



Delaware Kitchen Share Policies and Procedures Manual

(As of 04.23.16)

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What We Provide

Delaware Kitchen Share (DeKS) agrees to provide Kitchen Client access to and use of the kitchen facilities at 62M Southgate Boulevard, New Castle, DE. Facilities and services provided shall include, but not be limited to: use of stoves, sinks, refrigerators, freezers, counters, individual storage areas, and such other services as described in the Commercial Kitchen Rate Schedule addendum which is attached, marked as Attachment #1, and herein incorporated by reference; kitchen heating, cooling and lights; general janitorial and pest control service; solid waste disposal.

Requirements for Kitchen Use

Before reserving kitchen time with DeKS, as well as during any use of our facilities, Kitchen Clients must:

1. Provide a copy of a Food Manager's certificate for our files
2. Provide proof of *product* liability insurance and *general* liability insurance (minimum \$500,000 each) with DeKS listed as additional insured, and maintain such policy for the duration of any kitchen use
3. Sign an Acknowledgement of Receipt of Delaware Kitchen Share Policies and Procedures Manual

Should a Kitchen Client need to make changes in insurance policy coverage then the user must notify DeKS in writing ten (10) days in advance of such contemplated cancellation or modification. It is the obligation of the Kitchen Client to provide the required insurance. DeKS shall have the right to terminate the Kitchen Client Agreement upon failure to provide such insurance after five (5) days written notice has been given to the Kitchen Client concerning such failure.

Requirements 1 and 2 shall be waived for users renting the kitchen for personal (non-commercial) use and one-time users.

Fees

Application Fee

A one-time application fee of \$40 must be submitted at the time of application to use the DeKS commercial kitchen. This fee is non-refundable and covers the processing of the application and verification of certificate and insurance.

Security Deposit

For all repeat Kitchen Clients a \$250 security deposit is required prior to first use of the kitchen. (A \$500 service retainer is required for personal users and one-time users.) This Security Deposit is to guarantee the return of the premises to DeKS in the same or better condition as when accepted by the Kitchen Client, reasonable wear excepted, and to satisfy any obligations of the Kitchen Client unfulfilled at the termination of the Kitchen Client Agreement, as specified herein. This fee will be earmarked for cleaning the facility if the Kitchen Client fails to do so. A portion of this fee will also cover the cost of repairs resulting from any damage to equipment caused by the Kitchen Client as well as the replacement of lost card key(s) for access to facility. If any provision of these policies and procedures is violated, the Security Deposit is forfeited.

The security deposit, minus charges for cleaning or damage or lost keys, if any, will be returned to the Kitchen Client at the Kitchen Client's forwarding address. The deposit will be returned within thirty (30) days (2 weeks for personal and one-time users) after the last date of use by the Kitchen Client. The Security Deposit may not be applied by the Kitchen Client as and for payment of any rent due. Should the Kitchen Client be responsible for damage and/or loss of value to the Premises greater than the value of the Security Deposit, the Kitchen Client hereby agrees to reimburse DeKS for such loss immediately upon the presentation of a bill for said damage and/or loss.

Rental Fees

Fees for kitchen use are based on hours of usage according to the sliding fee schedule or lease agreement as outlined in the Delaware Kitchen Share Kitchen Client Agreement and Rate Schedule. DeKS also charges for storage of consumables in designated areas. The rates for this storage are listed on the lease agreement as well. After the Lease Agreement has been read, signed, and pricing agreed upon, a pricing sheet will be given to the Kitchen Client to make him/her aware of all prices charged.

Payments

For one-time and first-time users, payment is due at the time of rental and must be made with bank check or money order. For ongoing Kitchen Clients, invoices will be e-mailed on a monthly basis. Payment shall be due and payable in advance on the first day of each calendar month. Ongoing Kitchen Clients can pay with check or credit card.

Payments by Check

If paying by check, the check must be made payable to Delaware Kitchen Share and mailed to P.O. Box 1103, Middletown, DE 19709 or delivered to the Kitchen Manager on site. While personal checks are accepted, Kitchen Clients will be responsible for all fees and charges incurred by DeKS as a result of a check being denied for insufficient funds. Please make sure that sufficient funds are available if checks are used. Check and money orders should be made payable to Delaware Kitchen Share, 62M Southgate Boulevard, New Castle, DE 19720. Number of hours used should be indicated on each check (e.g. Jan., 65 hours).

Scheduling

The kitchen is open from 6am on Monday to 12 am on Sunday. The kitchen is closed from 12:01 am Sunday to 5:59 am Monday. Kitchen availability is scheduled by DeKS kitchen manager and staff.

Reservations

Scheduling time to use the kitchen may be done at any time, but must be within at least 48 hours advance notice of when kitchen use is desired. Scheduling is based on a first-reserved, first-served basis.

