOOD BUSINESSES are those businesses that manufacture, produce, prepare, assemble, or provide food for immediate consumption by the public to include but are not limited to: caterers, meal preparation and delivery operations. Food Businesses are primarily regulated by South Carolina Department of Health and Environmental Control (SCDHEC).

FOOD PROCESSORS are those businesses that manufacture, produce, process, and offer packaged food for sale (retail or wholesale) to include but not limited to: specialty food producers and bakers. In the State of South Carolina, Food Processors fall within the jurisdiction of the South Carolina Department of Agriculture (SC Retail Business License is required). An important source of information for food processors is the South Carolina Department of Agriculture (SCDA)'s section on their webpage entitled "Guidelines for Food Processors", copies are also available from the CCK office.

All kitchen users MUST attend a ServSafe class before using our kitchen. Please check our website, [www.colletonkitchen.org](http://www.colletonkitchen.org) for dates and times of classes. **As of June 2016, it has become required under the regulations of SC DHEC 61-25 that at least one Person in Charge be a "Certified Food Protection Manager" as defined in paragraphs 2-102.12 and 2-102.20.**

For those new to the food industry, our suggestion is that you take the "Servsafe Food Handler" class to prepare ahead of the "Servsafe Food Protection Manager" class which has significantly more material to learn.

## Checklist for Becoming a User

### All Users

\_\_ Schedule a meeting with our staff to discuss your product or service and your business plan. Bring product prototypes, samples, analysis reports, regulatory certificates, etc.

\_\_ Have products tested to determine the need for regulatory compliance. This can be done by Clemson University or North Carolina State University. Many products do not need this testing. Canned foods, both acidified and acidic, will need to be tested to determine if FDA approval of product and process is necessary. Dried foods and fermented foods may also need to be tested.

\_\_ Develop a business plan. The CCK is working collaboratively with the South Carolina Small Business Development Center to provide assistance with your business plan, [www.scsbdc.com](http://www.scsbdc.com).

\_\_ Register your business with the Secretary of State. Business corporations, nonprofit corporations, limited partnerships, limited liability partnerships and limited liability companies are the only business entities that must file with the Secretary of State's Office.

\_\_ Obtain a federal employer identification number (EIN) through the IRS (if applicable).

\_\_ Apply for SC sales and use tax with the South Carolina Department of Revenue (if applicable).

\_\_ Obtain product liability insurance at \$1,000,000. Name Colleton Commercial Kitchen as "additional named insured".

\_\_ File documentation necessary for regulatory compliance (e.g. FDA, SCDA, DHEC).

Not sure? Go to <http://agriculture.sc.gov/wp-content/uploads/2014/06/Food-Processor-Guidelines-Angie1.pdf>

\_\_ Complete the CCK application and pay application fee and deposits. Provide all documentation as listed above.

\_\_ Schedule and complete ServSafe certification

\_\_ Review carefully, then sign the User Services Contract with its attachments which make up the legal framework for your use of the facility (Needs to be re-submitted every July).

\_\_ Schedule final orientation/training meeting with CCK just before first production.

\_\_ If you have, or envisage having employees in your company at some point in the future, you will need to develop an Employee Health Policy. Please speak to the Kitchen Manager or DHEC for further details.

\_\_ Sign-up for your account with The Food Corridor at [www.thefoodcorridor.com](http://www.thefoodcorridor.com)

## **Checklist for Becoming a User**

### **Regulatory Information Checklist**

*The following information is given as a guide in order to prepare users for regulatory inspections. Remember that inspections can take place at random times. You must always carry out your food preparation in accordance with the law as your license to operate can be revoked.*

#### **FOR FOOD BUSINESSES**

- A menu of the items that you are going to prepare in the kitchen. As your menu develops it is your responsibility to update DHEC of those changes. It is also advisable to list allergens & have a warning about raw or undercooked food on the menu. It's also important to know where you are sourcing your ingredients & how you plan to store it, as well as knowing where you will retail your final product.
- A probe thermometer and know how to use & calibrate it properly.
- An Employee Health Policy & knowledge on how to enforce it.
- Food Manager Certification (by June 2016) & food safety knowledge.
- The correct tools & equipment to safely prepare your food & store it.
- Storage containers, labels & pens to label stored food with a "use-by" date.
- Hair nets, aprons, latex gloves
- Sanitizer test papers (quaternary solution type.)
- Record logs for your Food Production Records (if applicable)

## Checklist for Becoming a User (Cont'd)

### Packaged Foods and Baked Goods

\_\_Present copies of:

- Product liability insurance
- Food Handler certification\*
- Process Authority Letter from an approved Food Processing Authority (if applicable)
- FDA Food Canning Establishment Registration, FDA form 2541 (If applicable)
- FDA Food Process Filing, FDA form 2541a for each product (if applicable)
- Copy of course certificate for Acidified Foods Manufacturing School (if applicable).
- Label approval from South Carolina Department of Agriculture (if applicable)

\_\_Attend pre-production meeting with CCK staff before scheduling first production. Bring everything needed for document review:

### Caterers/Mobile Unit Operators

\_\_Present copies of:

- Permit from SCDHEC
- Product liability insurance
- Business license
- ServSafe certification

\_\_Attend pre-production meeting with CCK staff before scheduling first kitchen use

**\*Please note that a Food Manager Certification will be required by at least one employee of each business entity by SC DHEC as of June 2016. Please contact Kitchen Manager for more details.**

## Helpful Links

- **Colleton Commercial Kitchen Webpage**  
[www.colletonkitchen.org](http://www.colletonkitchen.org)  
This is your first stop for all information pertaining to the kitchen & its operation. There is also an events calendar for up-to-date information on all of the museum's & our programs.
- **Clemson University Extension Food2Market**  
[www.clemson.edu/extension/food\\_nutrition/food2market/](http://www.clemson.edu/extension/food_nutrition/food2market/)  
Food2Market is a Clemson Extension program designed to help food entrepreneurs through the many steps of food safety regulations that are necessary to prepare food products for sale.
- **North Carolina State Extension Entrepreneur Initiative for Food (ei4f)**  
[fbns.ncsu.edu/extension\\_program/entrepreneurs.html](http://fbns.ncsu.edu/extension_program/entrepreneurs.html)  
Help is available for you from the Entrepreneur Initiative for Food, whether you only have an idea, are just starting up, or have already established a food-based business.
- **South Carolina Small Business Development Centers**  
[www.scsbdc.com](http://www.scsbdc.com)  
SC Small Business Development Centers offer free, private consulting, resources and seminars to help your small business thrive.
- **South Carolina Business One Stop**  
[www.scbos.sc.gov](http://www.scbos.sc.gov)  
South Carolina Business One Stop or SCBOS is the official South Carolina business web portal. It enables anyone with an existing business or anyone starting a new business to file permits, licenses, registrations, or pay taxes.
- **U.S. Small Business Administration**  
[www.sba.gov](http://www.sba.gov)  
The official website for the U.S. Small Business Administration, dedicated to providing support to small businesses across the nation.
- **Internal Revenue Service**  
[www.irs.gov](http://www.irs.gov)  
Register your company and obtain an Employer Identification Number. Check this site for additional business forms, and tax filing information.
- **South Carolina Department of Health and Environmental Control (DHEC)**  
[www.scdhec.gov](http://www.scdhec.gov)  
Information about licensing, inspections, permits, and regulations.
- **South Carolina Department of Agriculture**  
[agriculture.sc.gov](http://agriculture.sc.gov)  
To promote and nurture the growth and development of South Carolina's agriculture industry and its related businesses while assuring the safety and security of the buying public.
- **Food & Drug Administration**  
<http://www.fda.gov/Food/default.htm>
- **The Food Corridor**  
<http://www.thefoodcorridor.com/>  
This is the company that developed our kitchen management software. With their website you will be able to look at our calendars, book time, network with other businesses and pay your bills. We were the beta testers of this software so please do not hesitate to contact us with any questions or The Food Corridor directly.

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## Colleton Commercial Kitchen

## Fee Schedule as of June 2016

The fees listed below are intended to help guide you in your business planning. Fees are subject to change. Users will be given ample notice whenever changes in the fees are to be made.

**Initial Tour and Consultation** Free, by appointment only

Includes facility tour and overview of services offered. At this time we can discuss your products and what you need to accomplish in order to be prepared and ready to use the facilities.

**Orientation and Application Fee** \$25 one-time fee

This fee covers the required one-on-one safety and sanitation training provided by CCK which is necessary to use the facility safely.

**Security Deposit** \$150 (Non-refundable, One Time Fee)

This will be applied to any damage or breakage caused by misuse of equipment or facility. This is a non-refundable deposit. If it is necessary to use your deposit for repairs to damages in the facility, the deposit must be renewed before the user can schedule additional time in the facility. User is responsible for all costs associated with damage to equipment due to misuse. This deposit will also cover any costs incurred by CCK to clean and sanitize areas which are left in an unacceptable manner.

**User Fees** \$20 per hour per production area; maximum of 6 workers

The first 1 – 35 hours per calendar month \$20 per hour

The 36<sup>th</sup> -80<sup>th</sup> hours per calendar month \$18 per hour

All hours over 80 hours in a calendar month \$16 per hour

Please note: No minimum usage is required of the kitchen, but we will operate purely on a first come, first served basis.

Discount of 10% is available for after hours when booking the food processing area from 8:00 pm – 6:00 am (after approval).

**Supplies Fees** \$3.00 per person per kitchen use

Includes cost of cleaning chemicals, towels, mops, brooms, and garbage bags.

**Post-Production Fees** \$10.00 per person per kitchen use

Ideal for farmers, this fee is for those who wish to only package or carry out any other post-production activity which requires minimal-to-no use of equipment or kitchen space. This fee requires evaluation by the kitchen manager and will still be regulated by SCDHEC and/or SCDA.