Cancellations

Once time has been reserved, it becomes unavailable to other Kitchen Clients. Because of this, DeKS maintains a cancellation policy to ensure kitchen time does not go unused. We encourage our Kitchen Clients to carefully consider how much time is needed, and to use any overbooked hours for preparation, organization, experimentation, etc.

The following is our cancellation policy for kitchen time:

- Reservations may be cancelled up to 48 hours prior to the rented time without penalty. The Kitchen Client will be free to reschedule the cancelled hours at a future time in that month as part of their used hours under their Lease Agreement.
- Cancellations made less than 48 hours prior to the rented time will be billed as originally reserved.

Unused Hours

No credit will be extended to Kitchen Clients for unused hours, but DeKS will assist Kitchen Clients in finding others who might be interested in occupying the kitchen during the hours unused. Kitchen reservations cannot be transferred or otherwise exchanged without prior approval from DeKS.

Extra Time

DeKS allows 20 minutes 'bonus time' at no charge to insure that the kitchen is cleaned to our standards. Please respect other people using the space and plan appropriately. This means booking enough time for loading and unloading, prep time and time to clean. Time used beyond that reserved will be charged to the Kitchen Client's account

Inventory, Storage and Receiving

Inventory

The equipment provided by DeKS is for the use of all Kitchen Clients. Each item has been logged with the kitchen inventory and will be accounted for at the beginning and end of each rental session to ensure that no items are missing. Any missing items will be recorded and Kitchen Clients will be charged for the cost of replacement. Any Kitchen Client caught removing items from the kitchen will have her/his kitchen use privileges revoked.

Storage

Food should be stored in the proper manner (e.g. temperature regulated foods stored in the correct place, meats at the bottom of cooler and freezer locations) No items should be stored on the floor whatsoever.

Kitchen Clients should remove any food that has spoiled or before spoilage occurs. If not, it will be removed by the management.

Kitchen Clients will use only their designated items and must not use those stored by other Kitchen Clients. Kitchen Clients may affix their own lock to any storage compartment which may be assigned to them upon execution of this agreement. A copy of the padlock key or combination to the lock must be provided to the management.

Any Kitchen Client abusing the storage units will be asked to remove his/her items and store them elsewhere.

Deliveries to the Kitchen

Kitchen Client may have deliveries made to the kitchen as long as s/he has cleared it with the Kitchen Manager and is present to help receive the items. It is recommended and preferred that deliveries are made during daylight hours. The Kitchen Client will notify the manager of the delivery and schedule an appropriate time for drop off. The Kitchen Client must be present at the specified date and time to receive and confirm the order. If the Kitchen Client is unable to be present when the order is schedule to be delivered, s/he must designate another individual to be there in her/his place. Any concerns or adjustments to handling the delivery must be made with the Kitchen Manager.

Equipment and Facility Usage and Cleaning

Kitchen Clients are required to clean kitchen equipment and facility after each use. In order to ensure procedures are followed for safety and cleaning and that basic kitchen rules are being followed, all Kitchen Clients will be given a checklist upon arrival at the kitchen. This checklist will allow the Kitchen Client to note any areas found unkempt and notify the management of her/his findings. The Kitchen Client will fill out the checklist noting areas insufficiently cleaned and sanitized and return the completed sheet to the Kitchen Manager.

Security

DeKS commercial kitchen is equipped with individual storage areas. Kitchen Clients may affix their own lock on the storage compartment which may be assigned to them upon execution of this agreement. A copy of the padlock key or combination to the lock must be provided to the management. Any additional security on storage arrangements shall be the Kitchen Client's sole responsibility. DeKS assumes no responsibility for the security of any equipment or supplies the Kitchen Client brings for use at the Commercial Kitchen.

Inspection

DeKS and its agents shall have the right to inspect the commercial kitchen premises at all times and reserves the right to enter the same whenever DeKS, in its discretion, determines that it is necessary.

Products

Only products that will be used for human consumption will be deemed appropriate for manufacturing in the commercial kitchen.

Signs and Advertising

No signs or other advertising matter shall be attached or painted on the kitchen premises.

Dismissal of Facility Usage

Upon breach of contract, a Kitchen Client may be asked to leave the kitchen facility and be refused continued use of the facility. After three months and at the discretion of kitchen management, a Kitchen Client may return on a probationary period of one month. Evaluation of conditions will occur after one month and will determine if a Kitchen Client can renew her/his contract or will be dismissed permanently.

Changes to our policies

DeKS 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 by posting a notice on our website at www.dekitchenshare.com or by sending an email. DeKS will communicate to Kitchen Clients in a timely manner that these changes have been made.

Delaware Kitchen Share may also impose limits on certain offerings without notice or liability. It is the Kitchen Clients' responsibility to check the policies and procedures periodically for changes. Continued use of the facility following the posting of any changes to the policies and procedures constitutes acceptance of those changes.