## Colleton Commercial Kitchen



## Fee Schedule as of June 2016 (continued)

**Storage Fees – weekly and monthly. Minimum storage rental for space in freezer is one month; cooler, one week.**

Three-foot long shelving unit in cooler	\$15 per week
Four foot long shelving “case storage” in cooler	\$18 per week
Three-foot long shelving unit in freezer	\$60 per month
Four foot long shelving “case storage” in freezer	\$70 per month
Dry storage cage (four feet) (One month minimum, paid in advance)	\$50 per month

### Teaching Kitchen

All rentals require a \$75 refundable security deposit plus:

Teaching Kitchen rate for kitchen only	\$20 per hour
Teaching Kitchen rate for room only	\$25 per hour
Teaching kitchen rate for kitchen and room	\$35 per hour

### Push Carts and Mobile Food Units

Operators of push carts (such as hot dog carts) who wish to use the CCK facility as their commissary must carry the required product insurance with CCK as additional named insured and pay the following fees:

- **Monthly fee of \$100** includes cooler space if needed, and nightly storage of cart.
- Other kitchen use fees will apply as described above.

Mobile Food Truck operators who wish to use the CCK facility as their commissary must carry the required product insurance with CCK as additional named insured and pay the following fees:

- For parking, access to potable water and gray water dump the charge is **\$50 per month** with no storage or food preparation time/space included. You will be able to use our garbage and used oil disposal facilities also. Any additional use of the CCK facility will incur the charges listed earlier in this document.

## Colleton Commercial Kitchen

### Fee Schedule as of June 2016 (continued)

Receiving shipments or packages – if any CCK staff personnel receives and/or signs for packages we will charge the clients the following fees. CCK does not make any guarantee that there will be someone available to accept packages or deliveries. Please notify the kitchen manager if you are expecting a package or delivery that you will not be able to receive in person. **Our facility does not have a forklift – therefore please request that pallet deliveries arrive on a truck with a liftgate or in a form that can be easily unloaded.**

\*Please be aware of our opening hours prior to scheduling deliveries. We cannot be held responsible for deliveries scheduled during non-working hours. Call in advance to verify these hours.

- \$10/occurrence – To receive and sign for packages that are delivered to the CCK front door via UPS, FedEx, or common carrier.
- \$25 minimum for the first 30 minutes and \$15/half hour for each additional half hour dealing with deliveries and delivery drivers that drop pallets at the loading dock or food deliveries which require situating on/in shelving, fridges, freezers etc.
- In either situation, it is the responsibility of the client to ensure that the delivered items are suitable for production activities. CCK has no responsibility to ensure that the items are undamaged and suitable for production.

ALL FEES ARE SUBJECT TO CHANGE. ANY KITCHEN TIME SCHEDULED BEFORE THE RATE CHANGE WILL BE CHARGED THE CONTRACTED RATE.

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The Kitchen is rented hourly. If you go into another hour, you are billed for the entire hour. Kitchen tenants may schedule a maximum of two months in advance, unless waived by the Kitchen Manager. **Be sure to include time within your rental hours for adequate cleaning of facilities.** Please also arrive at least 15 minutes before your scheduled time begins in order to inspect facilities so you are not charged for anyone else’s mess or damage to equipment. Complete a sign-in sheet and fill out a facility checklist if you find anything wrong with your rental space.

Tenants must give notice to the Kitchen Manager at least 24 hours in advance in order to cancel any time scheduled. Unless waived by the Kitchen Manager for emergency situations, “No Show” Users are responsible for payment of time scheduled.

## **Colleton Commercial Kitchen (CCK)**

### **The Food Corridor (TFC)**

In early 2016 we were invited to participate in the beta testing of software related to commercial kitchen management developed at the University of Colorado. With 9 other testers from across the country we forged this tool into what would be most helpful for us. We found this software dramatically lessened our paperwork while greatly improving accessibility to our users. All CCK Users must sign up for an account that will allow them to put their business out there, book any of our kitchens online at any time and pay their bills. There will also be an abundance of new tools added over time. As of writing the software lets you:

- View kitchen calendars and submit booking requests
- Pay your invoices online
- Create contacts within your industry
- Upload your kitchen documentation i.e. liability insurance, certification
- Generate reports for your kitchen usage & bill payments

We will be transitioning to this software over the course of July 2016 and your first billing cycle will be for the month of July. Invoices will be automatically issued by the system on the 3<sup>rd</sup> of each calendar month based on your bookings in the calendar system and/or on a pay-as-you-go basis. No user will be permitted to use the facility without having first booked on the online calendar. Invoices will be paid by setting up an account and syncing to your credit or debit card – we believe we are entering a day and age where paper checks should be made redundant.

Please bear with us during this learning period. We are still learning and developing the software to be suited more specifically to our use. If you have an immediate question please ask us or contact The Food Corridor direct via your account to enable them to rapidly identify your profile and kitchen. You can also contact me with any questions which I may be able to help with.

# Colleton Commercial Kitchen (CCK)

## Rental and Use Policies

- 1. Rate Schedule:** The attached schedule of fees shows the fees attached to the different services provided by CCK. 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 SOP's are the core tools (along with the Rental and Use Policies and the CCK User Agreement) to insure that all food production at CCK takes place in a safe and sanitary manner. The SOP's may be updated periodically and will be posted on the board 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. Users may not schedule more than two months 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 for the time scheduled.
- 6. Eligible Users:** Only those Users and their employees that are registered and authorized by the Kitchen Manager are allowed to be in the production areas. Every User must provide the Kitchen 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 SOP's and sign a "Colleton County Liability Waiver." If the registered User is not present during production, he/she must name and authorize to CCK staff a "Production Manager". This person will be responsible for assuring that all facility policies are followed by all workers for that User. CCK will report serious violations to the User by phone or email; the User shall respond and correct the matter within 24 hours.
- 7. NO CHILDREN UNDER 16** are allowed in the kitchen areas. No unsupervised children are allowed in the other areas of the facility at any time.
- 8. NO LIVE ANIMALS** are allowed inside the building at any time.
- 9. NO EATING OR DRINKING** from open containers is allowed in the food production areas. Only drinks in covered containers are allowed in the food production areas and must be kept on lower shelves, below any food items.
- 10. 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.

## **Colleton Commercial Kitchen (CCK) Rental and Use Policies (continued)**

- 11. Facility Failure:** In the event of equipment failure or other facility issues that compromise production, no charge will be made for lost hours. Users MUST fill out a Facility Incident Report within 24 hours of the occurrence to be eligible for a credit.
- 12. Garbage Disposal:** All garbage must be taken to the dumpster at the end of every day. Garbage cans must be left clean for the next user. Each user will be allocated 1 (one) large trash can on wheels and are welcome to use as many trash bags as they so require within reason. No garbage is to be left on floors at any time. Oil must be disposed of in the drums behind the dumpster.
- 13. Dry Storage:** Fees are charged on a monthly basis. Cage rent is payable one month in advance. Each shelf or rack must be clearly identified and labeled with the User's name. Opened food items must be stored tightly covered in containers labeled with the container's contents. All items must be on shelves or otherwise off the ground at least 6 inches for items on moveable shelves, 12 inches if they are on permanent racks. Plastic milk crates or covered plastic tubs are good to store utensils and other items. The areas around stored items must be kept clean, swept and mopped as often as needed, but at least once a month.
- 14. Cooler Storage:** All items must be clearly identified and labeled with the User's name. Food items must be stored tightly covered. Remember that you are paying for cooler storage by the shelf. It is to your advantage to arrange your items in the most space efficient way, keeping in mind sanitation guidelines that dictate raw meats, poultry, fish, seafood and eggs on bottom shelves. Users are also reminded that they must clean and sanitize their storage shelves at least once a month. User must mop their area immediately if there are any spills.
- 15. Shared Use Facility:** Please remember that this is a shared-use facility with NO janitorial service. The User is responsible for any mess made in any part of the Facility while in use, especially in shared storage areas, on floors and on walls, as well as on the equipment and exhaust fans and the exterior.
- 16. Smallwares:** CCK has a limited supply of shared use pots and pans. As needed, Users will provide their own pots, pans, smallwares and other special items necessary to their specific production needs. Do not leave your personal smallwares in the kitchens. They may be sold or thrown away without notice.
- 17. Shared Use Items:** CCK provides certain items such as rolling carts, speed racks, pots and pans. These items are for the use of all at the allowance of one per renter. These items are not to be used for long term storage and are to be cleaned and returned as soon as possible after use.
- 18. Thermometers:** CCK does NOT provide thermometers or scales for use in production. Users should invest in such equipment to meet their regulatory and record-keeping needs.
- 19. CCK Property:** No equipment or other items belonging to CCK are ever allowed to leave the premises.
- 20. Others Property:** Users may not use equipment, pots, pans, smallwares or ingredients that are the property of other users of the kitchen without prior written permission. Violation of this will result in loss of use of the Facility.
- 21. Fine.** The fine for violation of Facility policies is a minimum of \$50.00 per occurrence which will be deducted from your security deposit.

# Colleton Commercial Kitchen

## Standard Operating Procedures (SOP)

### 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 and heel, skid-proof shoes.
3. Wear long pants. No shorts, skirts, or dresses are permitted.
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 production rooms such as taking out trash, and going to the rest room.
6. Do not store personal goods in the kitchen. No back-packs or jackets or purses in the kitchen or wherever food is being processed.

#### Equipment and Facility

1. Do not leave outside doors open unless you are ACTIVELY bringing in/removing items. Open doors allow insects, birds and rodents to enter the facility.
2. Do not prop open or allow doors to individual kitchens to stay open – this is a fire code violation!
3. Make sure that all trash is put in the dumpster.
4. No food preparation is permitted in the storage area.
5. Please turn on exhaust hoods whenever equipment under them is being used.

#### Storage

1. Dry Storage—Cages and Pallet Storage. All items/areas must be clearly identified and labeled with the User's name. Opened food items must be stored tightly covered in containers labeled with the container's contents. All items must be on pallets or otherwise off the ground at least 6 inches for items on moveable shelves, 12 inches if they are on permanent racks. The areas around stored items must be kept clean, swept and mopped as often as needed, but at least once a month.
2. Cooler/Freezer Storage: All items must be clearly identified and labeled with the User's name. Food items must be stored tightly covered. Keep in mind sanitation guidelines that dictate raw meats, poultry, fish, seafood and eggs on bottom shelves of coolers. Clean and sanitize your storage shelves at least once a month. Mop area immediately if there are any spills or leakages. Keep doors closed at all times to prevent damage to your product and/or the refrigeration systems.

## Colleton Commercial Kitchen

### Standard Operating Procedures (SOP) (continued)

#### Getting Started and Signing-In

1. Pick up a Production Sheet and SIGN-IN at start of set-up (date, names of user and workers, time—circle am/pm).
2. Bring needed supplies to set up your work space. 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 any issues with your rental space or the facility.
4. Wash hands and set up sanitizer bucket/towels.
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. Do not allow doors to stay open, even if they want to. This is a violation of health department, FDA rules and fire code. Fines incurred by CCK from User misuse will be deducted from User's deposit.
2. Carefully follow operating guidelines for each piece of equipment. Instruction books are in kitchen library. If you are using a piece of equipment for the first time or for a new use, you must get instruction from the Kitchen Manager or representative.
3. Each kitchen has a prep sink. The prep sink is only for washing fresh produce and meats (sanitize thoroughly in-between uses). Dishes must be washed in the dish room and not in prep sinks.
4. Keep spray bottles of cleaners or covered drinks on the shelf below the work table, or on the shelves near the sinks, never on the same level, or above food prep areas. Same for radios.

#### At the Close of Production

1. Break down and clean each piece of equipment used according to guidelines in their instruction book. Be sure to check adjacent equipment and walls for splashes and spills. If you used the fryer, be sure to empty and clean the fryer and clean the walls and hoods around the fryer.
2. Certain pieces are to be left partially broken down see instruction manuals to see how to break down and clean the equipment you have used.
3. Clean and sanitize all sinks in the kitchen. Be sure to clean the walls above and around the sinks.
4. Clean all walls and surfaces adjacent to the equipment you have used.
5. Clean and sanitize every place that hands have touched—handles to refrigerators and ovens, faucet and sprayer handles, light switches....
6. Return everything to its original place. If you removed racks from ovens, be sure to put back.
7. No food is to be left in the reach-in coolers in the kitchen at the end of your processing. It will be thrown away. All foods are to be stored, properly labeled, in the walk-ins. Nothing is to be stored on floors. **Labels should detail product inside container, date of production & use-by date.**

## Colleton Commercial Kitchen

### Standard Operating Procedures (SOP) (continued)

8. Remove all trash bags to CCK dumpster, dump used oil & close lid to barrel & dumpster.
9. Rinse and scrub trash cans in the dish room mop sink. Return clean trash cans to kitchen. Do not put new bags in so that the next person can see that they are clean.
10. Sweep and mop floors in facility areas that you were using. Mop up any spills that occurred in other areas of the Facility including hallways, storages areas, scullery & walk-ins.
11. Any standing water is a place for germs to grow. Users are responsible to insure that there are no puddles of water anywhere in the kitchen at the end of their shifts. Use the mop and/or squeegee to push water into the floor drains. Be sure not to leave ANY SCRAPS of food particles on the drain grates.
12. Another reminder about mopping—The mop chemical uses enzymes and should be dispensed cool (120°F or less). Once your mop water starts to look brown, you should go replace it, cleaning out your mop at the same time. Slopping dirty water around the floor is NOT floor cleaning.
13. Back in the dish room, clean and rinse mop and mop bucket, wring out mop, and hang to dry.
14. If there are others working in the same space, check with them to be sure you have fulfilled your cleaning and sanitation responsibilities before leaving.

### Last Check

1. Turn out ALL LIGHTS in the facility if you are the last to leave.
2. Return all equipment to proper place & ensure that it is all turned off.
3. Complete the Production Sheet—be sure to circle ALL equipment that you used. Fill in the amount of production and value of goods produced.
4. Slip the Production Sheet & sign-in sheet under the Kitchen Manager's door.
5. Make sure trash has been taken out.
6. Make sure that exterior doors are closed and locked.



## Colleton Commercial Kitchen

### Statement of Intent

1. The Colleton Commercial Kitchen is a shared-use kitchen managed by employees of Colleton County. We are a business in which you are operating your business. Please respect boundaries of our business and those of other businesses in the kitchen at all times – our staff work under the direction of the Kitchen Manager or the Museum Director. Please always direct your questions to the Kitchen Manager.
2. It is not the responsibility of Colleton County to manage, sell or promote your product(s). Colleton County provides the venue in which you can create and sell your product as per the terms agreed by your business & the Kitchen Manager and/or Museum Director. We have the right to terminate our agreements as we see fit at any time.
3. All spaces in our display cabinets shall be distributed equally among vendors – it is your responsibility to keep clean. It is the vendors' responsibility for ensuring a fully comprehensive, written plan is submitted to the Kitchen Manager which details handling/packaging instructions and sale cost, as well as any other pertinent information. To avoid misunderstandings no verbal instructions can be accepted.
4. It is the vendors' responsibility for ensuring their product is packaged in the appropriate manner. In the event Colleton County staff are packaging your product, it is your responsibility for providing that packaging.
5. Colleton County does not habitually carry out your marketing or advertising for your business. However, when we see fit and time allows we will promote certain products, events or businesses. As a business owner, marketing is a big part of your success and therefore it is an item which requires much attention & investment. We will primarily promote such items through social media (i.e. Facebook), local newspaper, in classes, via mail & e-mail and during events.
6. Kitchens are set-up in a specific way that was approved by DHEC. If you have been granted permission to move any piece of equipment please return it to its original home at the end of your booking. It is also important that smallwares, once dry, are returned the correct shelves in the storage area so that other users may find them.
7. Colleton Commercial Kitchen does not provide utensils. We have decided this because everybody prefers their own brand & these smaller items are also lost more easily. However, if you require a particular piece of equipment/smallware please do not hesitate to mention it to the Kitchen Manager. If a piece of equipment could be beneficial to many entities & fits within our annual budget, we may see fit to invest in that piece of equipment.
8. If you would like a sales report please ask the Kitchen Manager. These can be provided with ease for your product using our POS system. Please do not use the POS system yourself as this violates the terms of your agreement.
9. It is prohibited for businesses to use Colleton County computer systems or phone systems (unless it is an emergency). We provide free Wi-Fi access throughout the building under the "Colleton Kitchen" network I.D.

- 10.** Please discourage visitors from entering the kitchen. It is important for us and you to maintain high standards of hygiene in food production areas to prevent contamination, accidents and liability issues which could adversely affect your business. We work in a highly regulated environment and we have all been trained to maintain it in this way. Remember that DHEC can visit at any time and unauthorized personnel in the kitchen area would be highly frowned upon and could affect your sanitation score.
- 11.** Don't forget that we are here to help. We have connections and ideas that may help to grow or consolidate your business. We do not have a set timeline for when we want businesses to become stand-alone operations as every business is different, but we do want you to grow and evolve. With our business support networks we can aid you in achieving those goals – our goal is creating new business and ensuring the economic development of Colleton County and our region. Your business will be monitored and pushed to excel.
- 12.** Please keep to the kitchen space(s) you are renting. Users should not be sharing spaces or contaminating other spaces in the facility. This is protect your product from contamination and from adversely affecting your DHEC score. Should you wish to use equipment in another kitchen, please consult the Kitchen Manager so that arrangements can be made.
- 13.** Users should not be in the Museum or Marketplace areas outside of regular staff hours. Users are also forbidden from entering the electrical room or the manager's office.
- 14.** Marketplace Café: Please be mindful that you are on public display at all times and that your behavior reflects on our operation as well as yours. The public can see and hear you at all times and your presentation is a reflection of your business – your brand is always marketing itself. County staff operate the POS system and drinks counter. Please allow them to do their job: do not answer County phones, do not loiter in the front desk area and do not tell employees how to do their job – please be respectful. Please also be aware that items at the front desk that are purchased by the Museum are not for your use i.e. bags, gloves or other user's products
- 15.** Teaching Kitchen: Should you wish to host a cooking class or event in the teaching kitchen, please consult the kitchen manager. We charge a standard rate for all cooking classes and events and collect all monies received for doing so. Should you wish to host a class with a higher admission rate, please talk to the Kitchen Manager. The teaching kitchen is available for rent as per the terms of this agreement.

# Colleton Commercial Kitchen

## User Application

\$25 one-time fee must accompany this form (non-refundable)

Date: \_\_\_\_\_

Check if you are a previous user of the Colleton Commercial Kitchen

Check if your information has changed since last application period.

**Contact Information:** Please fill in all blanks.

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

- You are required to notify CCK, and your regulatory agency of any changes in address or contact information.

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

How old is this business?

Business Start-Up (not yet in production) Anticipated Start Date:

New Business (in 1st year of production) Date Started:

Existing Business (more than a year old) Date Started:

**Company Status:**

Sole Proprietorship

Partnership

LLC

Corporation

Other

None

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

Full time \_\_\_\_\_

Part Time \_\_\_\_\_

None \_\_\_\_\_

Don't Know \_\_\_\_\_

## Colleton Commercial Kitchen

### User Application (continued)

#### Products:

Please describe the products (or type of business) you plan on producing at CCK.

Please **check all the categories** that apply to you or your products produced at CCK

Caterer/personal chef

Baked goods (breads, cakes, pies, etc...)

Farmer adding value to produce (bagged vegetables, watermelon slices, etc...)

Specialty food producer: frozen products

Specialty food producer: bottled/canned product

Specialty food producer: refrigerated product (fresh salsa, dips, tempeh etc....)

Natural-herbal food products for culinary use (teas, spice mixtures, etc...)

Mobile truck, or push cart (circle one)

Other, Describe: \_\_\_\_\_

Do any of your products require a scheduled process?

Check one:  Yes  No  Don't know

Do you Have Product Liability Insurance?  Yes  No

Name of Insurance Company: \_\_\_\_\_

Beginning date of coverage: \_\_\_\_\_

Are you working with a business consultant of any type?  Yes  No

Name \_\_\_\_\_

Do you have **ServSafe Food Manager** Certification?  Yes  No

(Please attach a copy)

## COLLETON COMMERCIAL KITCHEN (CCK)

### USER SERVICES CONTRACT

<b>The person or organization joins this Agreement as User of the Colleton Commercial Kitchen Facility.</b>	
<b>Full Legal Name of Business</b>	<b>Legal Status of User (Check one)</b> <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Other
<b>Name Authorized Representative</b>	<b>Title (e.g., Sole Proprietor, Partner, President, Manager)</b>
<b>Business License Information</b>	<b>Federal Tax ID</b>
<b>Mailing Address</b>	<b>Email</b>
<b>Telephone</b>	<b>Fax</b>

\_\_\_ Please check if your information has changed since last contract period.

This User Services Agreement is between the User (Identified above) and Colleton Commercial Kitchen (also referred to here as CCK) and is effective upon the date of execution shown below. User and CCK agree to the following terms:

- 1. SERVICES.** CCK will provide User with nonexclusive access to and use of CCK’s commercial food manufacturing facility (“Facility”), subject to the terms of this Agreement.
  - a. Facility.** The Facility is a shared-use facility; equipped with commercial food production and packaging equipment, dry and refrigerated storage, and other production equipment. CCK and User shall maintain the Facility 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.** CCK may also provide user with the following services: advice on business development, product development, and/or packaging and label design; assistance 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 CCK will have completed the following activities and provided appropriate documentation to the Manager of CCK before User may enter and use the facility:
- Completed applicable items on most current New User Checklist.
  - Completed application form and paid application fee and deposits.
  - Successfully completed the CCK Facility Orientation and Training Program and any other as deemed necessary (e.g. Acidified Foods Manufacturing School, ServSafe Food Manager training and certification).
  - Provide Proof of Product Liability Insurance, as detailed in Section 4c, below.
- d. **Authorized Products.** User must submit notification in advance, and be specifically authorized by CCK prior to producing each food product. This does not apply to caterers. If the product is an acidified food which requires a Scheduled Process, a copy of the Certificate of Attendance at an approved Better Process Control/Acidified Foods Manufacturing School must be on file at CCK, along with all letters of scheduled process, 2541(a)'s filed with the FDA; and Process Production Sheets for every production. Other products, such as fermented, dried, or unpasteurized products may also require a Scheduled Process from an approved authority (usually a University-based Food Scientist). SCDHEC regulated businesses must also inform DHEC of any and every production output or menu changes.
- e. **Scheduling of Use.** Because the Facility is a shared use facility, CCK shall control the times and manner of all Users' access to and use of the Facility. User shall request use of the Facility in advance. CCK will make its best efforts to create a schedule for use of the Facility that accommodates all Users' reasonable requests.

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

- a. **Fee Schedule.** The fees for various users of the Facility and/or equipment are set out in the Fee Schedule, attached to this Agreement. CCK may change this fee schedule at any time and CCK will notify users as soon as possible in advance of changes.
- b. **Payment Terms – New User.** Each User will pay for Facility use on a “pay as you go” basis for the 1<sup>st</sup> three months of using the Facility. CCK 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, CCK will bill User for Facility and storage use at the end of each calendar month. Payment is due upon receipt. If user pays any bill late, CCK may require User to pay under New User payment Terms. A Late Payment Fee may be charged for payments made more than 60 days after date of invoice.
- d. **Late Payment.** User will pay a Late Payment Fee on all outstanding balances more than 30 days after the date on each invoice. The Late Payment Fee will be 1.5% per month for all past due User Fees and other invoiced expenses. Should any amount remain unpaid for more than thirty

days, CCK may at its discretion suspend User's rights to use the Facility under this Agreement until User's entire outstanding balance is paid in full. Legal action may be pursued against your unpaid balance.

**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 **Schedule of Fees, Rental and Use Policies, and Standard Operating Procedures**. Copies of these documents are attached to this agreement. CCK reserves the right to amend any or all of these Policies at any time upon written notice to User. If User violates these Policies, CCK may impose a fine upon User and upon repeated violation CCK may at 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 CCK informed of any changes in User's legal identity, address or other contact information.
- c. Security.** User agrees that CCK assumes no responsibility for the security of any equipment or supplies the User brings for their use in the facility. Individual dry storage areas shall be equipped with locks and keys, and will be assigned upon availability to the User upon request. User agrees to provide a key to cage locks to CCK. If any additional locked storage is brought into the facility by the User, User shall supply a duplicate key to the CCK Manager.
- d. Food, Ingredients, and Equipment Safety and Sanitation.** All Users and their employees are required to successfully complete the CCK Facility Orientation and Training before they may use the Facility. New employees must be trained by CCK staff during their first month of employment by the User. It is the responsibility of the User to arrange this training at the convenience of CCK staff and their employee. 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) No equipment or items owned by CCK shall ever leave the premises. Furthermore, Users are forbidden from using products, ingredients, tools, equipment, or any other items that belong to other Users of the CCK, without prior permission. Violation of this will result in the immediate loss of use of the CCK Facility.
  - 2) Users will strictly follow the Standard Operating Procedures and Equipment Cleaning Guidelines provided by CCK before, during and after each use of the facility. There will be a zero tolerance policy for messes left in the kitchen.
  - 3) If User fails to leave the facility in the proper condition, User may receive a warning and be responsible to pay the actual cost of the cleaning of the facility as determined by CCK. If the cleaning deposit needs to be used for this, the User will have to repay the cleaning deposit before using the facility again.

- 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 transfer of the User's security key card. The User shall not grant access or allow a third party to enter or operate in the Facility any time. Violation of this duty is grounds for immediate termination of this Agreement and the immediate discharge of the User from the Facility.
- g. **Signs and Advertising.** No signs or advertising matter shall be painted or attached in any way on the CCK premises unless approved by the manager.

4. **HEALTH AND SAFETY RESPONSIBILITIES.** To ensure the safety of all persons associated with the CCK 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 Facility. All Users & employees must have registered with the Kitchen Manager and provide contact information in case of emergencies before being authorized to work at CCK. User's authorized employees must also complete a liability waiver before operating in the kitchen. **No children under 16 are allowed in the Production Areas.**
- b. **Right of Inspection.** The staff of CCK retains the right to enter and inspect operations at any time during use. The local SC DHEC office, the South Carolina Department of Agriculture, as well as the Food and Drug Administration shall have the right to inspect without prior notice at any time deemed necessary by their organizations. The Fire Department and Colleton County Facilities Management also have clearance to enter the operation at any time should the need arise, although we shall strive to provide advance notice of such actions.
- c. **Product Liability Insurance.** Each User will maintain a minimum coverage of \$1,000,000 of general business liability insurance, including product liability insurance, with Colleton Commercial Kitchen named as "added named insured" on each policy. Users must provide proof of insurance to the CCK Manager before User may enter and use the facility.

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

- a. **Business Services.** All Business Services provided by CCK and/or any officers, staff, or other agents of CCK are provided solely for the purpose of assisting User in the operation of its business. CCK 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 CCK and any of its agents are not liable to the Company or its principal(s) or owner(s) for any damages resulting from the use of or reliance upon the business services provided by CCK.
- b. **Liability.** Colleton Commercial 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 CCK premises, or sale or distributing of any product manufactured on the premises. The Users covenant and agree to indemnify, defend, and hold harmless Colleton County Commercial Kitchen 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 CCK premises, or any portions thereof, or resulting from the sale, distribution, and use of any product manufactured by the User on the CCK premises.

**6. CONFIDENTIALITY.** User and CCK agree and acknowledge that the Facility is a shared-use facility, and may be occupied and used simultaneously by similarly situated third-party (“Others”). The Parties further acknowledge and agree that the conduct of User’s business and the production of User’s products may involve the use of recipes, techniques, formulations, 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 CCK acknowledge and agree that User’s Confidential Information may be disclosed to CCK for the purpose of providing product authorization, training or Business Services to User.

- a. CCK is required to report to its grantors and sponsors on the economic impact of the service 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. CCK will treat this as Confidential Information and will provide only aggregate statistics in its reports. CCK may also periodically survey Users for detailed information on company growth under similar terms.
- b. In the course of dealing with CCK and its officers and employees under this Agreement, User shall take care to inform CCK whenever User is disclosing Confidential Information to CCK. CCK shall make all reasonable efforts to prevent disclosure of User’s Confidential Information to any third party.
- c. Confidential Information does not include information that is already known to CCK, 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 only financial obligation to CCK shall survive the termination of this Agreement.

a. **Annual Renewal.** This Agreement shall expire on June 30 of each year. The Parties may elect to renew the Agreement for additional terms of one year. CCK may in its discretion modify the terms of this Agreement upon renewal and may require User to execute a new version of this Agreement as a condition of renewal.

b. **Voluntary Termination.** This Agreement may be terminated at any time by either party upon thirty days (30) written notice to the other party.

- c. **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 Manager of CCK. If more than three (3) days pass without any corrective action taken by the User, CCK may, in its sole discretion, terminate this Agreement. This Agreement may also be terminated as provided in Sections 3.a, 3.e, and 3.f of this Agreement.
- d. **User Property.** Upon termination, User shall remove all of User's property from the Facility. If User's property is not promptly removed, CCK may enter, take possession of and remove User's property. User shall be liable to CCK for a reasonable storage cost for any property removed in this way.

## 8. MISCELLANEOUS PROVISIONS.

- a. **Jurisdiction and Venue.** Any dispute regarding this Agreement shall be resolved in the courts of Colleton County, South Carolina, and according to the laws of South Carolina.
- b. **Relationship of the Parties.** This Agreement shall not be construed to form a partnerships 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 CCK.
- c. **No Oral Modification.** This Agreement may only be modified in writing signed by the parties.

**9. ENJOYMENT.** This shared-use commercial Facility is a unique facility meant to be useful to and enjoyed by its Users. The Facility has been furnished to accommodate a wide variety of start-up 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 CCK 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 contributing member of our community.

This Agreement is executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the duly authorized representative of each party.

COLLETON COMMERCIAL KITCHEN

\_\_\_\_\_  
Legal Name of User's Business

By: \_\_\_\_\_  
Matt Mardell CCK Manager

By: \_\_\_\_\_  
Signature of Business Owner/Authorized Representative

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Title